

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

**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): March 30, 2022**

**DESTINATION XL GROUP, INC.**

(Exact name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**01-34219**  
(Commission File Number)

**04-2623104**  
(IRS Employer  
Identification No.)

**555 Turnpike Street**  
**Canton, Massachusetts**  
(Address of Principal Executive Offices)

**02021**  
(Zip Code)

**Registrant's Telephone Number, Including Area Code: 781 828-9300**

(Former Name or Former Address, if Changed Since Last Report)

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:

- 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))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	DXLG	The NASDAQ Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

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 13(a) of the Exchange Act.

## Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

### Compensatory Arrangements of Certain Officers

#### Amended and Restated Employment Agreement Between the Company and Harvey S. Kanter

On April 1, 2022, Destination XL Group, Inc. (the "**Company**") entered into an Amended and Restatement Employment Agreement with Harvey S. Kanter, the Company's President, Chief Executive Officer and a member of its Board of Directors (the "**Employment Agreement**"). The independent members of the Company's Board of Directors (the "**Board**"), upon recommendation of the Compensation Committee of the Board (the "**Committee**"), approved the Employment Agreement.

#### *Description of Employment Agreement with Mr. Kanter*

**Term.** The initial term of the Employment Agreement is for three years, ending on April 1, 2025, unless terminated earlier in accordance with the terms of the Employment Agreement (the "**Initial Term**"). At the expiration of the Initial Term, the Employment Agreement will automatically renew, upon the same terms and conditions, for successive periods of one year, unless either party provides advance written notice in accordance with the Employment Agreement (the "**Employment Term**").

**Director.** Mr. Kanter currently serves as a member of the Board. At each annual meeting of shareholders during the Employment Term, the Board will nominate Mr. Kanter for election as a director. Mr. Kanter will not receive any additional compensation for his service as a director.

**Location.** Mr. Kanter will work remotely from his home office in Washington State, but will work in person at the Company's corporate offices as necessary to perform his duties.

**Base Salary.** Mr. Kanter will be paid an annual base salary of \$850,000, or such higher rate as may be determined from time to time by the Board.

**Awards.** In connection with the initial employment agreement dated February 19, 2019, Mr. Kanter received a one-time grant of 720,000 Performance Shares (the "**P Shares**") to be settled in shares of the Company's common stock upon vesting. The original award would vest, if at all, in three installments, when the trailing 90-day volume-weighted average closing price ("**Average Share Price**") of a share was \$4.00, \$6.00 and \$8.00, respectively. As of April 1, 2022, 240,000 P Shares remain unvested and will expire on April 1, 2023 if the Average Share Price of \$8.00 is not achieved by that date. In the Employment Agreement, if the remaining P Shares do not vest, the Company agreed to grant Mr. Kanter a new performance share award after April 1, 2023 (but not later than December 31, 2023), the amount and terms of which will be set by the Board in its sole discretion.

**Annual Incentive Plan.** Mr. Kanter will continue to be eligible to earn an annual target bonus award under the Company's annual incentive plan then in effect (the "**Annual Incentive Plan**") equal to 100% of his base salary (prorated for any partial year of participation), based on achievement of certain performance goals to be established by the Committee. The amount of the annual bonus award under the Annual Incentive Plan in respect of a fiscal year shall range from between 50% and 200% of the annual target bonus award.

**Long-Term Incentive Plans.** Mr. Kanter will continue to be eligible to participate in the Company's Long-Term Incentive Plan, as it may be amended from time-to-time (the "**Plan**"). Mr. Kanter's Target Cash Value (as defined in the Plan) is 170% of his base salary. Pursuant to the terms of the Plan, 50% of such award are time-based awards and 50% are performance-based awards. If and to the extent that the applicable performance targets are achieved, Mr. Kanter will be eligible to receive a performance-based award that will range between 50% and 150% of the Target Cash Value. The Committee has not yet set performance targets for the 2022-2024 Performance Period under the Plan.

**Travel Allowance.** Beginning with the first payroll in April 2022, Mr. Kanter will receive a quarterly travel allowance in the amount of \$30,000, which is intended to be used for travel between Mr. Kanter's home and the Company's corporate offices.

**Employee Benefits.** During the Employment Term, Mr. Kanter is eligible for 25 days of vacation and is eligible to participate in all employee benefit plans, practices and programs maintained by the Company, on a basis which is no less favorable than is provided to other members of the Company's executive leadership team.

**Indemnification/Director and Officer Liability Insurance.** The Company will indemnify Mr. Kanter in his capacity as an officer and director of the Company to the fullest extent permitted or required under Delaware law and will maintain directors' and officers' liability insurance coverage in a commercially reasonable amount, consistent with prior practice.

**Termination of Employment.** Either the Company or Mr. Kanter may terminate his employment at any time and for any reason; provided, that if Mr. Kanter terminates his employment, he is required to give the Company at least 30 days' advance written notice. If Mr. Kanter's employment is terminated for any reason, he is required to resign immediately from the Board.

If Mr. Kanter's employment is terminated by him for any reason other than "Good Reason" or by the Company for "Justifiable Cause" (each as defined in the Employment Agreement), then Mr. Kanter will be eligible to receive any accrued but unpaid salary for services

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rendered to the date of termination, any accrued but unpaid expenses required to be reimbursed and any accrued but unused vacation as of the termination date.

If Mr. Kanter terminates his employment for Good Reason or the Company terminates his employment without Justifiable Cause:

- (i) During the Initial Term, Mr. Kanter will be eligible to receive, subject to certain requirements described in the Employment Agreement, a payment equal to (i) the Base Salary he would have been paid through the end of the Initial Term plus (ii) bonuses under the Company's Annual Incentive Plan for the remaining partial and complete fiscal years in the Initial Term as if Mr. Kanter had remained employed through the end of the Initial Term. Bonuses will be calculated assuming target and any partial year will be prorated. The severance payment will be paid in 24 monthly installments; and
- (ii) During any one-year period that commences after the end of the Initial Term, Mr. Kanter will be eligible to receive a payment equal to (i) his then current Base Salary plus (ii) the then value of his target bonus under the Annual Incentive Plan, payable in 24 monthly installments.

A termination of employment that meets the requirements of a Structured Retirement (as defined in the Fourth Amended and Restated Destination XL Group, Inc. Long-Term Incentive Plan) and that occurs prior to the expiration of the Initial Term will be deemed to be a termination by the Company without Justifiable Cause. Additionally, for purposes of the Annual Incentive Plan, a termination of employment that meets the requirements of a Structured Retirement and that occurs at any time during the Employment Term (including after the Initial Term) will be deemed to be a termination by the Company without Justifiable Cause.

A termination of Executive's employment at the expiration of the Initial Term will not be deemed a termination without Justifiable Cause, but if the Company timely elects not to renew the Employment Agreement after the Initial Term, Mr. Kanter will be eligible to receive a payment equal to (i) three months of his then current Base Salary plus (ii) the then value of 25% of his target bonus under the Annual Incentive Plan, payable in 24 monthly installments.

*Termination of Employment in connection with a Change in Control.* If Mr. Kanter's employment is terminated by him for Good Reason or by the Company without Justifiable Cause during the one-year period following a Change in Control, then Mr. Kanter will be eligible to receive, subject to certain requirements described in the Employment Agreement, a payment equal to (i) two times his then current Base Salary plus (ii) the then value of two times his target bonus under the Annual Incentive Plan, generally payable in a lump sum within 60 days of the termination of his employment following a Change in Control.

All unearned equity awards held by Mr. Kanter will vest upon his termination of employment or otherwise, if at all, solely in accordance with the terms and conditions of the applicable plan and award agreement.

In the event of a termination of employment for Good Reason, without Justifiable Cause or following a Change in Control, Mr. Kanter will also be entitled to continuation payment by the Company of his health, dental and vision insurance premiums for a period of one year following his termination.

The Employment Agreement also contains customary covenants regarding confidentiality, non-disclosure, non-competition, non-solicitation, non-disparagement, and proprietary rights.

This summary does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the Employment Agreement, included as Exhibit 10.1 to this filing, which is incorporated herein by reference.

#### Fourth Amended and Restated Long-Term Incentive Plan

On March 30, 2022, the Committee approved the Destination XL Group, Inc. Fourth Amended and Restated Long-Term Incentive Plan (the "*LTIP*"), in which the Company's executives (including its Named Executive Officers) and certain other members of management are eligible to participate. The LTIP was amended to, among other things, add a definition for "Structured Retirement" and the related vesting of both time-based and performance-based awards under such Structured Retirement. The addition of a Structured Retirement provides an opportunity for greater vesting upon retirement where the participant assists the Company in ensuring the succession of the participant's position with the Company prior to the participant's retirement. In order to be eligible to terminate in a Structured Retirement, the participant must terminate employment after meeting the age and service requirements set forth in the LTIP, the Committee must confirm through proper corporate action that the participant has met all of the succession planning objectives set by the Committee for the participant, the participant must continue to work until the date required by the Committee (which may not be more than 60 days after the Committee confirms that the objectives have been met), and the participant must execute a release of claims in favor of the Company. The final determination as to whether a Structured Retirement has been met is in the sole discretion of the Committee. The LTIP was also amended to clarify (i) certain definitions, (ii) the vesting of time-based awards upon retirement and (iii) Section 409A language.

This summary of the LTIP does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the LTIP, included as Exhibit 10.2 to this filing, which is incorporated herein by reference.

#### Fifth Amended Annual Incentive Plan

On April 2, 2022, the Committee approved the Destination XL Group, Inc. Fifth Amended and Restated Annual Incentive Plan (the "*AIP*"), in which the Company's executives (including its Named Executive Officers) and certain other members of management are eligible to participate. The AIP was amended to change the definition of employees eligible to participate in the AIP from director

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level and above to a Job Level classification of 15 or above, which will result in increased participation in the AIP. With respect to our Named Executive Officers, Mr. Stratton's participation in the AIP will increase from 55% to 60% and Mr. Gaeta's participation, as a result of his promotion to Chief Stores Officer, will increase from 40% to 50%. The participation percentages for Messrs. Kanter, Dhoot and Molloy remain unchanged. The AIP was also clarified to provide that the provisions concerning the AIP in Mr. Kanter's employment agreement supersede any inconsistent provisions in the AIP.

This summary of the AIP does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the AIP, included as Exhibit 10.3 to this filing, which is incorporated herein by reference.

**Item 7.01 Regulation FD Disclosure.**

On April 5, 2022, the Company issued a press release, attached hereto as Exhibit 99.1, announcing the extension of Mr. Kanter's employment as President and Chief Executive Officer of the Company.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amended and Restated Employment Agreement between the Company and Harvey S. Kanter effective April 1, 2022.
10.2	Fourth Amended and Restated Long-Term Incentive Plan.
10.3	Fifth Amended and Restated Annual Incentive Plan.
99.1	Press release dated April 5, 2022.
104	Cover Page Interactive Data File – The cover page interactive data file does not appear in the interactive data file because its XBRL tags are embedded within the Inline XBRL document.

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**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.

Destination XL Group, Inc.

Date: April 5, 2022

By: /s/ Robert S. Molloy  
Robert S. Molloy  
General Counsel and Secretary

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**AMENDED AND RESTATED****EMPLOYMENT AGREEMENT**

Destination XL Group, Inc., a Delaware corporation, with its office located at 555 Turnpike Street, Canton, Massachusetts, 02021 (the “*Company*”), and Harvey S. Kanter (“*Executive*”) (collectively, the “*Parties*”) enter into this AMENDED AND RESTATED EMPLOYMENT AGREEMENT (“*Agreement*”) dated as of April 1, 2022 and effective as of the Commencement Date (as defined below) as follows:

**1. EMPLOYMENT.**

The Company hereby agrees to continue to employ Executive, and Executive hereby agrees to continue to be employed by the Company, on an employment-at-will basis, upon the terms and subject to the conditions set forth in this Agreement.

**2. TERM OF EMPLOYMENT.**

The period of Executive’s employment under this Agreement, as amended and restated, shall begin on April 1, 2022 (the “*Commencement Date*”) and shall continue until April 1, 2025 (the “*Initial Term*”), subject to earlier termination in accordance with Section 5 below. At the expiration of the Initial Term, the Agreement shall automatically renew, upon the same terms and conditions, for successive periods of one (1) year, unless either party provides written notice of its intention not to extend the term of the Agreement for an additional one (1) year period at least 90 days prior to the applicable renewal date. As used in this Agreement, the phrase “*Employment Term*” refers to Executive’s period of employment from the Commencement Date until the date his employment is terminated or terminates and includes any renewal term hereunder.

**3. DUTIES AND RESPONSIBILITIES.**

- (a) During the Employment Term, Executive shall continue to serve as the Company’s President and Chief Executive Officer (his “*Position*”). In such capacity, Executive shall perform the customary duties and have the customary responsibilities of such Position and such other duties that are customary for such Position as may be assigned to Executive from time to time by the Company’s Board of Directors (the “*Board*”), including, without limitation, creating and executing a satisfactory succession plan. During the Employment Term, the Board agrees to nominate Executive for election to the Board by the shareholders of the Company at each shareholder meeting.
  - (b) Executive agrees to faithfully serve the Company, devote his full working time, attention and energies to the business of the Company, its subsidiaries and affiliated entities, and perform the duties under this Agreement to the best of his abilities. Executive may participate in other outside business, charitable, family, personal and/or civic activities, provided that such activities are not inconsistent with Executive’s duties under this Agreement and will not be disadvantageous to the Company. Executive must receive permission from the Board to serve on any public or private company boards and, if such permission is granted, will not serve as chairman of the board or chairman of the audit committee of such company. The Board’s current policy is to permit the Chief Executive Officer to serve on one outside board.
  - (c) Executive may work remotely from his home office in Washington State or elsewhere in the United States as long as he works in person at the Company’s offices in Canton, Massachusetts
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(the "Location") as necessary to perform the duties of his Position. The Parties anticipate that Executive will travel to, and work from, the Location at least a few business days per month. Additionally, Executive shall perform such services at such other locations as may be required for the proper performance of his duties hereunder, and Executive recognizes that such duties may involve reasonable travel.

- (d) Executive agrees (i) to comply with all applicable laws, rules and regulations; (ii) to comply with the Company's rules, procedures, policies, requirements, and directions; and (iii) not to engage in any other business or employment without the prior written consent of the Company except as otherwise specifically provided herein.

