

**THIS IS EXHIBIT "H" TO THE
AFFIDAVIT OF RICHARD SEXTON
SWORN BEFORE ME THIS 10th
DAY OF JUNE, 2009.**

A handwritten signature in black ink, consisting of a large, stylized 'R' followed by several horizontal strokes that taper to the right. The signature is written over a horizontal dotted line.

A Commissioner, etc.

FORBEARANCE AGREEMENT

THIS AGREEMENT is made this 10th day of June, 2009.

A M O N G:

COPPLEY APPAREL GROUP LIMITED, an Ontario corporation (the "Canadian Borrower")

- and -

HARTMARX CORPORATION, a Delaware corporation (the "US Borrower" and together with the Canadian Borrower, the "Borrowers")

- and -

EACH OF THE COMPANIES LISTED ON SCHEDULE "A" HERETO (each a "Guarantor" and collectively, the "Guarantors")

- and -

WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), in its capacity as agent (in such capacity, the "Agent") for and on behalf of the parties to the Loan Agreement (as hereinafter defined) from time to time as lenders (each a "Lender" and collectively, the "Lenders")

- and -

WACHOVIA CAPITAL FINANCE CORPORATION (CANADA), in its capacity as the Canadian lender under the Loan Agreement (the "Canadian Lender")

RECITALS:

WHEREAS the Borrowers, Guarantors, Agent and Lenders are parties to a Loan and Security Agreement dated August 30, 2002 (as amended, modified, restated and/or supplemented from time to time, including, without limitation, under the Ratification Agreement (as hereinafter defined), the "Loan Agreement");

AND WHEREAS each Guarantor has guaranteed the Obligations under the Loan Agreement;

AND WHEREAS on January 23, 2009, the US Borrower and each Guarantor filed a voluntary petition for relief commencing cases (the "Chapter 11 Cases") under Chapter 11

of Title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Illinois Eastern Division (the "US Bankruptcy Court");

AND WHEREAS the US Bankruptcy Court entered an order on February 19, 2009 (the "Financing Order") pursuant to which, among other things, the Agent and Lenders may make post-petition loans and advances and provide other financial accommodations to the Borrowers secured by the collateral as set forth in the Financing Order and the Financing Agreements;

AND WHEREAS in connection with the Financing Order, the Borrowers and Guarantors entered into a Ratification and Amendment Agreement dated as of January 23, 2009 with the Agent and Lenders (as amended, modified, restated and/or supplemented from time to time, the "Ratification Agreement"), which Ratification Agreement provides for certain financial accommodations to the Borrowers and makes certain amendments to the Loan Agreement to permit post-petition loans and advances to the Borrowers during the Chapter 11 Cases;

AND WHEREAS the Borrowers are in breach of certain of their obligations under the Loan Agreement and, as a result, one or more Events of Default have occurred and are continuing;

AND WHEREAS the Canadian Borrower is insolvent and intends to make an application to the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") to commence proceedings under the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA Proceedings");

AND WHEREAS the Canadian Lender holds valid and enforceable general security over substantially all of the assets of the Canadian Borrower as security for its obligations to the Canadian Lender under the Loan Agreement;

AND WHEREAS the Canadian Borrower has requested that the Agent and the Canadian Lender forbear from exercising their secured rights and remedies, as the case may be, and make certain Loans so that the Canadian Borrower may implement a restructuring of its business and affairs under the CCAA Proceedings, which may include, *inter alia*, a Canadian sales process and a sale of substantially all of the Canadian Borrower's assets pursuant to an Asset Purchase Agreement dated as of June 5, 2009 among the Canadian Borrower, Emerisque Brands UK Limited and SKNL North America, B.V. (the "Canadian Asset Purchase Transaction");

AND WHEREAS the Agent and the Canadian Lender are willing to forbear from taking any action in connection with their secured rights and remedies, as the case may be, under the Loan Agreement and are willing to make certain Loans, all on the terms and conditions and subject to the limitations specified herein;

NOW THEREFORE in consideration of the respective covenants of the parties hereto herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, all terms defined in the Loan Agreement and not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement.

1.2 Gender and Number

Words importing the singular include the plural and vice versa and words importing gender include all genders.

