

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

SCHEDULE TO

(RULE 14d-100)

Tender Offer Statement Pursuant to Section 14(d)(1) or 13(e)(1) of the Securities Exchange Act of 1934

Jos. A. Bank Clothiers, Inc.

(Name of Subject Company)

Java Corp.

(Offeror)

The Men's Wearhouse, Inc.

(Parent of Offeror)

(Names of Filing Persons)

COMMON STOCK, \$0.01 PAR VALUE
(Including the Associated Preferred Share Purchase Rights)
(Title of Class of Securities)

480838101
(CUSIP Number of Class of Securities)

Jon W. Kimmins
Chief Financial Officer
The Men's Wearhouse, Inc.
6380 Rogerdale Road
Houston, Texas 77072
(281) 776-7000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on Behalf of Filing Persons)

Copies to:

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Michael A. Schwartz
Laura L. Delanoy
Willkie Farr & Gallagher LLP
787 Seventh Avenue
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(212) 728-8000

CALCULATION OF FILING FEE

Transaction Valuation*	Amount of Filing Fee**
\$1,609,332,540.00	\$207,282.03

* Estimated for purposes of calculating the filing fee only. This amount assumes the purchase of 27,988,392 shares of common stock of Jos. A. Bank Clothiers, Inc. ("JOSB") issued and outstanding as of November 27, 2013 as set forth in JOSB's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission (the "SEC") on December 5, 2013.

** The amount of the filing fee is calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, by multiplying the transaction valuation by .0001288.

☐ Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: Not applicable.
Form or Registration No.: Not applicable.

Filing Party: Not applicable.
Date Filed: Not applicable.

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- ☒ third-party tender offer subject to Rule 14d-1.
- ☐ issuer tender offer subject to Rule 13e-4.
- ☐ going-private transaction subject to Rule 13e-3.
- ☐ amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer. ☐

If applicable, check the appropriate box(es) below to designate the appropriate rule provision(s) relied upon:

- ☐ Rule 13e-4(i) (Cross-Border Issuer Tender Offer)
- ☐ Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

This Tender Offer Statement on Schedule TO is filed by The Men's Wearhouse, Inc., a Texas corporation ("MW"), and Java Corp. (the "Purchaser"), a Delaware corporation and a wholly owned subsidiary of MW. This Schedule TO relates to the offer by the Purchaser to purchase all outstanding shares of common stock, par value \$0.01 per share (together with the associated preferred share purchase rights, the "Shares"), of Jos. A. Bank Clothiers, Inc., a Delaware corporation ("JOSB"), at \$57.50 per Share, net to the seller in cash, without interest and less any required withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated January 6, 2014 (the "Offer to Purchase"), and in the related Letter of Transmittal, copies of which are attached hereto as Exhibits (a)(1)(A) and (a)(1)(B), respectively (which, together with any amendments or supplements thereto, collectively constitute the "Offer").

Items 1 through 11.

All information contained in the Offer to Purchase and the accompanying Letter of Transmittal, including all schedules thereto, is hereby incorporated herein by reference in response to Items 1 through 9 and Item 11 in this Schedule TO.

Item 12. Exhibits.

- (a)(1)(A) Offer to Purchase, dated January 6, 2014.
- (a)(1)(B) Form of Letter of Transmittal.
- (a)(1)(C) Form of Notice of Guaranteed Delivery.
- (a)(1)(D) Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
- (a)(1)(E) Form of Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
- (a)(1)(F) Form of summary advertisement dated January 6, 2014.
- (a)(5)(A) Press release issued by MW on January 6, 2014.
- *(a)(5)(B) Press release issued by MW on November 26, 2013 (incorporated by reference from Exhibit 99.2 to MW's Current Report on Form 8-K filed with the Securities and Exchange Commission (the "SEC") on November 26, 2013).
- *(a)(5)(C) Presentation of MW, dated November 26, 2013 (incorporated by reference from Exhibit 99.1 to MW's Current Report on Form 8-K filed with the SEC on November 26, 2013).
- (a)(5)(D) Presentation of MW, dated January 6, 2014.
- (a)(5)(E) Form of Letter to MW's Employees.
- (a)(5)(F) Form of Letter to MW's Licensing Partners.
- (b) Not applicable.
- (d) Not applicable.
- (g) Not applicable.
- (h) Not applicable.