#### 4. COMPENSATION AND BENEFITS.

- (a) **Base Salary.** During the Employment Term, the Company shall pay Executive a base salary at the annual rate of \$850,000.00 per year ("Base Salary"). The Board (or a committee thereof) shall review Executive's compensation at such times as it deems appropriate and Executive's Base Salary may be adjusted to a higher rate from time to time by the Board. Such payments shall be paid in accordance with the Company's standard payroll practice for executives.
- (b) **Expense Reimbursement.** During the Employment Term, the Company shall promptly reimburse Executive for reasonable business expenses incurred by Executive in the performance of the duties under this Agreement in accordance with the Company's customary practices applicable to executives, provided that such expenses are incurred and accounted for in accordance with the Company's policy. Executive shall comply with such restrictions and shall keep such records as the Company may reasonably deem necessary to meet the requirements of the Internal Revenue Code of 1986, as amended from time to time (the "Code"), and regulations promulgated thereunder.
- (c) **Benefit Plans, Fringe Benefits, Vacations.** During the Employment Term, Executive shall be eligible to participate in or receive benefits under any 401(k) savings plan, medical and dental benefits plan, life insurance plan, short-term and long-term disability plans, supplemental and/or incentive compensation plans, or any other employee benefit or fringe benefit plan, generally made available by the Company to executives in accordance with the eligibility requirements of such plans and subject to the terms and conditions set forth in this Agreement. Executive shall be eligible for 25 days of vacation time annually, subject to the terms of the Company's vacation pay plan.
- (d) **Car Allowance.** During the Employment Term, the Company will provide Executive with an automobile allowance in the total amount of \$10,000.00 annually (pro-rated for any partial year of employment), in equal bi-weekly payments in accordance with the Company's normal payroll practices. Executive shall pay and be responsible for all insurance, repairs and maintenance costs associated with operating the automobile. Executive is responsible for his gasoline, unless the gasoline expense is reimbursable under the Company's policies and procedures.
- (e) **Attorney Fees.** The Company shall reimburse Executive up to \$20,000 for the attorney fees incurred by Executive in connection with the negotiation and drafting of this amended and restated Agreement. Request for reimbursement pursuant to this Section 4(e) must be submitted, with adequate substantiation in accordance with the Company's reimbursement policy, no later than May 31, 2022 and reimbursement shall be made no later than sixty (60) days following the date such request is submitted.
- (f) **Directors and Officers Liability Insurance Coverage.** It being the intent of the Company to provide maximum protection available under the law, the Company will maintain directors and

officers liability insurance coverage (which shall include employment practices liability coverage) in a commercially reasonable amount, consistent with prior practice, to indemnify Executive from any claims made against him in his capacity as President and Chief Executive Officer and a Director, as applicable.

(g) **Indemnification.** Pursuant to and as set forth in the Company's By-Laws and the Company's Certificate of Incorporation, the Company shall defend, indemnify and hold harmless, to the fullest extent the Company is permitted or required to do so by the General Corporation Law of the State of Delaware as the same exists or hereafter may be amended, the Executive who, by reason of the fact that he is or was a director or officer of the Company, is a party or is threatened to be made a party to a Proceeding (as defined in the Company's By-Laws). Such indemnification shall include payment by the Company, in advance of the final disposition of a Proceeding, of expenses incurred by Executive, in his capacity as a Covered Person (as defined in the Company's By-Laws), provided that such payment shall be made only upon receipt of an undertaking by the Executive to repay all amounts advanced if it should be ultimately determined that he is not entitled to be indemnified by the Company. The Company agrees that if the By-Law were to be amended to reduce only Executive's (and not other executives' or directors') indemnification rights, such amendment will not be enforceable against Executive.

(h) **Annual Bonus Plan.** During the Employment Term, Executive is eligible to earn annual bonus awards under the Company's annual incentive plan then in effect, subject to change from year to year in the Board's sole discretion (the "*Annual Incentive Plan*"). Executive's target bonus amount under the Annual Incentive Plan shall be 100% of Executive's annual Base Salary, prorated for partial years of employment in the Position. The amount of the annual bonus award payable under the Annual Incentive Plan in respect of a fiscal year shall range between 50% and 200% of the target bonus amount. If the minimum level of performance in respect of a fiscal year is not achieved, no bonus shall be payable in respect of that year. Payment, if any, will be made in accordance with and subject to the terms and conditions of the Annual Incentive Plan, as modified by this Agreement, but in no event later than 2½ months following the end of the fiscal year to which the Annual Incentive Plan relates.

If applicable, for the fiscal year in which the Company terminates the Executive's employment pursuant to Section 5(d), the Executive resigns his employment for Good Reason under Section 5(f) or in any other event pursuant to which Executive becomes eligible to be paid an annual bonus under the Annual Incentive Plan notwithstanding his termination of employment, the Company shall pay the Executive a pro rata portion (based upon the period ending on Executive's termination date during the fiscal year as compared to the total number of days in the fiscal year) of the bonus that otherwise would have been payable under this Section 4(h) for the fiscal year in which Executive's employment terminated if Executive had remained employed by the Company. The amount of this pro rata bonus shall be determined as follows: (i) unless the termination was due to death or Disability (as defined in the Annual Incentive Plan), based on the Company's performance as of the last day of the fiscal year to which the bonus relates or (ii) if the termination was due to death or Disability (as defined in the Annual Incentive Plan), based on the Company performance through the last day of the full fiscal month preceding Executive's termination. Any amount payable under this Section 4(h) shall be paid as soon as reasonably practicable following the date of determination of the amount, but in no event no later than 2 ½ months following the close of the fiscal year in which the termination occurs. In the event of any inconsistency between the Annual Incentive Plan and this Agreement with respect to Executive's annual bonus under the Annual Incentive Plan, this Agreement shall govern.

(i) **Long-Term Incentive Plan and Performance Shares.** During the Employment Term, in addition to the awards granted pursuant to Section 4(h), Executive shall be eligible to participate in the



Destination XL Group, Inc. Long-Term Incentive Plan, as it may be amended and/or restated from time to time (the “*LTIP*”), a copy of which is attached as Exhibit A. Executive’s Target Cash Value (as defined in the LTIP) shall be 170% of his Base Salary in effect at the time provided under the LTIP. LTIP awards are subject to all of the terms and conditions of the LTIP, including but not limited to, the payment timing of such awards. Additionally, in the event the unvested portion of the “P Shares” granted under the Performance Share Award Agreement dated as of February 19, 2019 (“*P Share Agreement*”) is forfeited due to a failure to vest under the Vesting Schedule provided in the P Share Agreement, subject to Executive’s continued employment, the Company will grant Executive a new performance share award after April 1, 2023 (but not later than December 31, 2023), the amount and terms of which will be set by the Board in its sole discretion.

- (j) **Travel Allowance.** During the Employment Term, Executive shall be paid a travel allowance in the amount of \$30,000.00 per calendar quarter (the “*Travel Allowance*”) which is intended to be used for Executive’s expenses related to travel between Executive’s home office and the Location as provided in Section 3(c) (e.g., airfare, taxi, ride share and/or rental car, hotel and meals). The Travel Allowance shall be paid in the first payroll of the applicable calendar quarter to which the Travel Allowance relates (or as soon as practicable thereafter). Notwithstanding the foregoing, in the event the Company amends its expense reimbursement policy so that the travel expenses described in this Section 4(j) would be covered under such policy as a permitted business expense, this Section 4(j) will become null and void and no further Travel Allowance payments will be made under this Section 4(j). In no event will the Travel Allowance be deemed to be part of Executive’s Base Salary or bonus for purposes of this Agreement, the LTIP, the Annual Incentive Plan or for any other purpose.

## 5. TERMINATION OF EMPLOYMENT.

Executive’s employment under this Agreement may be terminated under any of the circumstances set forth in this Section 5. Upon termination, Executive (or his beneficiary or estate, as the case may be) shall be entitled to receive the compensation and benefits described in Section 6 below, and, if applicable, Section 7 below.

- (a) **Death.** Executive’s employment shall terminate upon Executive’s death.
- (b) **Disability.** In the event of the Executive’s disability and to the extent permitted by applicable law, the Company shall have the right to terminate the Executive’s employment effective immediately upon written notice from the Company. The term “Disability” for purposes of this Agreement shall mean Executive’s inability, due to illness, accident or any other physical or mental incapacity or disability, to perform the material functions of his duties to the Company, with or without reasonable accommodation, for a period of ninety (90) consecutive days or for a total of one hundred twenty (120) days (whether or not consecutive) in any twelve (12) month period, as determined by a reputable healthcare provider selected by the Company). Notwithstanding anything to the contrary contained herein, Executive’s employment shall not be terminated for Disability under any circumstances that would violate Executive’s rights to reasonable accommodation and protected leave under applicable laws protecting individuals with disabilities and requiring employers to provide protected leave. Likewise, notwithstanding anything to the contrary contained herein, nothing in this Agreement shall be construed as in any way limiting the Company’s right/ability to assert/establish that any reasonable accommodation proposed by or on behalf of Executive would constitute an undue hardship for the Company. Executive’s eligibility for, and compensation pursuant to, the Company’s short-term and long-term disability plans during

the period in which he is disabled within the meaning of this Agreement shall be exclusively governed by such plans.

- (c) **Termination by the Company for Justifiable Cause.** The Company may terminate Executive's employment for Justifiable Cause at any time after providing written notice to Executive. Following delivery of such written notice from the Company, Executive (or his counsel) will have a ten (10) business day period to discuss the termination with the Board (or its counsel) to provide information to the Board (or its counsel) which Executive believes establishes either the absence of Justifiable Cause, if any, or that the Justifiable Cause event has been cured in full and to request a reconsideration of the termination by the Board. If a reconsideration is requested, the Company shall place Executive on unpaid administrative leave and defer the termination decision until the Company communicates its final decision regarding termination to Executive. If the Company's final determination is that Executive will not be terminated, Executive will be taken off administrative leave. For purposes of this Agreement, the term "Justifiable Cause" shall mean:
- (i) indictment by federal or state authorities in respect of any crime that involves theft, dishonesty or breach of trust;
  - (ii) conviction of any felony;
  - (iii) Executive's failure or refusal to perform lawful material duties consistent with Executive's position;
  - (iv) fraud or embezzlement of Company property or assets;
  - (v) a material and uncured violation by Executive of the Company's Code of Business Conduct and Ethics, the Code of Ethics for Directors, Officers and Financial Professionals or any other material Company policy;
  - (vi) intentional acts by Executive of misconduct, moral turpitude or malfeasance (intentional or reckless wrongdoing with or without malicious or tortious intent) that has a material adverse effect on the Company; or
  - (vii) a breach or violation by Executive of any material provision of this Agreement.

For the avoidance of doubt, Executive's good faith error in judgment in the normal course of business shall not constitute Justifiable Cause.

- (d) **Termination by the Company without Justifiable Cause.** The Company may terminate Executive's employment without Justifiable Cause at any time after providing written notice to Executive. For the avoidance of doubt, a termination of Executive's employment at the expiration of the Initial Term shall not be deemed a termination without Justifiable Cause. A termination of employment that meets the requirements of a Structured Retirement (as defined in the LTIP) and that occurs prior to the expiration of the Initial Term shall be deemed to be a termination by the Company without Justifiable Cause for purposes of this Agreement (other than with respect to Section 8 of this Agreement); provided, however, a termination of employment that meets the requirements of a Structured Retirement and that occurs at any time during the Employment Term (including after the Initial Term) shall be deemed to be a termination by the Company without Justifiable Cause for purposes of Section 4(h) only.

- (e) **Termination by Executive without Good Reason.** Executive may terminate his employment under this Agreement after providing not less than thirty (30) days' advance written notice to the Company.
- (f) **Termination by Executive with Good Reason.** Executive may terminate his employment under this Agreement for Good Reason. For purposes of this Agreement, "*Good Reason*" shall mean termination by Executive within ninety (90) days of the initial existence of one of the conditions described below which occurs without Executive's prior written consent prior to the expiration of the Initial Term: (i) a material diminution in Executive's Base Salary that is not also broadly and consistently applied to the Company's executive management team (but in no event more than a 10% reduction from Executive's highest Base Salary in effect during the Employment Term); (ii) a material diminution in the authority, duties, or responsibilities of the supervisor to whom the Executive is required to report, including a requirement that the Executive report to a corporate officer or employee instead of reporting directly to the Board; (iii) a material diminution in Executive's Position, authority, duties, or responsibilities; or (iv) any other action or inaction that constitutes a material breach of the Agreement by the Company. For the avoidance of doubt, a requirement that Executive report to a board of directors that is not the board of directors of a public company will be deemed to be a Good Reason condition. In order to terminate for Good Reason, Executive must provide notice to the Company of the existence of the applicable condition described above within thirty (30) days of Executive first becoming aware of the condition, upon the notice of which the Company must be provided a period of sixty (60) days during which it may remedy the condition. For the avoidance of doubt, a termination of Executive's employment at the expiration of the Initial Term shall not be deemed a termination with Good Reason.
- (g) **Termination upon Expiration of Initial Term or any Extended Term.** Executive's employment shall terminate at the expiration of the Initial Term or any extended term if the Agreement is not renewed in accordance with Section 2 of this Agreement. A termination of Executive's employment at the end of any extended term (but not at the expiration of the Initial Term) due to the Company's decision not to extend the Agreement other than due to Executive's death, Disability or for Justifiable Cause, shall be deemed a termination without Justifiable Cause. The Parties agree that if the Agreement is not renewed by the Company at the end of the Initial Term and Executive's employment terminates upon such expiration for any reason (including due to a Structured Retirement) *other than* due to Executive's death, Disability or for Justifiable Cause, Executive shall be eligible to be paid severance pursuant to Section 7(b)(iii) of this Agreement, subject to the requirements of this Agreement.
- (h) **Board Resignation(s).** Upon termination of Executive's employment with the Company, for any reason, Executive shall resign immediately from the Board and from all affiliate boards of directors, if any, on which he is then currently serving as an officer of such affiliates, and agrees to execute such documents as are reasonably necessary or appropriate to effectuate such resignations.
- (i) **Board Deliberations Concerning Executive.** Executive understands and agrees that, regardless of whether he is serving as a Director on the Board at the time, he shall not participate in any deliberations or actions undertaken by the Board with respect to any determination that the Board may consider reaching with respect to matters covered by this Section 5. Notwithstanding the foregoing, at any time the Board is considering matters covered by this Section 5, Executive shall be provided a meaningful opportunity to address the Board on his own behalf.

## 6. COMPENSATION FOLLOWING TERMINATION OF EMPLOYMENT.

Upon termination of Executive's employment under this Agreement for any reason, Executive (or his designated beneficiary or estate, as the case may be) shall be entitled to receive the following compensation:

- (a) **Earned but Unpaid Compensation, Expense Reimbursement.** The Company shall pay Executive any accrued but unpaid Base Salary for services rendered to the date of termination, any accrued but unpaid expenses required to be reimbursed under this Agreement, any accrued but unused vacation as of the termination date, and any unpaid annual bonus earned with respect to a prior year (but only to the extent provided in the Annual Incentive Plan and Section 4(h)).
- (b) **Other Compensation and Benefits.** Except as may be provided under this Agreement,
  - (i) any benefits to which Executive may be entitled pursuant to the plans, policies and arrangements referred to in Section 4(c) above shall be determined and paid in accordance with the terms of such plans, policies and arrangements, and
  - (ii) Executive shall have no right to receive any other compensation, or to participate in any other plan, arrangement or benefit, with respect to future periods after such termination or resignation except as otherwise provided in such plans.