1.3 Severability

Each of the provisions contained in this Agreement is distinct and severable, and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement.

1.4 Headings

The division of this Agreement into articles, sections and clauses, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

1.6 Attornment

The parties hereto irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario for all matters arising out of or in connection with this Agreement.

1.7 Conflicts

If there is any inconsistency or conflict between the terms of this Agreement and the terms of the Loan Agreement or any other Financing Agreement, the provisions of this Agreement shall prevail to the extent of the inconsistency, but the foregoing shall not apply to limit or restrict in any way the rights and remedies of the Agent and the Lenders under the Loan Agreement, the other Financing Agreements or this Agreement other than as may be specifically contemplated herein.

ARTICLE 2
ACKNOWLEDGEMENT AND CONFIRMATION

2.1 Acknowledgement of Obligations

The Canadian Borrower and each Guarantor hereby acknowledges, confirms and agrees that, as of June 5, 2009, the Canadian Borrower is indebted to the Agent and the Canadian Lender in respect of the Loans in the aggregate principal amount of US\$6,876,186, together with interest accrued and accruing thereon, all costs, expenses, fees (including attorneys' fees and legal expenses) incurred in connection with the foregoing, and all other charges now or hereafter owed by the Canadian Borrower to the Agent and the Canadian Lender, all of which are unconditionally owing by the Canadian Borrower to the Agent and the Canadian Lender, without offset, defence or counterclaim of any kind, nature and description whatsoever.

2.2 Guaranteed Obligations

Each Guarantor confirms that the guarantees and security granted by such Guarantor in connection with the Loan Agreement (i) are not released, discharged or otherwise affected by the execution, delivery or performance of this Agreement or any security therefor (ii) remain in full force and effect and (iii) secure all indebtedness, liabilities and obligations of the Canadian Borrower under the Loan Agreement.

2.3 Acknowledgement of Security Interests

The Canadian Borrower and each Guarantor hereby acknowledges, confirms and agrees that the Agent and the Canadian Lender have and shall continue to have valid, enforceable and perfected first priority liens upon the Collateral described in the Financing Agreements.

ARTICLE 3
FORBEARANCE AND FUNDING DURING FORBEARANCE PERIOD

3.1 Forbearance and Funding During Forbearance Period

(a) In reliance upon the representations, warranties and covenants of the Canadian Borrower and the Guarantors contained in this Agreement, and subject to the terms and conditions of this Agreement and any documents or instruments executed in connection herewith, the Agent and the Canadian Lender agree to:

- (i) forebear from exercising their secured rights and remedies under the Loan Agreement, the other Financing Agreements, the PPSA and other applicable law in respect of any Event of Default that may be continuing or may arise on or before the date hereof;
- (ii) provide advances to the Canadian Borrower in the amounts that are projected in the cash flow budget set out in Schedule "B" hereto (the "Cash Flow Budget"), which advances shall each constitute a Loan and

outstanding Obligations of the Canadian Borrower under the Loan Agreement; and

(iii) provide the advances contemplated by Section 3.3 hereof,

for the period commencing on the date hereof and ending on the earlier of (i) July 6, 2009, (ii) the effective date of the implementation of a court sanctioned plan of arrangement of the Canadian Borrower in the CCAA Proceedings, (iii) the closing of the Canadian Asset Purchase Transaction or any other court approved sale of all or substantially all of the assets of the Canadian Borrower in the CCAA Proceedings, (iv) the appointment of a receiver, interim receiver, receiver and manager, trustee or liquidator of the Canadian Borrower or of any part of its property, assets and undertaking, (v) the date upon which the CCAA Proceedings are terminated and/or the stay of proceedings (the "Stay") granted under the initial order (the "Initial Order") in the CCAA Proceedings is lifted, or a court otherwise grants leave from the Stay, so as to permit any Person to seize, take possession of, realize upon or otherwise enforce rights against any assets, property or undertaking of the Canadian Borrower, and (vi) the occurrence of any Intervening Event (the "Forbearance Period").