* Previously filed.

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: January 6, 2014

THE MEN'S WEARHOUSE, INC.

By: /s/ JON W. KIMMINS

Name: Jon W. Kimmins

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

JAVA CORP.

By: /s/ JON W. KIMMINS

Name: Jon W. Kimmins

Title: Executive Vice President, Treasurer and Chief Financial
Officer

QuickLinks

[Item 12. Exhibits.](#)

[SIGNATURE](#)

Offer to Purchase for Cash
All Outstanding Shares of Common Stock
(Including the Associated Preferred Share Purchase Rights)
of
Jos. A. Bank Clothiers, Inc.
at
\$57.50 Net Per Share
by
Java Corp.
A Wholly Owned Subsidiary of
The Men's Wearhouse, Inc.

**THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 5:00 P.M., NEW YORK CITY TIME,
ON MARCH 28, 2014, UNLESS THE OFFER IS EXTENDED.**

Java Corp. (the "Purchaser"), a Delaware corporation and a wholly owned subsidiary of The Men's Wearhouse, Inc., a Texas corporation ("MW"), is offering to purchase all outstanding shares of common stock, par value \$0.01 per share (together with the associated preferred share purchase rights, the "Shares"), of Jos. A. Bank Clothiers, Inc., a Delaware corporation ("JOSB"), at a price of \$57.50 per share, net to the seller in cash, without interest and less any required withholding taxes, upon the terms and subject to the conditions set forth in this Offer to Purchase and the related letter of transmittal that accompanies this Offer to Purchase (the "Letter of Transmittal") (which, together with any amendments or supplements thereto, collectively constitute the "Offer").

Consummation of the Offer is conditioned upon, among other things, (i) there being validly tendered and not withdrawn before the expiration of the Offer a number of Shares which, together with the Shares then owned by MW and its subsidiaries, represents at least a majority of the total number of Shares outstanding on a fully diluted basis, (ii) MW, the Purchaser and JOSB having entered into a definitive merger agreement with respect to the acquisition of JOSB by MW providing for a second step merger pursuant to Section 251(h) of the General Corporation Law of the State of Delaware (the "DGCL"), with JOSB surviving as a wholly owned subsidiary of MW, without the requirement for approval of any stockholder of JOSB, to be effected as soon as practicable following the consummation of the Offer, (iii) the board of directors of JOSB (the "JOSB Board") having approved the Offer under Section 203 of the DGCL or the Purchaser being satisfied, in its sole discretion, that Section 203 of the DGCL is inapplicable to the Offer and the merger (the "Proposed Merger") of JOSB and the Purchaser as described herein (and as contemplated by the definitive merger agreement described above), (iv) the JOSB Board having redeemed the preferred share purchase rights associated with the Shares or the Purchaser being satisfied, in its sole discretion, that such preferred share purchase rights have been invalidated or are otherwise inapplicable to the Offer and the Proposed Merger as described herein, (v) the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and any necessary approvals or waiting periods under the laws of any foreign jurisdictions applicable to the purchase of Shares pursuant to the Offer having expired or been terminated or obtained, as applicable, without any actions or proceedings having been threatened or commenced by any federal, state or foreign government, governmental authority or agency seeking to challenge the Offer or the Proposed Merger on antitrust grounds, as described herein, and (vi) JOSB not being a party to any agreement or transaction having the effect of impairing, in the reasonable judgment of the Purchaser, the Purchaser's or MW's ability to acquire the Shares or JOSB or otherwise diminishing the expected value to MW of the acquisition of JOSB.