## 7. ADDITIONAL COMPENSATION PAYABLE FOLLOWING TERMINATION IN CERTAIN CIRCUMSTANCES.

- (a) **Requirements for Additional Compensation.** In addition to the compensation set forth in Section 6 above, Executive will receive the additional compensation set forth in the applicable section of subsection (b) below, only if the following requirements are met:
  - (i) Executive's employment is terminated by the Company without Justifiable Cause pursuant to Section 5(d) or Executive terminates employment for Good Reason pursuant to Section 5(f) during the Initial Term or during any extended one-year term, or Executive is terminated by the Company because the Company timely elects not to renew the Agreement at the expiration of the Initial Term (and the Company does not have a basis to terminate Executive due to Executive's death, Disability or for Justifiable Cause);
  - (ii) Executive is not in material breach of the restrictive covenants set forth in Section 8 below and Executive has complied with Section 5(h); and
  - (iii) Executive signs (and does not thereafter timely revoke) a general release in a form substantially similar to the form of separation agreement and general release attached hereto as **Exhibit B**, with such changes as may be required to: (x) comply with applicable law, and (y) preserve all of Executive's rights with regard to Executive's vested equity interests in the Company, on or after his employment termination date within the time determined by the Company, but no later than the 60<sup>th</sup> day following such termination of employment. For the avoidance of doubt, the Company shall present Executive with the separation agreement and general release referenced above no later than ten (10) days following termination of employment and shall allow Executive at least 21 days to consider the separation agreement and general release prior to Executive's execution of such separation agreement and general release.
- (b) **Additional Compensation.** The Company shall provide Executive with the following compensation and benefits, as applicable:

(i) **If a Termination by the Company without Justifiable Cause Pursuant to Section 5(d) or by Executive for Good Reason Pursuant to Section 5(f) Occurs During the Initial Term:**

- (A) Payments equal to (i) the Base Salary Executive would have been paid through the end of the Initial Term if Executive had remained employed through such date PLUS (ii) the amounts Executive would have been paid as bonuses under the Company's Annual Incentive Plan for the remaining partial and complete fiscal years in the Initial Term as if Executive had remained employed through the end of the Initial Term assuming that the annual bonus for each remaining partial or complete fiscal year in such period would have been equal to the target bonus amount (prorated for partial years) using Executive's Base Salary in effect at the time of Executive's termination (the "*Initial Term Severance Payments*"), paid in equal monthly installments over the twenty-four (24) month period immediately following Executive's termination of employment (the "*Severance Period*"); provided that the first installment payment of the Initial Term Severance Payments shall be made on the sixtieth (60<sup>th</sup>) day after the date of Executive's termination, and will include payment of any installment payments that were otherwise due prior thereto; and provided further that notwithstanding the foregoing, in the event Executive's termination occurs within the one (1)-year period immediately following a Change in Control, the amount payable pursuant to this Section 7(b)(i)(A) shall instead be an amount equal to (i) two (2) times Executive's then current Base Salary PLUS (ii) two (2) times Executive's target bonus under the Company's Annual Incentive Plan applicable for the fiscal year of termination (the "*CIC Severance*"), paid in equal monthly installments over the Severance Period and, if Executive's termination occurs upon or following a Change in Control which constitutes a "change in control event" for purposes of Code Section 409A, then such CIC Severance shall be paid in a single lump sum within sixty (60) days following Executive's termination of employment (or otherwise shall be payable in monthly installments as originally contemplated by this Section 7(b)(i)(A)); plus
- (B) subject to (x) Executive's timely election of continuation coverage under COBRA, and (y) Executive's continued copayment of premiums at the same level and cost to Executive as if Executive were an employee of the Company (excluding, for purposes of calculating cost, an employee's ability to pay premiums with pre-tax dollars), continued payment by the Company of his health, dental and vision insurance coverage during the twelve (12) month period following the date of termination to the same extent that the Company paid for such coverage immediately prior to the date of termination, in a manner intended to avoid any excise tax under Section 4980D of the Code, subject to the eligibility requirements and other terms and conditions of such insurance coverage.

(ii) **If a Termination by the Company without Justifiable Cause Pursuant to Section 5(d) or by Executive for Good Reason Pursuant to Section 5(f) Occurs During any One-Year Term that Commences after the End of the Initial Term:**

- (A) Payments equal to Executive's then current Base Salary PLUS Executive's target bonus under the Company's Annual Incentive Plan using Executive's Base Salary in effect at the time of Executive's termination (the "*Severance Payments*"), paid in equal monthly installments over the Severance Period; provided that the first installment payment of the Severance Payments shall be made on the sixtieth (60<sup>th</sup>) day after the date of Executive's termination, and will include payment of any installment payments that were otherwise due prior thereto; and provided further that notwithstanding the

foregoing, in the event Executive's termination occurs during the one (1)-year period immediately following a Change in Control, the amount payable pursuant to this Section 7(b)(ii)(A) shall instead be an amount equal the CIC Severance, paid in equal monthly installments over the Severance Period, and, if Executive's termination occurs upon or following a Change in Control which constitutes a "change in control event" for purposes of Code Section 409A, then such CIC Severance shall be paid in a single lump sum within sixty (60) days following Executive's termination of employment (or otherwise shall be payable in installments as originally contemplated by this Section 7(b)(ii)(A); plus

- (B) Subject to (x) Executive's timely election of continuation coverage under COBRA, and (y) Executive's continued copayment of premiums at the same level and cost to Executive as if Executive were an employee of the Company (excluding, for purposes of calculating cost, an employee's ability to pay premiums with pre-tax dollars), continued payment by the Company of his health, dental and vision insurance coverage during the twelve (12) month period following the date of termination to the same extent that the Company paid for such coverage immediately prior to the date of termination, in a manner intended to avoid any excise tax under Section 4980D of the Code, subject to the eligibility requirements and other terms and conditions of such insurance coverage.

(iii) **If Termination Occurs Because the Company Timely Elects Not to Renew the Agreement at the Expiration of the Initial Term (which includes a termination due to a Structured Retirement at the end of the Initial Term):**

Payments equal to three (3) months of Executive's then current Base Salary PLUS 25% of Executive's target bonus under the Company's Annual Incentive Plan applicable for the fiscal year of termination (the "Non-Renewal Severance Payments"), paid in equal monthly installments over the Severance Period; provided that the first installment payment of the Non-Renewal Severance Payments shall be made on the sixtieth (60<sup>th</sup>) day after the date of Executive's termination, and will include payment of any installment payments that were otherwise due prior thereto.

- (c) For purposes of this Agreement, a "Change in Control" shall have the meaning provided in the 2016 Plan.
- (d) For the avoidance of doubt, all of Executive's unvested equity awards shall vest upon or following his termination of employment, if at all, solely in accordance with the terms and conditions of the applicable plan and award agreement. For the avoidance of doubt, the definitions of Justifiable Cause and Good Reason in this Agreement will apply for 2016 Plan and LTIP purposes. Accordingly, a termination of employment that meets the requirements of a Structured Retirement and that occurs prior to the expiration of the Initial Term shall be deemed to be a termination without Justifiable Cause under any outstanding awards granted to Executive under the LTIP (whether granted prior to the Commencement Date or after), any outstanding restricted stock unit awards previously granted to Executive and any outstanding performance share award previously granted to Executive.

**8. RESTRICTIVE COVENANTS**

- (a) **Confidential Information/Competitive Business.**

(i) **Confidential Information and Trade Secrets.** Executive agrees that during the course of employment with the Company, Executive has and will come into contact with and have access to various forms of Confidential Information and Trade Secrets, which are the property of the Company. This information relates both to the Company, its customers, vendors and its employees. Such Confidential Information and Trade Secrets include, but are not limited to:

- (A) information with respect to costs, commissions, fees, profits, sales, markets, products and product formulae, mailing lists, strategies and plans for future business, new business, product or other development, new and innovative product ideas, potential acquisitions or divestitures, and new marketing ideas;
- (B) proprietary technology, trade secrets, patented processes, research and development data, know-how, market studies and forecasts, financial data, competitive analyses, pricing policies, product formulations, algorithms, system designs, site maps, information processing methodologies, software, software coding methodologies, computer system interfaces, website functionality, information security processes, business methods, procedures, devices, machines, equipment, data processing programs, software computer models, research projects, system customizations, program implementation plans, and other information and means used by the Company in the conduct of its business;
- (C) the identity of the Company's customers and product end users, their names and addresses, the names of representatives of the Company's customers responsible for entering into contracts with the Company, the amounts paid by such customers to the Company, specific customer needs and requirements, and leads and referrals to prospective customers, the substance of agreements with customers, suppliers and others, marketing or dealership arrangements, servicing and training programs and arrangements, supplier lists, customer lists;
- (D) unless otherwise prohibited by applicable law, the identity and number of the Company's employees other than Executive, their salaries, bonuses, benefits, qualifications and abilities obtained from the employee's confidential personnel files, personnel policies; and
- (E) any documents embodying such confidential information described in (A) – (D) above.

all of which information Executive acknowledges and agrees is not generally known or available to the general public, but has been developed, compiled or acquired by the Company at its great effort and expense. Confidential Information and Trade Secrets can be in any form: oral, written or machine readable, including electronic files. Confidential Information shall not include information that became or becomes generally known to the men's apparel industry through no wrongful act of Executive. Further, and not withstanding anything else to the contrary in this Agreement, Executive's general knowledge, experience and "know-how" in the retail industry shall not constitute Confidential Information subject to this Agreement.

(ii) **Secrecy of Confidential Information and Trade Secrets Essential.** Executive acknowledges and agrees that the Company is engaged in a highly competitive business and that its competitive position depends upon its ability to maintain the confidentiality of the Confidential Information and Trade Secrets. Executive acknowledges and agrees that the Company's Confidential Information and Trade Secrets were developed, compiled and acquired by the

Company over a considerable period of time and at its great effort and expense. Executive further acknowledges and agrees that any disclosure, divulging, revelation or use of any of the Confidential Information and Trade Secrets, other than in connection with the Company's business or as specifically authorized by the Company, will be highly detrimental to the Company, and that serious loss of business and pecuniary damage may result therefrom.

- (b) **Non-Disclosure of Confidential Information.** Accordingly, Executive agrees, except as specifically required in the performance of his duties on behalf of the Company, as compelled by applicable law, or for disclosures by Executive to his spouse and to his personal, legal or financial advisors, Executive will not, while associated with the Company and for so long thereafter as the pertinent information or documentation remains confidential, directly or indirectly use, disclose or disseminate to any other person, organization or entity or otherwise use any of the Company's Confidential Information and Trade Secrets; further Executive agrees to maintain Company's Confidential Information and Trade Secrets in strict confidence and to use all commercially reasonable efforts to not allow any unauthorized access to, or disclosure of, the Company's Confidential Information and Trade Secrets.
- (i) Nothing in this Agreement (i) prohibits Executive from reporting an event that he reasonably and in good faith believes is a violation of law to the relevant law-enforcement agency (including without limitation the Securities and Exchange Commission), and nothing herein requires notice to or approval from the Company before doing so, or (ii) prohibits Executive from cooperating in an investigation conducted by such law-enforcement agency, including without limitation, by disclosing and testifying truthfully as to relevant information.
- (ii) Executive is also hereby provided notice that under the 2016 Defend Trade Secrets Act: (x) no individual will be held criminally or civilly liable under federal or state trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law, or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public, and, (y) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.
- (c) **Return of Material.** Executive further agrees to deliver to the Company, immediately upon resignation or separation from the Company for any reason, or at any other time the Company so requests, all of the following (other than Executive's own compensation information and address book, file and other personal information, documents or items that may reside on the Company's premises, systems or devices which can be removed from any systems/devices only in coordination with the Company's designated IT professional) that may be in his possession or under his control:
- (i) any and all documents, files, notes, memoranda, databases, computer files and/or other computer programs reflecting any Confidential Information and Trade Secrets whatsoever, or otherwise relating to the Company's business;
- (ii) lists of the Company's customers or leads or referrals to prospective customers;
- (iii) any computer equipment, home office equipment, automobile or other business equipment belonging to the Company which Executive may then possess or have under his control; and



- (iv) all product formulations, algorithms, system designs, site maps, information processing methodologies, software, software coding methodologies, website functionality, information security processes, business methods, procedures, devices, machines, equipment, data processing programs, software computer models, research projects, system customizations, program implementation plans and other information and means used by the Company in the conduct of its business and all other confidential information described in (A) – (D) above.
- (d) **No Competitive Activity.** Executive acknowledges and agrees that the Company is engaged in a highly competitive business and that by virtue of Executive's position and responsibilities with the Company and Executive's access to the Confidential Information and Trade Secrets, engaging in any business which is directly competitive with the Company will cause Company great and irreparable harm. Therefore, in consideration for the LTIP awards referenced in Section 4(i) above and the potential to receive additional compensation pursuant to Section 7(a) and 7(b) above, Executive further covenants and agrees that at all times
- (i) During his period of employment with the Company, and
- (ii) during the period beginning on the date of termination of his employment (whether such termination is voluntary or involuntary, with Good Reason or without Good Reason, for Justifiable Cause or without Justifiable Cause, due to a Structured Retirement or otherwise) and ending on the date that is the later of (A) one (1) year following Executive's termination from employment, or (B) the expiration of any tolling period extending the one year period in clause (A),

Executive shall not, directly or indirectly, engage in, assist, or have any active interest or involvement - whether as an employee, agent, consultant, creditor, advisor, officer, director, stockholder (excluding holding of less than 3% of the stock of a public company), partner, proprietor or any type of principal whatsoever) or in any other capacity whatsoever, engage in, become financially interested in, be employed by, render any consultation or business advice with respect to, accept any competitive business on behalf of, or have any connection with any business which is competitive with products or services of the Company or any subsidiaries or affiliates, in any geographic area in which the Company or any of its subsidiaries or affiliates are then conducting or proposing to conduct business, including, without limitation, the United States of America and its possessions, Canada and Europe; provided, however, that Executive may own any securities of any corporation which is engaged in such business and is publicly owned and traded but in an amount not to exceed at any one time three percent (3%) of any class of stock or securities of such corporation. For purposes of this provision, a business competitive with the products and services of the Company (or such subsidiaries or affiliates) is limited to a specialty retailer which primarily distributes, sells or markets so-called "big and tall" apparel of any kind for men or which utilizes the "big and tall" retail or wholesale marketing concept as part of its business, or any other business line the Company may enter into in the future and during Executive's employment. However, nothing in this Section 8 shall be deemed to prohibit Executive from providing services to or becoming involved with any entity with a division or subsidiary that engages in a business competitive with the products and services of the Company (or any subsidiary or affiliate of the Company), as long as Executive is not the chief executive officer of the entity and/or does not work in that competitive division or subsidiary. By signing below, Executive acknowledges and agrees that Executive has received sufficient mutually agreed-upon consideration for agreeing to be bound by the obligations in this Section 8, specifically the LTIP awards, the access to Company confidential information and the potential to receive salary continuation as severance pay (as set forth in Section 7(a) and 7(b) above) in the event Executive is terminated by the Company without Justifiable Cause, Executive terminates for Good Reason or is terminated by the Company at the

end of the Initial Term (including due to a Structured Retirement), after Executive signs the separation and general release acceptable to the Company. Executive further acknowledges and agrees that the No Competitive Activity restrictions in this Section 8(d) shall apply, including in the event of a termination due to a Structured Retirement, unless Executive is terminated without Justifiable Cause or terminates for Good Reason as defined in this Agreement. The Company's determination as to whether Justifiable Cause exists must be objectively reasonable and based on evidence. The non-competition restrictions in this Section 8(d) shall become effective as of the Commencement Date.