(b) Upon expiration or termination of the Forbearance Period, the agreement of the Agent and the Canadian Lender to forebear as contemplated herein shall automatically and without further action terminate and be of no further force and effect, it being expressly agreed that the effect of such termination will be to permit the Agent and the Canadian Lender to exercise such rights and remedies immediately, including, without limitation, (i) ceasing to make any further Loans or to arrange Letter of Credit Accommodations, (ii) the acceleration of all of the Obligations (in the case of (i) or (ii) without any further notice, passage of time or forbearance of any kind), and (iii) applying to a court to enforce any private or other remedies available to either of them or to seek the appointment of any permanent or interim receiver or receiver and manager or any trustee in bankruptcy.

3.2 No Other Waivers; Reservation of Rights

(a) The Agent and the Canadian Lender have not waived, and are not by this Agreement waiving, and have no intention of waiving, any Event of Default that may be continuing on the date hereof or any Intervening Event that may occur after the date hereof.

(b) Subject to Section 3.1 of this Agreement, each of the Agent and the Canadian Lender reserve the right, in their sole and absolute discretion, to exercise any or all of their rights or remedies under the Loan Agreement and the other Financing Agreements or available to them under the PPSA or other applicable law as a result of any Event of Default that may be continuing or may occur on or after the date hereof or any Intervening Event that may occur after the date hereof, and the Agent and the Canadian Lender have not waived any such rights or remedies, and nothing in this Agreement and no delay on the part of the Agent and the Canadian Lender in exercising any such rights or remedies, should be construed as a waiver of any such rights or remedies.

3.3 Funding of Administration Charge and Directors' Charge

(a) The Canadian Lender agrees to advance the full amount of the Administration Charge and the Directors' Charge (each as defined in the Initial Order) in the aggregate amount of Cdn.\$2,300,000 (the "CCAA Priority Charge Advance") within three (3) Business Days of the Initial Order being entered with the Canadian Court (on terms satisfactory to the Agent and the Canadian Lender) into an escrow bank account that shall be held by the Monitor (as hereinafter defined), in trust, and not released by the Monitor to any Person other than the Canadian Lender without the written consent of the Canadian Lender or further order of the Canadian Court. The CCAA Priority Charge Advance shall constitute a Loan and outstanding Obligations of the Canadian Borrower under the Loan Agreement and any funds comprising the CCAA Priority Charge Advance that are not used to satisfy the Administration Charge and/or the Directors' Charge shall be forthwith repaid to the Canadian Lender in accordance with the terms of this Agreement.

(b) At least two (2) Business Days prior to the closing of the Canadian Asset Purchase Transaction or any other court approved sale of all or substantially all of the assets of the Canadian Borrower in the CCAA Proceedings, the Canadian Lender and the Canadian Borrower, each acting reasonably and with the assistance of the Monitor, shall determine the portions of the CCAA Priority Charge Advance that are no longer required to be held by the Monitor, in trust, to fund the Administration Charge and the Directors' Charge (the "Closing Repayment"), and the balance of the remaining funds comprising the CCAA Priority Charge Advance held by the Monitor, in trust, shall continue to constitute a Loan and outstanding Obligations of the Canadian Borrower under the Loan Agreement. The Closing Repayment shall be forthwith repaid to the Canadian Lender by the Monitor and the balance of the remaining funds comprising the CCAA Priority Charge Advance shall continue to be held by the Monitor, in trust, and not released to any Person other than the Canadian Lender without the written consent of the Canadian Lender or further order of the Canadian Court. In that regard, the Canadian Borrower acknowledges and agrees that it will not deliver a DIP Balance Certificate (as defined in the asset purchase agreement for the Canadian Asset Purchase Transaction) without the written consent of the Canadian Lender.

(c) The parties hereto acknowledge and agree that, at the time of and as part of the determination of the Closing Repayment, the Monitor and its counsel will be entitled to obtain retainers from the Canadian Borrower to be held by them as security for payment of any of their reasonable fees and disbursements that are expected to be incurred after the closing of the Canadian Asset Purchase Transaction or a similar alternate transaction until the termination of the CCAA Proceedings. Any funds comprising the retainers contemplated in this paragraph that are not used to pay the reasonable fees and disbursements of the Monitor and its counsel shall be forthwith repaid to the Canadian Lender.