Consummation of the Offer is not conditioned upon any financing arrangements or subject to a financing condition.

MW and the Purchaser are seeking to negotiate a definitive agreement for the acquisition of JOSB by MW and are prepared to begin such negotiations immediately.

Subject to applicable law, MW and the Purchaser reserve the right to amend the Offer in any respect (including amending the offer price and the consideration to be offered in a merger, including the Proposed Merger). In addition, in the event that MW enters into a merger agreement with JOSB and such merger agreement does not provide for a tender offer, MW and the Purchaser reserve the right to terminate the Offer, in which case the Shares would, upon consummation of such merger, be converted into the consideration negotiated by MW, the Purchaser and JOSB and specified in such merger agreement.

This transaction has not been approved or disapproved by the Securities and Exchange Commission ("SEC") or any state securities commission, nor has the SEC or any state securities commission passed upon the fairness or merits of this transaction or upon the accuracy or adequacy of the information contained in this document. Any representation to the contrary is a criminal offense.

This Offer to Purchase and the related Letter of Transmittal contain important information, and you should carefully read both in their entirety before making a decision with respect to the Offer.

The Dealer Managers for the Offer are:

J.P. Morgan

BofA Merrill Lynch

IMPORTANT

Any stockholder of JOSB who desires to tender all or a portion of such stockholder's Shares in the Offer should either (i) complete and sign the accompanying Letter of Transmittal or a facsimile thereof in accordance with the instructions in the Letter of Transmittal, and mail or deliver the Letter of Transmittal together with the certificates representing tendered Shares and all other required documents to American Stock Transfer & Trust Company, LLC, the depositary for the Offer, or tender such Shares pursuant to the procedure for book-entry transfer set forth in "The Offer—Section 3—Procedure for Tendering Shares" or (ii) request that such stockholder's broker, dealer, commercial bank, trust company or other nominee effect the transaction for such stockholder. Stockholders whose Shares are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such person if they desire to tender their Shares. The associated preferred share purchase rights are currently evidenced by the certificates representing the Shares, and by tendering Shares, a stockholder will also tender the associated preferred share purchase rights. If the Distribution Date (as defined in "The Offer—Section 8—Certain Information Concerning JOSB—Preferred Share Purchase Rights") occurs, stockholders will be required to tender one associated preferred share purchase right for each Share tendered in order to effect a valid tender of such Share.

Any stockholder who desires to tender Shares and whose certificates representing such Shares are not immediately available, or who cannot comply with the procedures for book-entry transfer on a timely basis, may tender such Shares pursuant to the guaranteed delivery procedure set forth in "The Offer—Section 3—Procedure for Tendering Shares."

Questions and requests for assistance may be directed to the Information Agent or to the Dealer Managers at their respective addresses and telephone numbers set forth on the back cover of this Offer to Purchase. Requests for copies of this Offer to Purchase, the related Letter of Transmittal, the Notice of Guaranteed Delivery and all other related materials may be directed to the Information Agent or brokers, dealers, commercial banks and trust companies, and copies will be furnished promptly at Purchaser's expense. Additionally, this Offer to Purchase, the related Letter of Transmittal and other materials relating to the Offer may be found at <http://www.sec.gov>.

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SUMMARY TERM SHEET

Java Corp. (the "Purchaser"), a Delaware corporation and a wholly owned subsidiary of The Men's Wearhouse, Inc., a Texas corporation ("MW"), is offering to purchase all outstanding shares of common stock, par value \$0.01 per share (together with the associated preferred share purchase rights, the "Shares"), of Jos. A. Bank Clothiers, Inc., a Delaware corporation ("JOSB"), at a price of \$57.50 per Share, net to the seller in cash, without interest and less any required withholding taxes, upon the terms and subject to the conditions set forth in this Offer to Purchase and the related letter of transmittal that accompanies this Offer to Purchase (the "Letter of Transmittal") (which, together with any amendments or supplements thereto, collectively constitute the "Offer"). The following are some of the questions you, as a JOSB stockholder, may have and answers to those questions. You should carefully read this Offer to Purchase and the accompanying Letter of Transmittal in their entirety because the information in this summary term sheet is not complete and additional important information is contained in the remainder of this Offer to Purchase and the Letter of Transmittal. MW and the Purchaser have included cross-references in this summary term sheet to other sections of this Offer to Purchase where you will find more complete descriptions of the topics mentioned below.