- (e) **Non-Solicitation of Customers and Others.** Executive acknowledges and agrees that solely by reason of employment by the Company, Executive has and will come into contact with some, most or all of the Company's customers and will have access to Confidential Information and Trade Secrets regarding the Company's customers as set forth in Section 8(a) of this Agreement. Therefore, Executive covenants and agrees that at all times during the period beginning on the date of termination of his employment (whether such termination is voluntary or involuntary, with Good Reason or without Good Reason, for Justifiable Cause or without Justifiable Cause, due to a Structured Retirement or otherwise) and ending (A) one (1) year following his date of termination or (B) the expiration of any tolling period extending the one year period in clause (A), Executive shall not directly or indirectly, solicit, contact, do business with, call upon, communicate with any customer, former customer, retailer, supplier, service provider, and/or wholesaler of the Company for the purpose of providing any product or service that was provided (or that was planned to be provided) by the Company at the time of Executive's separation from employment. This restriction shall apply to any customer, former customer, retailer, supplier, service provider, and/or wholesaler of the Company in the "big and tall" male apparel industry with whom Executive had contact or about whom Executive obtained Confidential Information or Trade Secrets during the twenty-four (24) months preceding the Executive's separation from employment with the Company.
- (f) **Non-Solicitation of Employees.** Executive acknowledges and agrees that solely as a result of employment with the Company, Executive has and will come into contact with and acquire confidential information regarding some, most, or all of the Company's employees. Therefore, Executive covenants and agrees that at all times
  - (i) During his period of employment with the Company, and
  - (ii) during the period beginning on the date of termination of his employment (whether such termination is voluntary or involuntary, with Good Reason or without Good Reason, for Justifiable Cause or without Justifiable Cause, due to a Structured Retirement or otherwise) and ending on the later of (A) one (1) year following his date of termination or (B) the expiration of any tolling period extending the one year period in clause (A),

Executive shall not, either on Executive's own account or on behalf of any person, firm, or business entity, recruit, solicit, interfere with, or endeavor to cause any employee of the Company with whom Executive came into contact or about whom Executive obtained confidential information, to leave his or her employment with the Company, or to work in a capacity that is competitive with the Company, or to work in a capacity that is similar to the capacity in which the employee was employed by the Company.

- (g) **Inventions and Discoveries.** Upon execution of this Agreement and thereafter, Executive shall promptly and fully disclose to the Company, and with all necessary detail for a complete understanding of the same, all existing and future developments, know-how, discoveries, inventions, improvements, concepts, ideas, writings, formulae, processes and Methods (whether

copyrightable, patentable or otherwise) made, received, conceived, acquired or written during working hours, or otherwise, by Executive (whether or not at the request or upon the suggestion of the Company) during the period of his employment with, or rendering of advisory or consulting services to, the Company or any of its subsidiaries or affiliates, solely or jointly with others, in or relating to any activities of the Company or its subsidiaries or affiliates known to him as a consequence of his employment or the rendering of advisory and consulting services hereunder (collectively the "Subject Matter"). The Company and Executive acknowledge that Executive has previously authored a book and other published material, and may do so again in the future, and that any such published material authored by Executive does not constitute Subject Matter subject to this Agreement, provided however, that any such published material does not also constitute Confidential Information and Trade Secrets within the meaning of Section 8(a) above.

Except for any previously published material or to be published material authored by Executive, Executive hereby assigns and transfers, and agrees to assign and transfer, to the Company, all his rights, title and interest in and to the Subject Matter, and Executive further agrees to deliver to the Company any and all drawings, notes, specifications and data relating to the Subject Matter, and to execute, acknowledge and deliver all such further papers, including applications for copyrights or patents, as may be necessary to obtain copyrights and patents for any thereof in any and all countries and to vest title thereto to the Company at the Company's sole expense. Executive shall assist the Company in obtaining such copyrights or patents during the term of this Agreement, and at any time thereafter on reasonable notice and at mutually convenient times, and Executive agrees to testify in any prosecution or litigation involving any of the Subject Matter; provided, however, after the Employment Term that Executive shall be compensated in a timely manner at the rate of \$1,000.00 per day (or portion thereof), plus out-of-pocket expenses incurred in rendering such assistance or giving or preparing to give such testimony if it is required after the termination of this Agreement.

- (a) **Non-Disparagement.** Except as otherwise required by law, including providing truthful testimony, including opinion testimony, about the other in any legitimate legal proceeding or investigation (including depositions), each of Executive and the senior executive team of the Company and the Board (the senior executive team of the Company and the Board collectively being the Company's "Senior Individuals") covenants and agrees that during the course of Executive's employment by the Company and at any time thereafter, neither Executive nor the Senior Individuals shall, directly or indirectly, in public or private, willfully deprecate, impugn, disparage, or make any remarks that would tend to or be construed to tend to defame the other, its products or services, or any of its officers, directors, employees, relatives, affiliates or agents; nor shall Executive or the Senior Individuals assist any other person, firm or entity in so doing. For the avoidance of doubt, nothing in this Agreement shall be deemed to limit statements made by Executive in his capacity as a holder of equity interests in the Company with respect to matters of concern related to his equity interests. Nor shall this provision be deemed to limit competitive speech or commercial comparisons regarding services or products by Executive following expiration of the period during which Executive is prohibited from competing with the Company, provided, however, that any such statements made by Executive do not disclose any Confidential Information and Trade secrets within the meaning of Section 8(a) above or any term of this Agreement considered by the Company to be confidential.
- (b) **Conflict of Interest.** Executive may not use his position at the Company, or knowledge of any of the Company's Confidential Information or Trade Secrets, or any of the Company's assets, for personal gain. A direct or indirect financial interest, including joint ventures in or with a supplier,

vendor, customer or prospective customer without disclosure and written approval from the Board is strictly prohibited.

- (g) **Extension of Restrictive Periods.** The restrictive periods set forth in Section 8 of this Agreement shall not expire and shall be tolled during any period in which Executive is in violation of such restrictive periods, and therefore such restrictive period shall be extended for a period equal to the duration of Executive's violation thereof.

#### 9. ENFORCEMENT OF COVENANTS.

- (a) **Termination of Employment and Forfeiture of Compensation.** Executive agrees that in the event he has materially breached any of the covenants set forth in Section 8 above during his employment, the Company shall have the right to terminate his employment for Justifiable Cause, but only if Executive fails to cure such breach within a reasonable period of time following his receipt from the Company of written notice of such breach. In addition, Executive agrees that if he has materially breached any of the covenants set forth in Section 8 at any time, the Company shall have the right to discontinue any or all remaining benefits payable pursuant to Section 7 above, as applicable, but only if Executive fails to cure such breach within a reasonable period of time following his receipt from the Company of written notice of such breach. Such termination of employment or discontinuance of benefits shall be in addition to and shall not limit any and all other rights and remedies that the Company may have against Executive and the release set forth in Section 7(a)(iii) shall remain in full force and effect.
- (b) **Right to Injunction.** Executive acknowledges and agrees that compliance with the covenants set forth in this Agreement is necessary to protect the business and goodwill of the Company and any breach of the covenants set forth in Section 8 above will cause irreparable damage to the Company with respect to which the Company's remedy at law for damages will be inadequate. Therefore, in the event of breach or anticipatory breach of the covenants set forth in this Section 8 by Executive, Executive and the Company agree that the Company shall be entitled to seek the following particular forms of relief, in addition to any remedies otherwise available to it at law or equity and without the need for posting any bond: (i) injunctions, both preliminary and permanent, enjoining or restraining such breach or anticipatory breach and Executive hereby consents to the issuance thereof forthwith and without bond by any court of competent jurisdiction; and (ii) recovery of all reasonable sums expended and costs, including reasonable attorney's fees, incurred by the Company to enforce the covenants set forth in Section 8.
- (c) **Separability of Covenants.** The covenants contained in Section 8 above constitute a series of separate covenants, one for each applicable State in the United States and the District of Columbia, and one for each applicable foreign country. If in any judicial proceeding, a court shall hold that any covenant set forth in Section 8 is not permitted by applicable law, then Executive and the Company agree that such provision shall and is hereby reformed to the reasonable time, geographic, or occupational limitations permitted by such laws. Further, in the event a court shall hold unenforceable any of the separate covenants deemed included herein, then such unenforceable covenant or covenants shall be deemed eliminated from the provisions of this Agreement for the purpose of such proceeding to the extent necessary to permit the remaining separate covenants to be enforced in such proceeding. Executive and the Company further agree that the covenants in Section 8 shall each be construed as a separate agreement independent of any other provisions of this Agreement, and the existence of any claim or Justifiable Cause of action by Executive against the Company whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of any of the covenants set forth in Section 8.

#### **10. WITHHOLDING OF TAXES.**

The Company shall withhold from any compensation and benefits payable under this Agreement all applicable federal, state, local, or other taxes.

#### **11. NO CLAIM AGAINST ASSETS.**

Nothing in this Agreement shall be construed as giving Executive any claim against any specific assets of the Company or as imposing any trustee relationship upon the Company in respect of Executive. The Company shall not be required to establish a special or separate fund or to segregate any of its assets in order to provide for the satisfaction of its obligations under this Agreement. Executive's rights under this Agreement shall be limited to those of an unsecured general creditor of the Company and its affiliates.

#### **12. REPRESENTATIONS AND AGREEMENTS OF EXECUTIVE**

(a) Executive represents and warrants that he is free to enter into this Agreement and to perform the duties required hereunder, and that there are no employment contracts or understandings, restrictive covenants or other restrictions, whether written or oral, preventing the performance of his duties hereunder.

(b) Executive represents and warrants that he has never been convicted of a felony and he has not been convicted or incarcerated for a misdemeanor within the five years preceding the Commencement Date, other than a first conviction for drunkenness, simple assault, speeding, minor traffic violations, affray, or disturbance of the peace.

(c) Executive represents and warrants that he has never been a party to any judicial or administrative proceeding that resulted in a judgment, decree, or final order (i) enjoining him from future violations of, or prohibiting any violations of any federal or state securities law, or (ii) finding any violations of any federal or state securities law.

Any breach of any of the above representations and warranties is "Justifiable Cause" for termination under Section 5(c) of this Agreement.

#### **13. SUCCESSORS AND ASSIGNMENT.**

Except as otherwise provided in this Agreement, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, representatives, successors and assigns. The rights and benefits of Executive under this Agreement are personal to him and no such right or benefit shall be subject to voluntary or involuntary alienation, assignment or transfer; provided, however, that nothing in this Section 13 shall preclude Executive from designating a beneficiary or beneficiaries to receive any benefit payable on his death.

#### **14. ENTIRE AGREEMENT; AMENDMENT.**

As of the Commencement Date, this Agreement, as amended and restated, shall supersede any and all existing oral or written agreements, representations, or warranties between Executive and the Company or any of its subsidiaries or affiliated entities relating to the terms of Executive's employment. For the avoidance of doubt, the 2016 Plan and LTIP are not incorporated by reference into this Agreement. This Agreement may not be amended except by a written agreement signed by both Parties. Each Party may, in its sole discretion, during the term of Executive's employment with the Company and thereafter, provide

copies of this Agreement (or excerpts of the Agreement) to others, including businesses or entities that may employ, do business with, or consider employing Executive in the future. Executive further agrees that any subsequent change or changes in his duties, compensation or areas of responsibility shall in no way affect the validity of this Agreement or otherwise render inapplicable any of the provisions of Sections 4(f), 4(g), 8 or 9 of this Agreement, which shall remain in full force and effect except as may be modified by a subsequent written agreement. Executive understands that he is advised to consult with an attorney before signing this Agreement, and confirms that he has in fact been represented by an attorney throughout the negotiation of and prior to signing this Agreement.

#### 15. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the domestic substantive laws of the Commonwealth of Massachusetts, without giving effect to any conflicts or choice of laws rule or provision that would result in the application of the domestic substantive laws of any other jurisdiction. The parties shall attempt to resolve any dispute, controversy or difference that may arise between them through good faith negotiations. In the event the parties fail to reach resolution of any such dispute within thirty (30) days after entering into negotiations, either party may proceed to institute action in federal court in Boston or in Superior Court in Suffolk or Norfolk County, Commonwealth of Massachusetts, which courts shall have exclusive jurisdiction, and each party consents to the personal jurisdiction of any such state or federal court. Executive agrees and acknowledges that this is a proper and convenient forum and will not raise objections to this venue based on inconvenient forum, improper venue or similar grounds. **By signing this Agreement both parties expressly waive their right to a trial by jury in any such actions filed.**

#### 16. SECTION 409A

- (a) Although the Company does not guarantee the tax treatment of any payments under the Agreement, the intent of the Parties is that the payments and benefits under this Agreement be exempt from, or comply with, Section 409A of the Code and all Treasury Regulations and guidance promulgated thereunder (“Code Section 409A”) and to the maximum extent permitted the Agreement shall be limited, construed and interpreted in accordance with such intent. In no event whatsoever shall the Company or its affiliates or their respective officers, directors, employees or agents be liable for any additional tax, interest or penalties that may be imposed on Executive by Code Section 409A or damages for failing to comply with Code Section 409A.
- (b) Notwithstanding any other provision of this Agreement to the contrary, to the extent that any reimbursement of expenses constitutes “deferred compensation” under Code Section 409A, such reimbursement shall be provided no later than December 31 of the year following the year in which the expense was incurred. The amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year. The amount of any in-kind benefits provided in one year shall not affect the amount of in-kind benefits provided in any other year.
- (c) For purposes of Code Section 409A (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), the right to receive payments in the form of installment payments shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment shall at all times be considered a separate and distinct payment. Whenever a payment under this Agreement may be paid within a specified period, the actual date of payment within the specified period shall be within the sole discretion of the Company.
- (d) Notwithstanding any other provision of this Agreement to the contrary, if at the time of Executive’s separation from service (as defined in Code Section 409A), Executive is a “Specified Employee”,

then the Company will defer the payment or commencement of any nonqualified deferred compensation subject to Code Section 409A payable upon separation from service (without any reduction in such payments or benefits ultimately paid or provided to Executive) until the date that is six (6) months following separation from service or, if earlier, the earliest other date as is permitted under Code Section 409A (and any amounts that otherwise would have been paid during this deferral period will be paid in a lump sum on the day after the expiration of the six (6) month period or such shorter period, if applicable). Executive will be a “*Specified Employee*” for purposes of this Agreement if, on the date of Executive’s separation from service, Executive is an individual who is, under the method of determination adopted by the Company designated as, or within the category of employees deemed to be, a “*Specified Employee*” within the meaning and in accordance with Treasury Regulation Section 1.409A-1(i). The Company shall determine in its sole discretion all matters relating to who is a “*Specified Employee*” and the application of and effects of the change in such determination.

- (e) Notwithstanding anything in this Agreement or elsewhere to the contrary, a termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits that constitute “non-qualified deferred compensation” within the meaning of Code Section 409A upon or following a termination of the Employee’s employment unless such termination is also a “separation from service” within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a “termination,” “termination of employment” or like terms shall mean “separation from service” and the date of such separation from service shall be the date of termination for purposes of any such payment or benefits.