(d) The parties hereto further acknowledge and agree that the adjustment and repayment obligations contemplated in this Section 3.3 may be approved by the Canadian Court as part of the approval of the Canadian Asset Purchase Transaction or a similar alternate transaction on or before July 3, 2009 and/or a subsequent motion to the Canadian Court.

ARTICLE 4
OBLIGATIONS OF BORROWERS DURING FORBEARANCE PERIOD

4.1 CCAA Proceedings

The Initial Order made in the CCAA Proceedings shall be in form and substance satisfactory to the Agent and the Canadian Lender and shall provide, *inter alia*, that (and, whether or not the Initial Order shall provide, the Borrowers and the Guarantors hereby covenant and agree that):

- (a) the Agent and the Canadian Lender shall not be affected in any manner whatsoever by any plan of compromise or arrangement filed or considered in the CCAA Proceedings;
- (b) all of the property of the Canadian Borrower shall be subject to a priority charge in favour of the Canadian Lender in the aggregate amount of: (i) the total of all advances provided by the Canadian Lender in Article 3 of this Agreement; and (ii) the value of all cash utilized or committed by the Canadian Borrower from and after the date of the Initial Order other than advances provided by the Canadian Lender under this Agreement;
- (c) there shall be limitations on paying pre-filing debt other than to the Agent and the Canadian Lender or as may be in priority to the Agent and the Canadian Lender and a prohibition on the granting of any further liens or security by the Canadian Borrower except as may be specifically set forth in the Initial Order;
- (d) statutory liens or trusts in favour of the federal or any provincial government that would have priority in a bankruptcy of the Canadian Borrower over the security held by the Agent and the Canadian Lender are to be paid on a current basis;
- (e) the Canadian Borrower shall be prohibited from selling any assets (other than inventory in the ordinary course of business), generating proceeds in excess of Cdn.\$50,000 in the aggregate during the Forbearance Period without the consent of the Agent and the Canadian Lender and the Canadian Court;
- (f) the court-appointed monitor in the CCAA Proceedings (the "Monitor") shall provide financial and other information to the Agent and the Canadian Lender upon request;
- (g) neither the Borrowers nor any Guarantors shall apply, nor consent to an application by a third party, to amend the Initial Order in any manner that may affect the Loan Agreement, the other Financing Agreements, the property of the Canadian Borrower, this Agreement or any other agreement between the Lenders and any Borrowers or Guarantors without notice to and consent of the Agent and the Canadian Lender;
- (h) if an Intervening Event occurs, the Canadian Lender shall have the right to cease making any further Loans and Letter of Credit Accommodations by providing written notice to the Canadian Borrower, such notice to be effective immediately;

(i) the Agent and the Canadian Lender shall be authorized to effect registrations, filings and recordings wherever in their discretion they deem appropriate in respect of the Financing Agreements; and

(j) the appointment of BDO Dunwoody Limited, or another entity acceptable to the Agent and the Canadian Lender, as the Monitor in the CCAA Proceedings and as the sales agent in the Canadian bid procedure that is contemplated in these proceedings.

4.2 Financing Agreements

During the Forbearance Period, the Canadian Borrower and each Guarantor shall strictly adhere to all of the terms, conditions and covenants of the Loan Agreement, this Agreement and the other Financing Agreements, including, without limitation, terms requiring prompt payment of principal, interest, fees and other amounts when due.

4.3 Full Co-operation

During the Forbearance Period, the Canadian Borrower and each Guarantor shall co-operate fully with the Agent and the Canadian Lender, including, without limitation, by providing promptly all information reasonably requested by the Agent and the Canadian Lender and by providing the Canadian Lender and its advisors full access to the books, records, property and assets of the Canadian Borrower and each Guarantor wherever they may be situated, which right of access shall include the right to inspect and appraise such property and assets. The Canadian Borrower shall provide to the Agent and the Canadian Lender not less than three (3) Business Days notice of any motions made by the Canadian Borrower in the CCAA Proceedings, except where the provision of such notice is made impracticable given the circumstances or except where such notice is waived by the Agent and the Canadian Lender in writing.