The information concerning JOSB contained herein and elsewhere in this Offer to Purchase has been taken from or is based upon publicly available documents or records of JOSB on file with the Securities and Exchange Commission (the "SEC") or other public sources at the time of the Offer. MW and the Purchaser have not independently verified the accuracy and completeness of such information. MW and the Purchaser have no knowledge that would indicate that any statements contained herein relating to JOSB taken from or based upon such documents and records filed with the SEC are untrue or incomplete in any material respect.

In this Offer to Purchase, unless the context requires otherwise, the terms "we," "our" and "us" refer to MW and its subsidiaries, collectively.

Who is offering to buy my securities?

The Purchaser, Java Corp., is a Delaware corporation formed for the purpose of making this Offer to acquire all of the outstanding Shares of JOSB. The Purchaser is a wholly owned subsidiary of MW. MW is one of North America's largest specialty retailers of men's apparel with approximately 1,133 stores (according to the most recent Quarterly Report on Form 10-Q for MW for the quarter ended November 2, 2013, filed by MW with the SEC on December 12, 2013). See "The Offer—Section 9—Certain Information Concerning the Purchaser and MW."

What securities are you offering to purchase?

We are offering to acquire all of the outstanding Shares, and the associated preferred share purchase rights, of JOSB. We refer to one share of JOSB common stock, together with the associated preferred share purchase right, as a "share" or "Share." See "Introduction."

How much are you offering to pay for my Shares and what is the form of payment?

We are offering to pay \$57.50 per Share net to you, in cash, without interest and less any required withholding taxes. If you are the record owner of your Shares and you directly tender your Shares to us in the Offer, you will not be required to pay brokerage fees or similar expenses. If you own your Shares through a broker, dealer, commercial bank, trust company or other nominee, and your broker, dealer, commercial bank, trust company or other nominee tenders your Shares on your behalf, it may charge you a fee for doing so. You should consult your broker, dealer, commercial bank, trust company or other nominee to determine whether any charges will apply. See "Introduction."

Why are you making the Offer?

We are making the Offer because we want to acquire control of, and ultimately the entire equity interest in, JOSB. If the Offer is consummated, we intend to complete a second-step merger with JOSB in which JOSB will become a wholly owned subsidiary of MW and all outstanding Shares that are not purchased in the Offer (other than Shares held by MW and its subsidiaries or stockholders who perfect their appraisal rights) will be exchanged for an amount in cash per Share equal to the highest price paid per Share pursuant to the Offer (as further described herein, the "Proposed Merger"). See "The Offer—Section 12—Purpose of the Offer and the Proposed Merger; Plans for JOSB; Statutory Requirements; Approval of the Proposed Merger."

MW and the Purchaser are seeking to negotiate a definitive agreement for the acquisition of JOSB by MW and are prepared to begin such negotiations immediately.

How long will it take to complete your proposed transaction?

The timing of completing the offer and the second-step merger will depend on, among other things, if and when JOSB enters into a definitive merger agreement with us and the number of Shares we acquire pursuant to the Offer, and if and when any necessary approvals or waiting periods under the laws of the U.S. or any foreign jurisdictions applicable to the purchase of Shares pursuant to the Offer or the Proposed Merger expire or are terminated or obtained, as applicable, without any actions or proceedings having been threatened or commenced by any federal, state or foreign government, governmental authority or agency seeking to challenge the Offer or the Proposed Merger on antitrust grounds, as described herein.