#### 17. LIMITATION ON PAYMENTS

- (a) In the event that any payments and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute “parachute payments” within the meaning of Section 280G of the Code, and (ii) but for this Section 17, would be subject to the excise tax imposed by Section 4999 of the Code, then any amounts payable under this Agreement or otherwise will be either:
  - (i) delivered in full, or
  - (ii) delivered as to such lesser extent which would result in no portion of such benefits being subject to excise tax under Section 4999 of the Code,
  - (iii) whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by Executive on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code.
- (b) If a reduction in severance and other benefits constituting “parachute payments” is necessary so that benefits are delivered to a lesser extent, reduction will occur in the following order: (i) reduction of cash payments not subject to Code Section 409A and then cash payments subject to Code Section 409A; (ii) cancellation of accelerated vesting of equity awards (by cutting back performance-based awards first and then time-based awards, based on reverse order of vesting dates (rather than grant dates)), if applicable; and (iii) reduction of employee benefits.
- (c) Unless the Company and Executive otherwise agree in writing, any determination required under this Section 17 will be made in writing by the Company’s independent public accountants or by such other person or entity to which the parties mutually agree (the “Firm”), whose determination

will be conclusive and binding upon Executive and the Company. For purposes of making the calculations required by this Section 17, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive will furnish to the Firm such information and documents as the Firm may reasonably request in order to make a determination under this Section. The Company will bear all costs the Firm may incur in connection with any calculations contemplated by this Section 17.

#### 18. NOTICES.

Any notice, consent, request or other communication made or given in connection with this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by nationally recognized overnight courier services, by registered or certified mail, return receipt requested, by facsimile or by hand delivery, to those listed below at their following respective addresses or at such other address as each may specify by notice to the others:

To the Company:

Destination XL Group, Inc.  
555 Turnpike Street  
Canton, MA 02021  
Attention: Chair of the Board of Directors

To Executive:

Harvey S. Kanter  
At Executive's current address, as set forth in the payroll records of the Company

#### 19. INTERPRETATION OF 2016 PLAN.

For the avoidance of doubt, Executive'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.

#### 20. MISCELLANEOUS.

- (a) **Waiver.** The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
- (b) **Separability.** If any term or provision of this Agreement above is declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such term or provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.
- (c) **Headings.** Section headings are used herein for convenience of reference only and shall not affect the meaning of any provision of this Agreement.
- (d) **Rules of Construction.** Whenever the context so requires, the use of the singular shall be deemed to include the plural and vice versa.



- (e) **Counterparts.** This Agreement may be executed via electronic signature and in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts will together constitute but one Agreement.
- (f) **Survival.** Any provision of this Agreement which, by its nature, does or may require complete or partial performance or satisfaction following the termination of this Agreement (including, without limitation, Sections 4(f), 4(g), 6, 7, 8, 9, 15, 17 and 19 hereof), shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year set forth below.

**DESTINATION XL GROUP, INC.**

**HARVEY S. KANTER**

By: /s/ Willem Mesdag

/s/ Harvey S. Kanter

Name: Willem Mesdag

Date: April 1, 2022

Title: Director and Chairman, Compensation Committee

Address: 12 Meadow Lane  
Mercer Island, WA 98040-5340

Date: April 1, 2022

**EXHIBIT A**

Fourth Amended and Restated Long-Term Incentive Plan  
(attached separately)

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EXHIBIT B

SEPARATION AGREEMENT AND GENERAL RELEASE OF CLAIMS

1. [INSERT EXECUTIVE'S NAME] ("Executive"), for him- or herself and his or her family, heirs, executors, administrators, legal representatives and their respective successors and assigns, in exchange for good and valuable consideration to be paid after the date of Executive's termination as set forth in the Employment Agreement to which this release is attached as Exhibit B (the "Employment Agreement"), does hereby release and forever discharge, to the maximum extent permitted by law, Destination XL Group, Inc. (the "Company"), its subsidiaries, affiliated companies, successors and assigns, and their respective current or former directors, officers, employees, shareholders or agents in such capacities (collectively with the Company, the "Released Parties") from any and all actions, causes of action, suits, controversies, claims and demands whatsoever, for or by reason of any matter, cause or thing whatsoever, whether known or unknown including, but not limited to, the Age Discrimination in Employment Act (the "ADEA"); the Massachusetts Law Against Discrimination, G.L. c. 151B; the Massachusetts Wage Payment Statute, G.L. c. 149, §§ 148, 148A, 148B, 149, 150, 150A-150C, 151, 152, 152A, et seq.; the Massachusetts Wage and Hour laws, G.L. c. 151§1A et seq.; and all claims under any applicable laws arising under or in connection with Executive's employment or termination thereof, whether for tort, breach of express or implied employment contract, wrongful discharge, intentional infliction of emotional distress, or defamation or injuries incurred on the job or incurred as a result of loss of employment. Executive acknowledges that the Company encouraged Executive to consult with an attorney of Executive's choosing, and through this General Release of Claims advises Executive to consult with his or her attorney with respect to possible claims, including but not limited to claims under the ADEA, and that Executive understands that the ADEA is a Federal statute that, among other things, prohibits discrimination on the basis of age in employment and employee benefits and benefit plans. Without limiting the generality of the release provided above, Executive expressly waives any and all claims under ADEA that he or she may have as of the date hereof. Executive further understands that by signing this General Release of Claims he or she is in fact waiving, releasing and forever giving up any claim under the ADEA as well as all other laws within the scope of this paragraph 1 that may have existed on or prior to the date hereof. Notwithstanding anything in this paragraph 1 to the contrary, this General Release of Claims shall not apply to (i) any rights to receive any payments pursuant to the Employment Agreement, or any accrued but unpaid benefits under any employee benefit plan maintained by the Company (ii) any rights or claims that may arise as a result of events occurring after this General Release of Claims is executed, (iii) any indemnification rights Executive may have as a former officer or director of the Company or its subsidiaries or affiliated companies, (iv) any claims for benefits under any directors' and officers' liability policy maintained by the Company or its subsidiaries or affiliated companies in accordance with the terms of such policy, (v) any rights as a holder of equity securities of the Company, and (vi) any rights or claims that, by law, may not be waived, including claims for unemployment compensation and workers' compensation. Nothing contained in this Agreement prevents Executive from filing a charge, cooperating with or participating in any investigation or proceeding before any federal or state Fair Employment Practices Agency, including, without limitation, the Equal Employment Opportunity Commission, except that Executive acknowledges that he or she will not be able to recover any monetary benefits in connection with any such claim, charge or proceeding.

2. Executive represents that he or she has not filed against the Released Parties any complaints, charges, or lawsuits arising out of his or her employment, or any other matter arising on or prior to the date of this General Release of Claims, and covenants and agrees that he or she will never individually or with any person file, or commence the filing of, any charges, lawsuits, complaints or proceedings with any governmental agency, or against the Released Parties with respect to any of the matters released by Executive pursuant to paragraph 1 hereof (a "Proceeding"); provided, however, Executive shall not have

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relinquished his or her right to commence a Proceeding to challenge whether Executive knowingly and voluntarily waived his or her rights under ADEA.

3. **Restrictive Covenants and No Competitive Activity.** Executive agrees that Executive remains bound by the restrictive covenants set forth in Sections 8(a) – 8(c) and Sections 8(e) – 8(j) of Executive’s Employment Agreement, all of which are specifically incorporated into this Agreement and General Release Of Claims. Executive further acknowledges and agrees that the Company is engaged in a highly competitive business and that by virtue of Executive’s position and responsibilities with the Company and Executive’s access to the Confidential Information and Trade Secrets, engaging in any business which is directly competitive with the Company will cause Company great and irreparable harm. Therefore, in consideration for the LTIP awards referenced in Section 4(i) of Executive’s Employment Agreement signed by Executive on April 1, 2022 and the good and valuable consideration to be paid after the date of Executive’s termination as set forth in the Employment Agreement, Executive further covenants and agrees that at all times during the period beginning on the date of termination of his employment (whether such termination was voluntary or involuntary, with Good Reason or without Good Reason, for Justifiable Cause or without Justifiable Cause, due to a Structured Retirement or otherwise) and ending on the later of (A) one (1) year following Executive’s date of termination or (B) the expiration of any tolling period extending the one year period in clause (A), Executive shall not, directly or indirectly, engage in, assist, or have any active interest or involvement - whether as an employee, agent, consultant, creditor, advisor, officer, director, stockholder (excluding holding of less than 3% of the stock of a public company), partner, proprietor or any type of principal whatsoever) or in any other capacity whatsoever, engage in, become financially interested in, be employed by, render any consultation or business advice with respect to, accept any competitive business on behalf of, or have any connection with any business which is competitive with products or services of the Company or any subsidiaries or affiliates, in any geographic area in which the Company or any of its subsidiaries or affiliates are then conducting or proposing to conduct business, including, without limitation, the United States of America and its possessions, Canada and Europe; provided, however, that Executive may own any securities of any corporation which is engaged in such business and is publicly owned and traded but in an amount not to exceed at any one time three percent (3%) of any class of stock or securities of such corporation. In addition, Executive shall not, during the Non-Competitive Period, directly or indirectly, request or cause any suppliers or customers with whom the Company or any of its subsidiaries or affiliates has a business relationship to cancel or terminate any such business relationship with the Company or any of its subsidiaries or affiliates or otherwise compromise the Company’s good will or solicit, hire, interfere with or entice from the Company or any of its subsidiaries or affiliates any employee (or former employee who has been separated for less than 12 months) of the Company or any of its subsidiaries or affiliates. For purposes of this provision, a business competitive with the products and services of the Company (or such subsidiaries or affiliates) is limited to a specialty retailer which primarily distributes, sells or markets so-called "big and tall" apparel of any kind for men or which utilizes the "big and tall" retail or wholesale marketing concept as part of its business, or any other business line the Company may enter into in the future and during Executive’s employment. However, nothing in Section 8 of Executive’s Employment Agreement shall be deemed to prohibit Executive from providing services to or becoming involved with any entity with a division or subsidiary that engages in a business competitive with the products and services of the Company (or any subsidiary or affiliate of the Company), as long as Executive is not the chief executive officer of the entity and/or does not work in that competitive division or subsidiary.

4. Executive is advised that Executive has up to twenty-one (21) calendar days to consider this General Release before signing it. Executive may knowingly and voluntarily waive that up to twenty-one (21) day period by signing this General Release of Claims earlier. However, in the event Executive’s employment terminated as part of a group termination within the meaning of the Older Workers Benefits Protection Act, the up to twenty-one (21) day consideration period shall be enlarged to up to forty-five (45) calendar days, and Executive shall be provided with additional disclosures required by the Older Workers

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**DXL GROUP**  
**Fourth Amended and Restated Destination XL Group, Inc.**  
**Long-Term Incentive Plan**

1. **Establishment and Purpose.** Destination XL Group, Inc. (the “Company”) hereby establishes this Fourth Amended and Restated Destination XL Group, Inc. Long-Term Incentive Plan (the “Plan”) for the purpose of supporting the Company’s ongoing efforts to attract, retain and develop exceptional talent and enable the Company to provide incentives directly linked to the Company’s short and long-term objectives and increases in shareholder value.

2. **Definitions.** When used herein, the following capitalized terms shall have the meanings assigned to them, unless the context clearly indicates otherwise. Capitalized terms used herein and not defined shall have the meanings assigned to them in the Incentive Compensation Plan, as defined below.

(a) **Affiliate** means any entity that controls, is controlled by, or is under common control with, the Company.

(b) **Applicable Performance Target** means the Performance Target(s) selected by the Committee of the Board to be met during a Performance Period pursuant to the Plan.

(c) **Award** means an award under the Plan that is payable in the form of Cash, Options, Restricted Stock, Restricted Stock Units or any other form of Award available under the Company’s Incentive Compensation Plan, pursuant to the terms and conditions set forth in this Plan.

(d) **Black-Scholes Value** means the value of an Option as of the date of the valuation calculated utilizing the same formula and assumptions as the Company utilized for the purpose of valuing outstanding options in its most recently (meaning at the time of the valuation) prepared audited annual financial statement.

(e) **Board** means the Board of Directors of the Company.

(f) **Cash** means U.S. dollars.

(g) **Committee** means the Compensation Committee of the Board.

(h) **Effective Date** means the date on which the metrics for a Performance Period have been finally approved by the Committee, or such later date as shall be designated by the Committee.

(i) **Effective Date of Participation** means the date on which a Participant became a Participant in the Plan with respect to a Performance Period. For those initial Participants on the Effective Date, their Effective Date of Participation shall be the first day of the Applicable Performance Period.

(j) **Fiscal Quarter** means each fiscal quarter that ends within a fiscal year of the Company.

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(k) **FYE** means the last day of each fiscal year of the Company.

(l) **Gain** means (i) to the extent that the Award was satisfied with a grant of Options, the amount by which the Fair Market Value per share of the Shares underlying such Option as of the date on which the Participant exercised the Option exceeded the exercise price of the Option; (ii) to the extent that the Award was satisfied by the grant of Restricted Stock that became vested, the Fair Market Value of those vested Shares on the earlier of the date on which the Participant incurred a Termination of Employment or the date on which the Participant sold those Shares; (iii) to the extent that the Award was satisfied by the grant of Restricted Stock Units that became vested, the Fair Market Value of the vested Shares on the earlier of the date on which the Participant incurred a Termination of Employment or the date on which the Participant sold the Shares; (iv) to the extent that the Award was satisfied in Cash, the amount of Cash paid to satisfy the Award; or (v) to the extent that the Award is satisfied in some other form, the value of the amount used to satisfy the Award (as determined by the Committee).

(m) **Good Reason** means the same definition of Good Reason, or any substantially similar term, in the Participant's employment agreement with the Company, if any, that is in effect at the time the determination is being made. If the Participant does not have an employment agreement with the Company at that time, or there is no definition of Good Reason, or any substantially similar term, in the Participant's employment agreement at that time, or the Committee determines, in its sole and absolute discretion, that the right to any payment or benefit under this Plan pursuant to a Termination of Employment by a Participant for Good Reason would not be treated as a right to a payment or benefit pursuant to an involuntary separation from service for purposes of Section 409A (as defined in Section 16(a) of this Plan) if the definition of Good Reason, or any substantially similar term, in the Participant's employment agreement at that time is applied to the Participant's Termination of Employment, then Good Reason means the occurrence of any of the following without a Participant's consent in the absence of Justifiable Cause by the Company: (i) a material diminution in the Participant's base salary, unless such material diminution in the Participant's base salary is made pursuant to a reduction in base salary that affects all similarly situated employees in a similar manner and is made at least six months prior to a Change in Control, in which case such material diminution in the Participant's base salary shall not constitute Good Reason; or (ii) solely in the case of a Section 16 Officer, a material diminution in the Participant's authority, duties, or responsibilities. For purposes of this Plan, Good Reason shall not be deemed to exist unless the Termination of Employment by a Participant for Good Reason occurs within 180 days following the initial existence of one of the conditions specified in clauses (i) and (ii) above, the Participant provides the Company with written notice of the existence of such condition within 90 days after the initial existence of the condition, and the Company fails to remedy the condition within 30 days after its receipt of such notice.

(n) **Grant Date** means the date on which an Award is granted to a Participant under the Plan, or such later date as shall be determined by the Committee.