4.4 Cash Flow Reporting

During the Forbearance Period, the Canadian Borrower shall provide the Agent and the Canadian Lender on the second Business Day of each week with an updated Cash Flow Budget and a schedule detailing the cash flow results of the Canadian Borrower for the previous week and any variances between the actual cash flow results and the forecasted cash flows.

4.5 Disbursements of the Canadian Borrower

During the Forbearance Period and subject to the terms and conditions of this Agreement, including Sections 4.4 and 7.1(e) of this Agreement, the Canadian Borrower covenants and agrees to make all disbursements (on a cumulative basis) in accordance with the Cash Flow Budget.

4.6 Sale Approval Order

In connection with any motion to approve the Canadian Asset Purchase Transaction or an alternate transaction, the Canadian Borrower covenants and agrees that it will

seek the approval of the Canadian Court to include a provision in the sale approval order approving a distribution of the purchase price to the Canadian Lender on the closing of such transaction.

ARTICLE 5
REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Representations and Warranties and Covenants

The Canadian Borrower and each Guarantor hereby represents, warrants and covenants (with respect to Sections 5.1(b) and (c) of this Agreement, relying in part upon the Initial Order) with and to the Agent and the Canadian Lender as follows:

(a) each of the representations and warranties set forth in the Loan Agreement and the other Financing Agreements is true and correct as of the date hereof with the same force and effect as if made as of the date hereof, except to the extent that any such representation and warranty relates solely to an earlier date;

(b) this Agreement, the Loan Agreement and the other Financing Agreements have been duly authorized, executed and delivered to the Agent and the Canadian Lender by each Borrower and Guarantor, are in full force and effect, and constitute legal, valid and binding obligations of the Canadian Borrower and each Guarantor party thereto enforceable against it in accordance with their terms (subject to bankruptcy, insolvency and similar laws affecting creditors' rights generally and the discretion of courts as to the granting of equitable remedies); and

(c) the authorization, execution and delivery and performance of this Agreement by the Canadian Borrower and each Guarantor will not violate any applicable law or any order, declaration or judgement binding on the applicable Canadian Borrower or Guarantor, any consent, license, permit or approval of the applicable Canadian Borrower or Guarantor or any agreement to which the applicable Canadian Borrower or Guarantor is a party and will not result in, or require, the creation or imposition of any lien on any assets or property of the applicable Canadian Borrower or Guarantor.

ARTICLE 6
CONDITIONS TO EFFECTIVENESS OF THIS AGREEMENT

6.1 General Conditions

This Agreement shall not be effective unless and until the Agent and the Canadian Lender have received each of the following, in form and substance satisfactory to the Agent and the Canadian Lender, the receipt of any of which may be waived by the Agent and the Canadian Lender in their sole and absolute discretion:

(a) this Agreement and any other Financing Agreements to be delivered in connection herewith, duly authorized, executed and delivered by each Borrower and Guarantor; and

(b) a copy of the entered Initial Order on terms satisfactory to the Agent and the Canadian Lender.

ARTICLE 7 INTERVENING EVENTS

7.1 Intervening Events

This Agreement shall forthwith terminate upon the happening of any one of the following Events (each an "Intervening Event"), any of which may be waived by the Agent and the Canadian Lender in their sole and absolute discretion:

(a) the occurrence hereafter of any Event of Default under the Loan Agreement or the cessation by the Lenders of financing under any of the Financing Agreements (other than discretionary and limited protective advances) and the delivery by the Lenders of any notice of intent to exercise remedies required by the Financing Agreements or the Financing Order;

(b) failure by any Borrower or Guarantor to comply with the terms and conditions of this Agreement and delivery by the Lenders to a Borrower or Guarantor, as the case may be, of written notice of such failure, which default is not cured within three (3) Business Days of such notice;

(c) failure by the Canadian Borrower to complete the Canadian Asset Purchase Transaction or an alternate transaction on or before July 3, 2009;

(d) the occurrence of a default under the Financing Order, the cessation by the Lenders of financing under any of the Financing Agreements (other than discretionary and limited protective advances) and the delivery by the Lenders of any notice of intent to exercise remedies required by the Financing Agreements or the Financing Orders; and

(e) the occurrence of more than a 10% negative variance, on a cumulative basis in the "Net Cash In / (Out)" line item, in the cash flow projections provided in the Cash Flow Budget, which Cash Flow Budget shall be updated with the actual cash flow results on a weekly basis and provided to the Agent and the Canadian Lender in accordance with Section 4.4 of this Agreement.

ARTICLE 8 GENERAL PROVISIONS

8.1 Costs and Expenses

The Borrowers hereby agree to pay to the Agent and the Canadian Lender, on demand, whether or not all or any of the transactions contemplated by this Agreement are consummated, all reasonable fees and disbursements of Canadian counsel to the Agent and the Canadian Lender and each of their legal and financial advisors engaged by it in connection with the CCAA Proceedings and the preparation, negotiation, execution, delivery, administration,

interpretation or enforcement of this Agreement, the Loan Agreement or the other Financing Agreements and any agreements delivered in connection with the transactions contemplated hereby or thereby. Such fees and expenses shall be paid by the Borrowers within 15 days of being invoiced therefore and the Agent and the Canadian Lender are hereby authorized and directed automatically and without prior notice, if the same are not promptly paid, to debit the account of the Borrowers for the amount of such fees and expenses.

8.2 Further Assurances

The parties hereto shall execute and deliver such supplemental documents and take such supplemental action as may be necessary or desirable to give effect to the provisions and purposes of this Agreement all at the expense of the Borrowers.

8.3 Binding Effect

This Agreement shall be binding upon and enure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

8.4 Survival of Representations and Warranties

All representations and warranties made in this Agreement or any other document furnished in connection herewith shall survive the execution and delivery of this Agreement and such other document, and no investigation by the Agent and the Canadian Lender or any closing shall affect the representations and warranties or the rights of the Agent and the Canadian Lender to rely upon such representations and warranties.

8.5 Release

(a) In consideration of the agreements of the Agent and the Canadian Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Borrower and Guarantor, on behalf of itself and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges each of the Agent and the Canadian Lender and each of its successors and assigns, participants, affiliates, subsidiaries, branches, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives and advisors (the Agent and the Canadian Lender and all such other Persons being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defences, rights of set-off, demands and liabilities whatsoever (individually, a "Claim" and collectively, "Claims") of every name and nature, known or unknown, suspected or unsuspected, both arising at law and in equity, which any Borrower or Guarantor or any of its respective successors, assigns or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Agreement, including, without limitation, for or on account of, or in relation to,

or in any way in connection with, any of the Loan Agreement or any of the other Financing Agreements or transactions thereunder or related thereto. Notwithstanding the foregoing, each Borrower and Guarantor on behalf of itself and its successors and assigns and other legal representatives, shall not be required to irrevocably release, remise or discharge any Claim which arises as a result of the gross negligence or wilful misconduct of any Releasee.

(b) Each Borrower and Guarantor understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defence and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

(c) Each Borrower and Guarantor agrees that no fact, event or circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

8.6 Covenant Not to Sue

Each Borrower and Guarantor, on behalf of itself and its successors, assigns and other legal representatives, hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favour of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged by each Borrower and Guarantor pursuant to Section 8.5 above. If any Borrower or Guarantor or any of their respective successors, assigns or other legal representatives violates the foregoing covenant, each Borrower and Guarantor, for itself and its successors, assigns and legal representatives, agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all legal fees and costs incurred by any Releasee as a result of such violation.

8.7 No Novation

This Agreement will not discharge or constitute novation of any debt, obligation, covenant or agreement contained in the Loan Agreement or any of the other Financing Agreements but same shall remain in full force and effect save to the extent same are amended by the provisions of this Agreement.

8.8 Execution in Counterparts

This Agreement may be executed and delivered by facsimile or other electronic transmission and in any number of counterparts, each of which when so executed and delivered is an original but all of which taken together constitute one and the same instrument.

8.9 No Set-Off, etc.

Each Borrower and Guarantor reaffirms that each of the Financing Agreements remains in full force and effect and acknowledges and agrees that there is no defence, set-off or

counterclaim of any kind, nature or description to its obligations arising under any of the Financing Agreements as a result of the execution of this Agreement.