(o) **Incentive Compensation Plan** means the Company's 2016 Incentive Compensation Plan or any shareholder-approved successor plan to the Company's 2016 Incentive Compensation Plan.

(p) **Justifiable Cause** means the same definition as used in the Participant's employment agreement, if any, that is in effect at the time the determination is being made. If the

Participant does not have an employment agreement at that time, or there is no definition of Justifiable Cause, or any substantially similar term, in the Participant's employment agreement at that time, then Justifiable Cause means any material failure by the Participant in performing his or her necessary job functions; any breach of any material written policies, rules or regulations which have been adopted by the Company; the Participant's performance of any act or failure to act, as to which if the Participant were prosecuted and convicted, a crime or offense involving money or property of the Company or its Subsidiaries or Affiliates, or a crime or offense constituting a felony in the jurisdiction involved, would have occurred; the Participant's embezzlement of funds or assets of the Company or any of its Subsidiaries or Affiliates; the Participant's conviction of, plea of guilty to, or plea of nolo contendere to any felony; the Participant's unauthorized disclosure to any person, firm or corporation of any confidential information of the Company or any of its Subsidiaries or Affiliates; the Participant's usurpation of a corporate opportunity of the Company or any of its Subsidiaries or Affiliates; or the Participant's engaging in any business other than the business of the Company or its Subsidiaries or Affiliates which materially interferes with the performance of his or her duties.

(q) **Performance-Vesting Benefit Amount** has the meaning given to that term in Section 6(b) hereof, and includes not only its dollar value but also any Awards made with respect thereto.

(r) **Performance Period** means each three-year fiscal period which begins on the first day of the fiscal year in which an Effective Date occurs and ends at FYE of the third fiscal year. For example, if the Effective Date is April 1, 2022, the Performance Period would be January 30, 2022 to February 1, 2025.

(s) **Performance Target** means any business criteria for the Company, on a consolidated basis, and/or for Related Entities, or for business or geographical units of the Company and/or a Related Entity that the Committee, in its sole discretion, uses to establish performance goals for Awards. Any goals may be determined on an absolute or relative basis or as compared to the performance of a published or special index deemed applicable by the Committee including, but not limited to, the Standard & Poor's 500 Stock Index or a group of companies that are comparable to the Company. As set forth in Section 3, the Committee may establish threshold, target and maximum goals for each Performance Target. Except as otherwise specified by the Committee at the time the goals are set, the Committee shall exclude the impact of: (i) restructurings, impairments, discontinued operations, extraordinary items, and other unusual or non-recurring charges, (ii) an event either not directly related to the operations of the Company or not within the reasonable control of the Company's management, (iii) a change in accounting standards required by generally accepted accounting principles, or (iv) any other item or event specified by the Committee at the time the goals are set.

(t) **Plan** means this Destination XL Group, Inc. Long-Term Incentive Plan, as it may be amended from time to time.

(u) **Projected Benefit Amount** has the meaning given to that term in Section 5 hereof.

(v) **Pro-Rata Vesting Percentage** means the percentage that (1) the number of days from the Participant's Effective Date of Participation until the date of the Participant's Termination of Employment bears to (2) the number of days from the Participant's Effective Date of



Participation until the end of the Performance Period. If the Participant receives more than one Award pursuant to Section 6(c) hereof, then the Pro-Rata Percentage shall be determined separately with respect to each separate Award based upon the particular Grant Date (which is to be treated as the Participant's Effective Date of Participation with respect to that Award) and Performance-Vesting Benefit Amount for each such Award.

(w) **Retirement** means the Termination of Employment of the Participant, other than by reason of the Participant's death or Disability and other than by the Company for Justifiable Cause or by the Participant for Good Reason, after the Participant has attained age 65 and completed at least 5 years of employment with the Company and its Subsidiaries and Affiliates.

(x) **Section 16 Officer** means an officer of the Company who is subject to the requirements of Section 16 of the Securities and Exchange Act of 1934.

(y) **Structured Retirement** means a Termination of Employment other than by reason of the Participant's death or Disability and other than by the Company for Justifiable Cause that meets all of the following conditions:

- (i) The Termination of Employment occurs on or after the date a Participant has completed at least 5 years (or 3 years in the case of the Chief Executive Officer of the Company) of employment with the Company and its Subsidiaries and Affiliates;
- (ii) The Termination of Employment occurs on or after the date the Participant has attained at least age 59;
- (iii) The Committee determines through proper corporate action, in its sole discretion, that the Participant has satisfied all of the succession planning objectives set by the Committee for the Participant, including any requirement that a proper successor to the Participant is ready, willing and able to replace the Participant as of the Participant's Termination of Employment; and
- (iv) The Participant continues to work through the termination date approved by the Committee as the Termination of Employment date for the Participant's Structured Retirement (which date may not exceed sixty (60) days following the date that the Committee makes the determination in (iii) above).

Notwithstanding any provision of this Plan to the contrary, in order to terminate in a Structured Retirement, a Participant must execute and not revoke a release of claims in favor of the Company within the time required by the Company (but not to exceed 45 days following Termination of Employment). A Participant whose Termination of Employment meets the conditions to be a Structured Retirement will be deemed to be terminated in a Structured Retirement for purposes of the Plan even if such Termination of Employment also meets other termination provisions under the Plan.

(z) **Subsidiary** means any corporation or other entity in which the Company has a direct or indirect ownership interest of 50% or more of the total combined voting power of the then outstanding securities or interests of such corporation or other entity entitled to vote generally in

the election of directors or in which the Company has the right to receive 50% or more of the distribution of profits or 50% or more of the assets on liquidation or dissolution.

(aa) **Target Cash Value** means the amount in U.S. dollars determined by: multiplying (i) the Participant's annual base salary in effect on the Participant's Effective Date of Participation by (ii) the long-term incentive program percentage designated in the Participant's executed employment agreement with the Company (or the percentage as otherwise designated in the Company's records) or such other amount as shall be determined by the Committee.

(bb) **Termination of Employment** means the termination of the Participant's employment with the Company and its Subsidiaries and Affiliates for any reason.

(cc) **Time-Vesting Benefit Amount** has the meaning given to that term in Section 6(a) hereof, and includes not only its dollar value but also any Awards made with respect thereto.

3. **Establishment of Fiscal Year Applicable Performance Target and Awards.** The Committee will establish the Performance Target(s) (in the aggregate, the Applicable Performance Target) in no event later than the expiration of 25% of the applicable performance period. The Committee may establish threshold, target and maximum goals for each Performance Target and the weight of each Performance Target may vary and may be dependent on achievement of another Performance Target. At that time, the Committee will establish whether Awards will be granted in Cash, a form of equity (for example, Restricted Stock, Restricted Stock Units and/or Options), or a combination thereof.

4. **Eligibility.** The Committee shall designate those employees of the Company and its Subsidiaries and Affiliates who shall be eligible to become Participants in the Plan and the date during the Performance Period on which they shall become Participants. The initial Participants shall become Participants on the Effective Date for the applicable Performance Period notwithstanding when the applicable Plan metrics are approved. Except as otherwise provided in Section 7(a)(ii) hereof, unless otherwise determined by the Committee, no portion of any Award shall become vested pursuant to Section 7 hereof, unless and until a Participant has completed at least 1 year of employment with the Company and its Subsidiaries and Affiliates. No one shall be eligible to be a Participant during an existing Performance Period unless he or she was employed by, or is promoted by, the Company by the first day of the fourth fiscal quarter in the third year of a Performance Period.

5. **Amount of Benefit.** The benefit payable to a Participant pursuant to an Award under this Plan shall be equal to the sum of the vested portions, if any, of the Participant's Time-Vesting Benefit Amount and Performance-Vesting Benefit Amount. Those amounts shall be determined in accordance with Section 7 of this Plan, based upon the Participant's Target Cash Value for the Performance Period (or, in the case of an individual that becomes a Participant after the Effective Date of a Performance Period, an amount (the "Projected Benefit Amount") equal to the Target Cash Value for the Performance Period multiplied by a fraction, the numerator of which shall be the number of calendar days from the Participant's Effective Date of Participation to the end of the Performance Period and the denominator of which shall be the total number of days in Performance Period).

6. **Form of Payment.**

(a) **Grant of Time-Based Awards.** Upon a Participant's Effective Date of Participation, the Committee shall grant to the Participant the portion of the Award having a total dollar value equal to 50% of the Participant's Projected Benefit Amount for the Performance Period (the "Time-Vesting Benefit Amount") which shall vest over time. In the event all or a portion of the Award will be Restricted Stock or a Restricted Stock Unit, the number of shares to be granted will be determined by taking the dollar value of the Restricted Stock or Restricted Stock Unit Award and dividing by the closing price of the Company's common stock on Grant Date. In the event all or a portion of the Award will be Options, then the number of Options to be granted will be determined by taking the lesser of (i) the dollar value of the Stock Option Award divided by the closing price of the Company's common stock on Grant Date, this quotient then multiplied by a factor of 1.1 to 1.8 as determined by the Committee or (ii) the dollar value of the Stock Option Award divided by the Black-Scholes Value on the Grant Date. The exercise price of each Option shall be equal to the closing price of the Company's common stock on the Grant Date.

(b) **Grant of Performance-Based Awards.** 50% of the Projected Benefit Amount shall be converted into a dollar value in accordance with Section 7(b), based upon the achievement of performance criteria during the Performance Period, which dollar value is sometimes hereinafter referred to as the "Performance-Vesting Benefit Amount". After completion of an audit of the Company's financial statements after the respective Performance Period ends and the Committee's review and approval that the Applicable Performance Targets were met the Committee shall grant to the Participant one or more Awards in the form of Restricted Stock, Restricted Stock Units or Cash, having an aggregate dollar value equal to the Performance-Vesting Benefit Amount as so calculated. Options are not available for performance-based awards. Except as otherwise provided in Section 7(b)(ii), all grants of performance-based awards are subject to a post-grant vesting period, as set forth in Section 7(b). In the event all or a portion of the Award will be Restricted Stock or Restricted Stock Units, the number of shares or units to be granted will be determined by taking the dollar value of the Performance-Vesting Benefit Amount as so calculated and dividing by the closing price of the Company's common stock on the Grant Date.

(c) **Additional Grants for Promotions.** If a Participant is promoted during the Performance Period (prior to the 1<sup>st</sup> day of the fourth quarter of the third fiscal year) and entitled to a higher long-term incentive program percentage as a result of such promotion, then the Committee shall grant the Participant an additional Award determined as if the Participant had become a Participant on the Grant Date of the additional Award, with the amount of the additional Award being equal to the excess, if any, of (i) Participant's Projected Benefit Amount determined as if the Participant had become a Participant on the Grant Date of the additional Award, over (ii) the Participant's original Projected Benefit Amount multiplied by a fraction, the numerator of which shall be equal to the total number of calendar days from the Grant Date of the additional Award to the last day of the Performance Period and the denominator of which shall be the total number of days from the Participant's Effective Date of Participation to the last day of the Performance Period. In the event that a Participant is promoted and entitled to a higher long-term incentive program percentage as a result of such promotion more than once during the Performance Period, each additional Award shall be determined by the Committee, in its sole and absolute discretion, under the principles set forth above in this Section 6(c).

(d) **Forms of Award Agreements.** The Restricted Stock, Restricted Stock Units and Options granted pursuant to the Plan shall be made pursuant to the forms of Restricted Stock

Agreement, Restricted Stock Unit and Stock Option Agreement, respectively, attached as Exhibits A, B and C hereto (with such modifications as the Committee may deem to be appropriate).

(e) **Payment of Cash/Settlement of Restricted Stock Units.** The portion of any Projected Benefit Amount that vests and is payable in Cash shall be payable as soon as practicable after the date on which that portion of the benefit vests under Section 7(a) or 7(b) as applicable (but in any case, in no event more than 2 1/2 months after the end of the calendar year in which the portion of the Projected Benefit Amount vests). All Restricted Stock Units shall be settled in no event more than 2 1/2 months after the end of the calendar year in which the portion of the Projected Benefit Amount vests.

(f) **If Insufficient Shares Available.** Notwithstanding the foregoing, if and to the extent that, at the time an Award is granted, the Company does not have a sufficient number of Shares remaining available for Awards under the Incentive Compensation Plan to issue such Award in the form of Restricted Stock, Restricted Stock Units and/or Options, or the Shares are available for Awards under the Incentive Compensation Plan subject to shareholder approval, and such approval is not obtained and the grant of Restricted Stock, Restricted Stock Units and/or Options therefore are cancelled, then such Award shall be settled in Cash to the extent of such insufficiency.

#### ***7. Vesting of Benefit.***

(a) ***Vesting of Time-Vesting Benefit Amount:***

(i) The Time-Vesting Benefit Amount shall vest according to the following four-year vesting schedule, provided that the Participant does not have a Termination of Employment on or before the applicable vesting date:

Vesting Date

Percentage of Time-Vesting  
Benefit Amount that Vests

The latter of one year from the Grant Date or April 1 following the FYE which marks the end of the first year of the Performance Period	25%
April 1 following the FYE which marks the end of the second year of the Performance Period	25%
April 1 following the FYE which marks the end of the Performance Period	25%
April 1 in the succeeding year (meaning, one year after the third tranche vests)	25%

(ii) Notwithstanding the foregoing, if a Participant has a Termination of Employment during a Performance Period, then notwithstanding anything to the contrary in the Participant's employment agreement, if any:

(A) If such Termination of Employment is by reason of the Participant's death or by the Company due to Disability, then the Participant shall, upon such Termination of Employment, (x) become fully vested in the entire Time-Vesting Benefit Amount for any Performance Period that ended on or before such Termination of Employment but that had not yet vested or been paid and (y) become vested in the Pro-Rata Vesting Percentage of the Time-Vesting Benefit Amount for any Performance Period(s) in which such Termination of Employment occurs.

(B) If such Termination of Employment is by reason of the Participant's Retirement, then the Participant shall, upon such Termination of Employment, (x) become fully vested in the entire Time-Vesting Benefit Amount for the Performance Period ended before such Termination of Employment that has not yet vested or been paid, (y) for any Performance Period that is in its first year of the Performance Period when such Termination of Employment occurs,

forfeit the Time-Vesting Benefit Amount for that Performance Period and (z) to the extent not forfeited pursuant to (y), become vested in the portion of the Time-Vesting Benefit Amount that would have been paid as of the April 1 immediately following the end of the fiscal year in which such Termination of Employment occurs; and

(C) If such Termination of Employment is by reason of a Structured Retirement, then the Participant shall, upon Termination of Employment, (x) become fully vested in any Time-Vesting Benefit Amount for the entire Performance Period that ended on or before such Termination of Employment that has not yet vested or been paid and (y) for any Performance Period that is in its first year of the Performance Period when the Termination of Employment occurs, forfeit the Time-Vesting Benefit Amount for that Performance Period and (z) for any Performance Period that is in its second or third year of the Performance Period when the Termination of Employment occurs, become fully vested in the Time-Vesting Benefit Amount for that Performance Period; and

(D) If such Termination of Employment is by reason of a termination by the Company without Justifiable Cause (and other than by reason of the Participant's Disability) or is by the Participant for Good Reason, then the Participant shall, upon Termination of Employment, (x) become fully vested in any Time-Vesting Benefit Amount for the entire Performance Period that ended on or before such Termination of Employment that has not yet vested or been paid and (y) for any Performance Period that is in its first year of the Performance Period when the Termination of Employment occurs, forfeit the Time-Vesting Benefit Amount for that Performance Period and (z) for any Performance Period that is in its second or third year of the Performance Period when the Termination of Employment occurs, become vested in the Pro-Rata Vesting Percentage of the Time-Vesting Benefit Amount for that Performance Period.