8.10 Collateral Agent

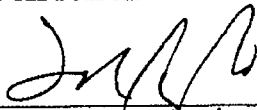
The parties hereto acknowledge and agree that the Agent may act as the Canadian Lender's collateral agent to the extent that it holds any security granted by the Canadian Borrower in favour of the Canadian Lender.

[Signature pages follow.]

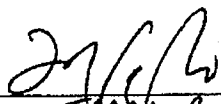
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above mentioned.

BORROWERS

COPPLEY APPAREL GROUP LIMITED

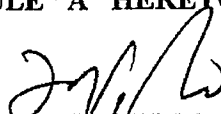
Per: 
Name: TARA R. PROCKO
Title: VICE PRESIDENT

HARTMARX CORPORATION

Per: 
Name: TARA R. PROCKO
Title: SR. VICE PRESIDENT

GUARANTORS

**EACH OF THE COMPANIES LISTED ON
SCHEDULE "A" HERETO**

Per: 
Name: TARA R. PROCKO
Title: SECRETARY

AGENT AND CANADIAN LENDER

WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), as Agent

Per: _____

Name:

Title:

**WACHOVIA CAPITAL FINANCE CORPORATION (CANADA),
as Canadian Lender**

Per: _____

Name:

Title: **Niall Hamilton**
Senior Vice President
Wachovia Capital Finance Corporation
(Canada)

SCHEDULE "A"**Guarantors**

Anniston Sportswear Corporation
Consolidated Apparel Group, Inc.
Direct Route Marketing Corporation
Hart Schaffner & Marx
Hickey-Freeman Co., Inc.
HMX Sportswear, Inc.
International Women's Apparel, Inc.
Jaymar-Ruby, Inc.
HMX Luxury, Inc.
Monarchy Group, Inc., formerly known as M Acquisition Corp.
M. Wile & Company, Inc.
National Clothing Company, Inc.
Simply Blue Apparel, Inc., formerly known as SB Acquisition Corp.
Universal Design Group, Ltd.
Briar, Inc.
Chicago Trouser Company, Ltd.
C.M. Clothing, Inc.
C.M. Outlet Corp.
Country Miss, Inc.
Country Suburbans, Inc.
E-Town Sportswear Corporation
Fairwood-Wells, Inc.
Gleneagles, Inc.
Handmacher Fashions Factory Outlet, Inc.
Handmacher-Vogel, Inc.
Hartmarx International, Inc.
Hart Services, Inc.
Thos. Heath Clothes, Inc.
Higgins, Frank & Hill, Inc.
Hoosier Factories, Incorporated
HSM University, Inc.
Intercontinental Apparel, Inc.
JRSS, Inc.
Kuppenheimer Men's Clothiers Dadeville, Inc.
NYC Sweaters, Inc.
106 Real Estate Corp.
Robert Surrey, Inc.
Robert's International Corporation
SALHOLD, Inc.
Seaford Clothing Co.
Society Brand, Ltd.

Sweater.com Apparel, Inc.
TAG Licensing, Inc.
Tailored Trend, Inc.
Thorngate Uniforms, Inc.
Trade Finance International Limited
Winchester Clothing Company
Yorke Shirt Corporation
Zooney Apparel, Inc.

SCHEDULE "B"

Cash Flow Budget

HARTMARX CORPORATION
 COPPLEY APPAREL
 BORROWING BASE PROJECTIONS
 Week Ended May 29, 2009 through July 17, 2009