(b) ***Vesting of Performance-Vesting Benefit Amount.***

(i) After the respective Performance Period ends and an audit of the Company's financial statements has been completed, the Committee will calculate the amount of the "Performance-Vesting Benefit Amount" for each Participant. If there is more than one Performance Target, the Performance-Vesting Benefit Amount will be determined by first calculating the portion of 50% of the Projected Benefit Amount for the Performance Period that is to be attributable to each Performance Target and then adding those results together. To do so, the Committee will first multiply 50% of the Projected Benefit Amount for the Performance Period by the weight of each individual Performance Target and then by the percentage of target actually achieved for each Performance Target. If results for an individual Performance Target falls below the threshold established, there will be no Award with respect to the portion of the Projected Benefit Amount to which that Performance Target relates. The Performance-Vesting Benefit Amount shall vest on August 31 following the end of the applicable Performance Period if the Participant's employment continues through such August 31.

For example, assume the Performance Targets were Goal A and Goal B and that each was weighted 50%, with a threshold payment at 80% of target and a maximum payout at 150% of target:

(A) if Goal A and Goal B are both less than 80% of their respective target, then no Award shall be made for the Performance-Vesting Benefit Amount;

(B) if Goal A is 100% of its target and Goal B is 100% of its target, and a Participant has a Projected Benefit Amount of \$140,000, then 50% of that amount, or \$70,000, would be subject to the achievement of the Applicable Performance Target, and the Performance-Vesting Benefit Amount would be \$70,000 (100% X \$70,000 X 50%) + (100% X \$70,000 X 50%); and

(C) if Goal A is 180% of its target and Goal B is 125% of its target, and a Participant has a Projected Benefit Amount of \$140,000, then 50% of that amount, or \$70,000, would be subject to the achievement of the Applicable Performance Target, and the Performance-Vesting Benefit Amount would be \$96,250 (150% (cap) X \$70,000 X 50%) + (125% X \$70,000 X 50%).

(ii) Notwithstanding the foregoing, if a Participant has a Termination of Employment during a Performance Period, then notwithstanding anything to the contrary in the Participant's employment agreement, if any:

(A) If such Termination of Employment is by reason of the Participant's death or by the Company due to Disability, then the Participant shall, upon Termination of Employment, become (x) fully vested in the entire Performance-Vesting Benefit Amount for any Performance Period that ended on or before such Termination of Employment but that had not yet vested or been paid, and (y) vested in the Pro-Rata Vesting Percentage of the Performance-Vesting Benefit Target for any Performance Period that has not ended on or before the Termination of Employment, regardless of whether the Applicable Performance Target for the current Performance Period has been met.

(B) If such Termination of Employment is by reason of the Participant's Retirement, then the Participant shall (x) upon Termination of Employment, become fully vested in the entire Performance-Vesting Benefit Amount for any Performance Period that ended on or before such Termination of Employment but that had not yet vested or been paid and (y) upon Termination of Employment, for any Performance Period that is in its first year of the Performance Period when the Termination of Employment occurs, forfeit the Performance-Vesting Benefit Amount for such Performance Period and (z) for any Performance Period that is in at least the second year of the Performance period when the Termination of Employment occurs, become vested in the Pro-Rata Vesting Percentage of the Performance-Vesting Benefit Amount, if any, determined based upon the actual level of achievement of the Applicable Performance Targets for the entire Performance Period if and when the Applicable Performance Target has been met as determined by the Committee through proper corporate action.

(C) If such Termination of Employment is by reason of a Structured Retirement, then the Participant shall (x) upon Termination of Employment, become fully vested in the entire Performance-Vesting Benefit Amount for any Performance Period that ended on or before the Termination of Employment but that has not yet vested or been paid and (y) upon Termination of Employment, for any Performance Period that is in its first year of the Performance Period when the Termination of Employment occurs, forfeit the Performance-Vesting Benefit Amount for such Performance Period and (z) for any Performance Period that is in its second or third year of the Performance Period when the Termination of Employment occurs, become vested in the Performance-Vesting Benefit Amount, if any, determined based upon the actual level of achievement of the Applicable Performance Targets for the entire

Performance Period if and when the Applicable Performance Target has been met as determined by the Committee through proper corporate action.

(D)

If such Termination of Employment is by reason of a termination by the Company without Justifiable Cause (and other than by reason of the Participant's Disability) or by the Participant for Good Reason, then the Participant shall (x) upon Termination of Employment, become fully vested in the entire Performance-Vesting Benefit Amount for any Performance Period that ended on or before the Termination of Employment but that has not yet vested or been paid and (y) upon Termination of Employment, for any Performance Period that is in its first year of the Performance Period when the Termination of Employment occurs, forfeit the Performance-Vesting Benefit Amount for such Performance Period and (z) for any Performance Period that is in its second or third year of the Performance Period when the Termination of Employment occurs, become vested in the Pro-Rata Vesting Percentage of the Performance-Vesting Benefit Amount, if any, determined based upon the actual level of achievement of the Applicable Performance Targets for the entire Performance Period if and when the Applicable Performance Target has been met as determined by the Committee through proper corporate action.

(c) **Forfeitures.** Except as otherwise provided in Section 7(a)(ii) and 7(b)(ii) hereof, any portion of any Awards for any Performance Period that was not vested on the date on which the Participant incurs a Termination of Employment and that does not vest or remain eligible to vest on account of the Participant's Termination of Employment shall automatically and without any further action by the Committee immediately be forfeited and become null and void. In the event that the Participant's Termination of Employment is by the Company for Justifiable Cause, then any portion of the Participant's Award that has not previously vested and been exercised (in the case of any Options), or paid (in the case of any amount payable in cash) shall automatically and without further action by the Committee immediately be forfeited and become null and void.

(d) **Clawback of Gains on Termination for Justifiable Cause.** In the event that a Participant has a Termination of Employment, and such Termination of Employment was by the Company for Justifiable Cause, then in addition to any other remedy that may be available to the Company in law or in equity, and/or pursuant to the provisions of the Participant's employment agreement, if any, the Participant also shall be required to pay to the Company, immediately upon written demand by the Committee or the Board, any Gains resulting from the grant, vesting, exercise or payment of any Award in the previous twelve months.

(e) **Change in Control.** In the event of a Change in Control and within 6 months before or 18 months after the Change in Control, either (1) the Participant is terminated by the Company without Justifiable Cause or by the Participant for Good Reason, or (2) there is a Termination of Employment because of the Participant's death or by the Company due to Disability, the following shall occur: (i) if and to the extent the portion of the Participant's Award(s) that is attributable to a Time-Based Vesting Amount for any Performance Period that ended on or before such Change of Control had not yet vested or been paid to the Participant shall immediately vest (in the case of Restricted Stock, Restricted Stock Units and Options) and the Cash payable as a result of such vesting shall be paid to the Participant, as soon as practicable (but in no event more than 5 business days) after the later of the Change in Control or the Participant's Termination of Employment; (ii) if and to the extent any portion of the Participant's Award(s) is attributable to a Time-Based Vesting Amount for a current Performance Period and has not



previously been vested or paid to the Participant and is not assumed by the acquirer or converted into a new award that is at least the equivalent of the outstanding award, then the Pro-Rata Vesting Percentage of the Time-Vesting Benefit Amount of such Performance Period shall immediately vest (in the case of Restricted Stock, Restricted Stock Units and Options) and the Cash payable as a result of such vesting shall be paid to the Participant, as soon as practicable (but in no event more than 5 business days) after the later of the Change in Control or the Participant's Termination of Employment; (iii) if and to the extent the portion of the Participant's Award(s) that is attributable to a Performance-Based Vesting Amount for any Performance Period that ended on or before such Change of Control had not yet vested or been paid to the Participant shall immediately vest (in the case of Restricted Stock, Restricted Stock Units and Options) and the Cash payable as a result of such vesting shall be paid to the Participant, as soon as practicable (but in no event more than 5 business days) after the later of the Change in Control or the Participant's Termination of Employment; and (iv) if and to the extent the portion of the Participant's Award(s) that is attributable to a Performance-Based Vesting Amount for any Performance Period that has not yet ended and has not previously been vested or paid to the Participant, then the pro-rata portion at target of the Performance-Based Vesting Amount for such Performance Period(s) for the time elapsed in the ongoing Performance Period(s), shall immediately vest (in the case of Restricted Stock, Restricted Stock Units and Options) and the Cash payable as a result of such vesting shall be paid to the Participant, as soon as practicable (but in no event more than 5 business days) after the later of the Change in Control or the Participant's Termination of Employment. Each Share of Restricted Stock that vests pursuant to this Section 7(d) shall be immediately redeemed by the Company (or its successor) for cash payable by the Company (or its successor) in an amount (the "Redemption Price Per Share") equal to, as applicable, (x) if the Shares have not been cancelled, exchanged or converted into other securities or property as a result of the Change in Control and are publicly-traded, the Fair Market Value of a Share on the date of the Participant's Termination of Employment, or (y) if the Shares have been cancelled, exchanged or converted into other securities or property as a result of the Change in Control, the greater of (i) the fair market value per Share of the consideration received pursuant to the Change in Control by the holders of Shares on the date of the Change in Control and (ii) if the consideration received by the holders of Shares pursuant to the Change in Control consisted, in whole or in part, of other securities which are publicly traded, the sum of (A) the fair market value of the number of such securities received for each Share pursuant to the Change in Control on the date of the Participant's Termination of Employment and (B) the fair market value of any other consideration received for each Share pursuant to the Change of Control. Each Option that vests pursuant to this Section 7(d) shall be immediately cancelled in exchange for cash payable by the Company for each Share subject to the cancelled Option equal to the amount, if any, by which the Redemption Price Per Share exceeds the exercise price per Share of the Option.

#### **8. Administration.**

(a) **Authority of the Committee.** The Plan shall be administered by the Committee. The Committee shall have full and final authority, subject to and consistent with the provisions of the Plan, to select persons to become Participants, grant Awards, determine the amount of any Participant's Award and all other matters relating to Awards, prescribe rules and regulations for the administration of the Plan, construe and interpret the Plan and correct defects, supply omissions or reconcile inconsistencies therein, and to make all other decisions and determinations as the Committee may deem necessary or advisable for the administration of the Plan. In exercising any

discretion granted to the Committee under the Plan or pursuant to any Award, the Committee shall not be required to follow past practices, act in a manner consistent with past practices, or treat any Participant in a manner consistent with the treatment of any other Participants. Decisions of the Committee shall be final, conclusive and binding on all persons or entities, including the Company, any Subsidiary, any Affiliate or any Participant or Beneficiary.

(b) ***Manner of Exercise of Committee Authority.*** The Committee may delegate to members of the Board, or officers or managers of the Company or any Subsidiary, or committees thereof, the authority, subject to such terms and limitations as the Committee shall determine, to perform such functions, including administrative functions, as the Committee may determine to the extent that such delegation will not result in the loss of an exemption under Rule 16b-3(d)(1) for Awards granted to Participants subject to Section 16 of the Securities and Exchange Act of 1934, as amended, in respect of the Company. The Committee may appoint agents to assist it in administering the Plan.

(c) ***Limitation of Liability.*** The Committee, and each member thereof, shall be entitled to, in good faith, rely or act upon any report or other information furnished to him or her by any officer or employee, the Company's independent auditors, consultants or any other agents assisting in the administration of the Plan. Members of the Committee, and any other member of the Board and any officer or employee acting at the direction or on behalf of the Committee, shall not be personally liable for any action or determination taken or made in good faith with respect to the Plan, and shall, to the extent permitted by law, be fully indemnified and protected by the Company with respect to any such action or determination.

(d) ***No Claim for Benefits Required.*** Benefits due and owing to a Participant under the Plan shall be paid when due without any requirement that a claim for benefits be filed. However, any Participant who has not received the benefits to which Participant believes himself or herself entitled may file a written claim with the Committee, which shall act on the claim within thirty days. If a Participant's employment agreement conflicts with any provision of this Plan, the language of the Plan shall govern.

(e) ***Payments to Beneficiary.*** Any vested benefits payable to any Participant that have not been paid as of the date of the Participant's death, shall be paid to the Participant's Beneficiary.

***9. Awards Subject to Plans.*** The Awards under this Plan, and the grants of Restricted Stock, Restricted Stock Units and Options pursuant to this Plan, are being granted pursuant to and in accordance with the terms and conditions of this Plan and the Incentive Compensation Plan, and the Award Agreements.

***10. No Acceleration of Benefits.*** In no event shall the acceleration of the time or schedule of any payment under the Plan be permitted, except to the extent that such acceleration would not violate Section 409A of the Code and the Treasury Regulations and other applicable guidance issued thereunder.

***11. Amendment and Termination.*** This Plan may be amended or terminated in any respect at any time by the Committee; provided, however, that no amendment or termination of the Plan shall be effective to reduce any benefits payable to a Participant that may accrue or vest under the terms of this Plan without the Participant's prior written consent. If and to the extent permitted without

violating the requirements of Section 409A, the Committee may require that the Awards of all Participants be distributed as soon as practicable after such termination. If and to the extent that the Committee does not accelerate the timing of distributions on account of the termination of the Plan pursuant to the preceding sentence, payment of any remaining benefits under the Plan shall be made at the same times and in the same manner as such distributions would have been made under the terms of the Plan, as in effect at the time the Plan is terminated.

12. **Unfunded Obligation.** The obligations of the Company to pay any benefits under the Plan shall be unfunded and unsecured, and any payments under the Plan shall be made from the general assets of the Company. Participants' rights under the Plan are not assignable or transferable except to the extent that such assignment or transfer is permitted under the terms of the Incentive Compensation Plan.

13. **Withholding.** The Participants and personal representatives shall bear any and all federal, state, local or other taxes imposed on benefits under the Plan. The Company may deduct from any distributions under the Plan the amount of any taxes required to be withheld from such distribution by any federal, state, local or foreign government, and may deduct from any compensation or other amounts payable to the Participant the amount of any taxes required to be withheld with respect to any other amounts under the Plan by any federal, state, local or foreign government.

14. **Applicable Law.** This Plan shall be construed and enforced in accordance with the laws of the State of Delaware, except to the extent superseded by federal law.

15. **No Right to Continued Employment.** No Award shall confer upon any Participant any right to continued service with the Company or any of its Affiliates.

16. **Code Section 409A.**

(a) **Interpretation of Plan.** It is intended that the Awards granted pursuant to this Plan be exempt from Section 409A of the Code ("Section 409A") because it is believed (i) the Awards payable in cash should qualify for the short-term deferral exception contained in Treasury Regulation §1.409A-1(a)(4), (ii) any Options granted pursuant to the Plan will have an exercise price that may never be less than the Fair Market Value of a Share on the Grant Date and the other requirements for the exemption of such options under Treasury Regulation §1.409A-1(a)(5)(i)(A) should be met; and (iii) any Shares of Restricted Stock granted under the Plan should be exempt as an award of restricted property pursuant to Treasury Regulation §1.409A-1(a)(6). The provisions of the Plan shall be interpreted in a manner consistent with that intent. To the extent an Award is subject to Section 409A, the payment date for such Award is a date as soon as possible following the vesting date for such award as described under the terms of the Plan in Section 7, but in no event later than the last day of the calendar year in which the vesting occurs in a manner that is intended to be compliant with Section 409A.

(b) **Section 409A Amendments.** The Committee, in its sole discretion, and without the consent of any Participant or Beneficiary, may amend the provisions of this Plan to the extent that the Committee determines that such amendment is necessary or appropriate in order for the Awards made pursuant to the Plan to be exempt from the requirements of Section 409A, or if and to the extent that the Committee determines that Awards are not so exempt, to amend the Plan (and

any agreements relating to any Awards) in such manner as the Committee shall deem necessary or appropriate to comply with the requirements of Section 409A.

(c) **No Right to Section 409A Indemnification.** Notwithstanding the foregoing, the Company does not make any representation to any Participant or Beneficiary that the Awards made pursuant to this Plan are exempt from, or satisfy, the requirements of Section 409A, and the Company shall have no liability or other obligation to indemnify or hold harmless any Participant or Beneficiary for any tax, additional tax, interest or penalties that the Participant or Beneficiary may incur in the event that any provision of the Plan or any Award agreement, or any amendment or any modification thereof, or any other action taken with respect thereto, is deemed to violate any of the requirements of Section 409A.

(d) **Six Month Delay for Specified Employees.** If a Participant is a “specified employee,” as that term is defined for purposes of Section 409A, then no payment or benefit that is payable on account of the Participant’s “separation from service,” as that term is defined for purposes of Section 409A, shall be made before the date that is six months after the Participant’s “separation from service” (or, if earlier, the date of the Participant’s death) if and to the extent that such payment or benefit constitutes nonqualified deferred compensation (or may be nonqualified deferred compensation) under Section 409A and such deferral is required to comply with the requirements of Section 409A. Any payment or benefit delayed by reason of the prior sentence shall be paid out or provided in a single lump sum at the end of such required delay period in order to catch up to the original payment schedule.

**17.No Assignment.** Neither any Participant nor any Beneficiary nor any other person shall have any right to assign the rights to receive any payments or benefits hereunder, in whole or in part, which payments and benefits are non-assignable and non-transferable, whether voluntarily, or involuntarily.

**FIFTH AMENDED AND RESTATED**  
**DESTINATION XL GROUP, INC.**  
**ANNUAL INCENTIVE PLAN**

**I. SUMMARY AND OBJECTIVES**

Destination XL Group, Inc. (“Company”) has developed this Fifth Amended and Restated Annual Incentive Plan (the “Incentive Plan”) to provide opportunities for eligible associates of the Company and its subsidiaries to earn meaningful rewards for excellent annual performance. The Incentive Plan aims to align the interests of the Incentive Plan participants with those of our shareholders. Bonus awards are cash payments based on actual results measured against pre-established Company financial performance (“Bonus Awards”). Bonus Awards are intended to provide a reward to eligible Incentive Plan participants and supplement the base salary program. A fiscal year is referred to as a “Plan Year”. Bonus Awards made hereunder are being made pursuant to, and shall be subject to the terms and conditions specified in, the Company’s 2016 Incentive Compensation Plan as amended and restated, and any subsequent shareholder-approved incentive plan (the “2016 Compensation Plan”).

**II. ELIGIBILITY**

**A. GENERAL ELIGIBILITY REQUIREMENTS**

Each Company employee whose role is classified by the Company as a Job Level 15 or higher during a Plan Year will be eligible to participate in the Incentive Plan for such Plan Year (a “Participant”). Except as required by this Incentive Plan or applicable law or unless specifically determined otherwise by the Compensation Committee, a Participant whose employment terminates prior to payment of Bonus Awards for a Plan Year will not be eligible to earn a Bonus Award under the Incentive Plan for that Plan Year.

**B. TRANSFERS TO OTHER BUSINESS UNITS**

A Participant who transfers between Job Levels within the Company during the Plan Year will have his or her Bonus Award, if any, determined based on the number of days in each Job Level during the Plan Year, subject to the satisfaction of the other terms and conditions of this Incentive Plan. The Participant’s eligibility to earn a Bonus Award in any business unit will be determined in accordance with any applicable performance criteria for that business unit.

**C. CHANGES IN POSITION**

A Participant who changes from one management position to another, through a promotion, transfer, or demotion is eligible to earn an adjusted Bonus Award, prorated to take into account the number of days the Participant held each position during the Plan Year. The amount of such prorated Bonus Award shall be determined by the Compensation Committee in its sole discretion.

**D. TERMINATION**

Subject to paragraph II G below, to be eligible to earn a Bonus Award, a Participant must be actively employed through the time the Bonus Award is paid, unless otherwise required by applicable law, or specifically determined otherwise by the Compensation Committee.

**E. COMPLIANCE WITH APPLICABLE REGULATIONS**

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In order to be eligible to earn a Bonus Award under this Incentive Plan, a Participant must comply with all applicable state and federal regulations and Company policies.

#### F. LEAVES OF ABSENCE

Unless otherwise required by applicable law, a Participant who is employed by the Company prior to the first day of the fourth quarter of the Plan Year, and who is on a Company-approved leave of absence for any reason during the Plan Year, shall be able to earn a Bonus Award in respect of such Plan Year, provided that any Bonus Award shall be prorated based on the number of days the Participant was employed by the Company during the Plan Year and the Participant was not on leave as compared to the total number of days in the Plan Year. However, for purposes of this paragraph II F, days of leave for which a Participant has substituted accrued but unused paid vacation/sick/personal days only, shall count as days worked in the Plan Year.

#### G. RETIREMENT, DEATH OR DISABILITY

In the event that during any Plan Year the Company terminates a Participant's employment due to the Participant's Disability (as defined in the 2016 Compensation Plan) or death or a Participant terminates due to Retirement, the Company shall pay the Participant a pro rata portion (based upon the number of days the Participant was employed by the Company during the Plan Year as compared to the total number of days in the Plan Year) of the Bonus Award otherwise payable under the Incentive Plan for the Plan Year in which the Participant's employment terminates (which for the avoidance of doubt includes any adjustments required under paragraph II F). The amount of this pro rata Bonus Award shall be determined based on the level of achievement of the applicable performance criteria through the last day of the full fiscal month preceding Participant's termination measured against the performance criteria set for the Plan Year. Any amount payable under this paragraph II G shall be paid as soon as reasonably practicable following the Participant's termination of employment, but in any event no later than sixty (60) days following the Participant's termination. Additionally, a Participant who has been terminated for any other reason who is entitled to a bonus pursuant to paragraph II A will be paid a pro-rated bonus in accordance with this paragraph as though the termination was due to Disability, death or Retirement. For purposes of this Incentive Plan, a "Retirement" is a termination of a Participant's employment, other than by reason of the Participant's death or Disability and other than by the Company for justifiable cause (as determined by the Company in its sole discretion), after the Participant has attained age 65 and completed at least 5 years of employment with the Company and its subsidiaries and affiliates (as determined by the Company).

### III. THE INCENTIVE PLAN

Within 90 days after the beginning of each Plan Year, the Compensation Committee will establish specific performance criteria that must be met in order for the Bonus Awards to be payable. Such criteria may be based on Company, business unit and/or individual Participant performance. At the time that the performance criteria is set, the Compensation Committee may determine that special matters shall be considered or excluded, and except as otherwise specified by the Compensation Committee at the time the goals are set, the Compensation Committee shall exclude the impact of: (i) restructurings, discontinued operations, extraordinary items, and other unusual or non-recurring charges, (ii) an event either not directly related to the operations of the Company or not within the reasonable control of the Company's management, (iii) a change in accounting standards required by generally accepted accounting principles, or (iv) any other item or event specified by the Compensation Committee at the time the goals are set. The performance criteria may be based on one or more of the following measures which include but are not limited to: EBITDA, adjusted EBITDA, sales, earnings per share, return on net assets, return on equity, operating margin dollars, operating margin percent, gross margin dollars, gross margin percent,

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liquidity metrics, and/or customer counts and/or service levels and/or a combination of the above or similar measures relating to the business or individual. With respect to customer service, customer service target levels may be based on scores on blind test (“mystery”) shopping, customer comment card statistics, customer relations statistics (e.g., number of customer complaints), delivery response levels, and/or other customer service metrics.

For each Plan Year, the Bonus Award will be based upon the level of satisfaction of the performance criteria selected by the Compensation Committee for that Plan Year. A specified percentage of the Bonus Award will be paid, dependent upon the performance as measured against the Company, business unit and/or individual performance criteria. The Compensation Committee may establish a threshold goal (which if not achieved will result in no Bonus Awards being payable), target and maximum goals for each Participant. The performance criteria and targets used may vary from one Participant to another in the sole discretion of the Compensation Committee. Bonus Awards are limited to 150% (or such higher percentage as determined by the Compensation Committee) of a Participant’s Target Award (as defined below). Bonus Awards are subject to adjustment as provided under the 2016 Compensation Plan.

#### **IV. PAYMENT CALCULATIONS**

Each Participant will have a target bonus award (a “Target Award”) for each Plan Year. Target Awards will be expressed as a percentage of the actual base earnings (which is the blend of salary plus any salary adjustments made during the course of the fiscal year) paid to the Participant during that Plan Year. Company new hires who are eligible to participate in the Incentive Plan or those becoming eligible to participate in the Incentive Plan for a portion of the fiscal year will receive a prorated Bonus Award based upon the period of time they are eligible. In order to be eligible to participate, a newly hired or promoted employee must commence work or be promoted, as applicable, effective prior to the first day of the Company’s fourth fiscal quarter. The percentages for the Target Award will be approved by the Compensation Committee based upon the Participant’s Job Level and responsibilities and may vary for different officers and/or business units.

At the end of the Plan Year, the Compensation Committee shall determine the amount, if any, to be paid to each Participant and shall authorize Company to pay the Participant the amount so determined and on a date to be determined by the Compensation Committee in its sole discretion in accordance with the Incentive Plan. Bonuses will not be considered to be earned and/or payable until the date they are paid.

Any Bonus Awards checks will be distributed after the end of the applicable Plan Year, but not more than 2.5 months following the end of such Plan Year.

#### **V. PLAN ADMINISTRATION**

##### **A. ADMINISTRATION**

The Incentive Plan will be administered by the Compensation Committee. The Compensation Committee will have broad authority for determining target bonuses and selecting performance criteria, as described above; for adopting rules and regulations relating to the Incentive Plan; and for making decisions and interpretations regarding the provisions of the Incentive Plan, the satisfaction of performance criteria, any appropriate adjustments to Bonus Awards and the payment of Bonus Awards under the Incentive Plan.

##### **B. EMPLOYMENT AT WILL**

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This Incentive Plan does not create an express or implied contract of employment between Company and a Participant. Both Company and the Participants retain the right to terminate the employment relationship at any time and for any reason.

C. BONUS PROVISIONS (AMENDMENTS AND TERMINATION)

Unless otherwise required by applicable law, Bonus Awards are not earned or vested or payable until actual payments are made and the Company reserves the right at any time prior to actual payment of Bonus Awards to amend, terminate and/or discontinue the Incentive Plan in whole or in part whenever the Board of Directors or the Compensation Committee of the Company determines that it is necessary or appropriate.

The Incentive Plan may be amended or terminated by either the Board of Directors or the Compensation Committee, provided that no amendment or termination of the Incentive Plan after the end of a Plan Year may adversely affect the rights of Participants with respect to their Bonus Awards for that Plan Year.

D. RIGHTS ARE NON-ASSIGNABLE

Neither the Participant nor any beneficiary nor any other person shall have any right to assign the right to receive payments hereunder, in whole or in part, which payments are non-assignable and non-transferable, whether voluntarily or involuntarily.

E. WITHHOLDING AND SECTION 409A

All required deductions will be withheld from the Bonus Awards prior to distribution. This includes federal, state or local taxes. The provisions of Section 8(e) of the 2016 Compensation Plan shall apply to any Bonus Award that is or may potentially be subject to the requirements of Section 409A of the Internal Revenue Code.

F. EMPLOYMENT AGREEMENTS

If a Participant has an employment agreement which references an annual incentive plan bonus, this Incentive Plan describes how such bonus will be determined and paid, provided that in the event the Chief Executive Officer of the Company is party to an employment agreement with the Company, any provisions of such employment agreement relating to this Incentive Plan shall govern to the extent inconsistent with this Incentive Plan. Except as otherwise provided above, to the extent there is any conflict between the language of an employment agreement and this Plan, the language in the Incentive Plan and the 2016 Compensation Plan shall govern.

G. EFFECTIVE DATE

The effective date of this Fifth Amended and Restated Annual Incentive Plan shall apply to Annual Incentive Plans adopted on or after January 31, 2022.

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## **Destination XL Group, Inc. Announces A Three-Year Extension with Harvey S. Kanter to Continue as its President and Chief Executive Officer**

CANTON, Mass., April 5, 2022 - Destination XL Group, Inc. (NASDAQ: DXLG), the largest omni-channel specialty retailer of big & tall men's apparel in the United States (the "Company"), announced that its Board of Directors (the "Board") has extended Harvey S. Kanter's role as the Company's President and Chief Executive Officer. Mr. Kanter has served as the Company's President & CEO and been a member of its Board since April 1, 2019.

Lionel Conacher, Chairman of the Board, commented, "We are extremely pleased that Harvey has agreed to continue to lead our Company for another three-year term. Harvey has had an incredible impact on the success of the Company, including building a high-performing culture in which people are the focus. He brilliantly navigated the pandemic as he led the team through uncharted territory. With Harvey's proven track record of creating shareholder value and his digital experience, as well as his strategic and operational expertise, we are confident that his consumer-focused mindset and passion for omni-channel retail will result in successfully bringing DXL to the next level," he concluded.

"I am thrilled to work with the management team to continue the work we have undertaken to transform the DXLG Brand and to continue working with the Board to help the Company to reach new levels of success in today's complex retail environment," said Harvey Kanter. "DXLG has a tremendous opportunity to build upon the growth of its now transformative digital capabilities during the past three years to capture a larger share of the addressable market and increase DXLG's position as the leader in the big & tall men's apparel sector."

### **About Destination XL Group, Inc.**

Destination XL Group, Inc. is the leading retailer of Men's Big + Tall apparel that delivers a Big + Tall shopping experience that fits -- fits his body, fits his style, fits his life. Subsidiaries of Destination XL Group, Inc. operate DXL Big + Tall retail and outlet stores and Casual Male XL retail and outlet stores throughout the United States, and an e-commerce website, DXL.com, and mobile app which offer a multi-channel solution similar to the DXL store experience with the most extensive selection of online products available anywhere for Big + Tall men. The Company is headquartered in Canton, Massachusetts, and its common stock is listed on the Nasdaq Global Market under the symbol "DXLG." For more information, please visit the Company's investor relations website: <https://investor.dxl.com>.

### **Contact:**

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