Week	Actuals			Projections			
	1	2	3	4	5	6	7
Week Ending	5/29/2009	6/12/2009	6/19/2009	6/26/2009	7/3/2009	7/10/2009	7/17/2009
Beginning Cash Balance (CDN \$)	\$ -	\$ 1,303	\$ 810	\$ -	\$ -	\$ -	\$ -
Total Receipts	1,303	810	292	65	(482)	(233)	97
Total Disbursements	1,303	810	44	71	521	252	-
Ending Cash Balance (CDN \$)	0	493	266	(6)	(230)	(485)	97
Ending Cash Balance after Borrowings (CDN \$)	1,303	810	-	-	-	-	105
Ending Cash Balance Before Borrowings	\$ 1,205	\$ 749	\$ (44)	\$ (292)	\$ (65)	\$ (482)	\$ (233)
Funding Needs - Cash Forecast (CDN \$)	-	-	47	315	71	521	252
Funding Needs - Cash Forecast (US \$)	-	-	44	282	65	482	233
Funding from U.S. DIP Loan (US \$)	-	-	600	-	-	-	-
Funding from U.S. DIP Loan (CAD \$)	-	-	649	-	-	-	-
Ending Line of Credit Balance (US \$)	7,070	6,927	8,499	8,791	8,856	9,338	9,571
* \$2.3 million CAD charged 3 days following CCAA filing (FX rate of 0.925)							
Total Borrowing Base (US \$)	6,882	6,894	9,103	9,161	9,047	9,047	9,047
Line of Credit Max	6,882	6,894	9,103	9,161	9,047	9,047	9,047
Available Liquidity (US \$)	0	0	0	0	0	0	0
I. Borrowing Base Summary							
Accounts Receivable (in US \$)							
Balance Sheet							
Beginning Balance	8,834	9,025	9,069	9,115	9,107	8,949	8,949
Credit Sales	561	561	561	561	561	251	-
Collections	370	517	515	569	409	-	-
Adjusted A/R	9,765	10,103	10,145	10,245	10,237	9,660	9,660
Adjusted A/R	8,834	9,025	9,069	9,115	9,107	8,949	8,949
Ineligible Rate	32.8%	33.0%	33.0%	33.0%	33.0%	33.0%	33.0%
Eligible A/R	5,932	6,047	6,107	6,102	5,996	5,996	5,996
Advance Rate	85.0%	85.0%	85.0%	85.0%	85.0%	85.0%	85.0%
Gross A/R Base	5,043	5,140	5,165	5,191	5,186	5,096	5,096
Dilution Rate	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted A/R (US \$)	9,765	10,103	10,145	10,245	10,237	9,660	9,660

HARTMARX CORPORATION
 COPPLEY APPAREL
 BORROWING BASE PROJECTIONS
 Week Ended May 29, 2009 through July 17, 2009

Week Ending	Actuals			Projections				
	5/29/2009	6/5/2009	6/12/2009	6/19/2009	6/26/2009	7/3/2009	7/10/2009	7/17/2009
Inventory (in US \$)								
Balance Sheet								
Piece Goods	3,653	3,597	3,658	3,694	3,645	3,673	3,673	3,673
Trim	807	809	823	831	820	826	826	826
Finished Goods	4,042	3,912	3,979	4,017	3,964	3,994	3,994	3,994
Mgmt Adjustment								
Adjusted Inventory	8,502	8,319	8,460	8,542	8,428	8,493	8,493	8,493
Ineligible Rate - Piece Goods	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
Ineligible Rate - Trim	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Ineligible Rate - Finished Goods	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Weekly Adjustment								
Eligible Piece Goods	3,598	3,543	3,604	3,639	3,590	3,618	3,618	3,618
Eligible Trim	787	789	803	810	800	806	806	806
Eligible Finished Goods	4,042	3,912	3,979	4,017	3,964	3,994	3,994	3,994
Inventory Borrowing Base (US \$)								
Advance Rate - Piece Goods	25.5%	25.5%	25.5%	25.5%	25.5%	25.5%	25.5%	25.5%
Advance Rate - Trim	25.5%	25.5%	25.5%	25.5%	25.5%	25.5%	25.5%	25.5%
Advance Rate - Finished Goods	55.0%	55.0%	55.0%	55.0%	55.0%	55.0%	55.0%	55.0%
Availability - Piece Goods	917	904	919	928	915	923	923	923
Availability - Trim	201	201	205	207	204	205	205	205
Availability - Finished Goods	2,223	2,152	2,188	2,209	2,180	2,197	2,197	2,197
Collateral Access								
Inventory Borrowing Base (US \$)								
Cash Collateral			2,128	2,128	2,128	2,128	2,128	2,128
Priority Payable Availability Block	1,493	1,493	1,493	1,493	1,493	1,493	1,493	1,493
Royalty Reserve	9	9	9	9	9	9	9	9