Do you intend to replace any members of the JOSB Board or make any proposals at JOSB's 2014 annual meeting of shareholders?

On January 6, 2014, simultaneous with launching the Offer, MW announced that it will deliver notice to JOSB of its intention to nominate John D. Bowlin and Arthur E. Reiner (the "Nominees") as independent director candidates to the JOSB Board at the JOSB 2014 annual meeting of shareholders (the "JOSB 2014 Annual Meeting"). **The Offer does not constitute a solicitation of proxies, absent a purchase of shares, for any meeting of JOSB's shareholders.** We intend to provide JOSB with notice of our intention to nominate directors at the JOSB 2014 Annual Meeting and to file a proxy statement and other relevant documents with the SEC in connection with our solicitation of proxies for the JOSB 2014 Annual Meeting, and you are urged to read the proxy statement carefully and in its entirety when it becomes available and any other related documents filed with the SEC because they will contain important information.

We are proposing to nominate and elect the Nominees to give you another direct voice with respect to the Offer. We believe that the election of the Nominees will demonstrate that JOSB shareholders support a combination with MW. If the Nominees are elected, they would be obligated to act in accordance with their duties as directors of JOSB and could take steps to try to persuade the other members of the JOSB Board to support and facilitate the Offer or to act against the Offer as the Nominees, as new directors, deem appropriate. The Nominees, even if elected, will not constitute a majority of the JOSB Board.

Do you have the financial resources to pay for the Shares?

We will need approximately \$1.6 billion to purchase all outstanding Shares pursuant to the Offer and the Proposed Merger, and to pay related fees and expenses. As of December 31, 2013, MW and its subsidiaries had cash and cash equivalents in the amount of approximately \$100.4 million. MW expects to obtain the necessary funds from existing cash balances and anticipated borrowings. The Offer is not

conditioned on any financing arrangements or subject to a financing condition. See "The Offer—Section 10—Source and Amount of Funds."

Is your financial condition material to my decision to tender in the Offer?

We do not think that our financial condition is material to your decision whether to tender Shares and accept the Offer because:

- the Offer is being made for all outstanding Shares solely for cash;
- the Offer is not subject to any financing condition;
- we, through our parent company, MW (in light of MW's financial capacity in relation to the amount of consideration payable), will have sufficient funds available to purchase all Shares validly tendered in the Offer and not validly withdrawn; and
- if we consummate the Offer, we will acquire all remaining Shares for the same cash price in the Proposed Merger and we, through our parent company, MW (in light of MW's financial capacity in relation to the amount of consideration payable), will have sufficient funds available to consummate the Proposed Merger.

See "The Offer—Section 10—Source and Amount of Funds."

What does the Board of Directors of JOSB think of the Offer?

Within 10 business days of the date of this Offer to Purchase, JOSB is required by law to publish, send or give to you (and file with the SEC) a statement as to whether it recommends acceptance or rejection of the Offer, that it has no opinion with respect to the Offer or that it is unable to take a position with respect to the Offer, and the reasons for any such position.

How long do I have to decide whether to tender in the Offer?

You have until the expiration date of the Offer to tender. The Offer currently is scheduled to expire at 5:00 p.m., New York City time, on March 28, 2014. We may, in our sole discretion, extend the Offer from time to time for any reason. If the Offer is extended, we will issue a press release announcing the extension at or before 9:00 a.m., New York City time, on the next business day after the date the Offer was scheduled to expire. See "The Offer—Section 1—Terms of the Offer."

We may elect to provide a "subsequent offering period" for the Offer. A subsequent offering period, if one is provided, will be an additional period of time beginning after we have purchased Shares tendered during the Offer, during which stockholders may tender, but not withdraw, their Shares and receive the Offer consideration. We do not currently intend to include a subsequent offering period, although we reserve the right to do so. See "The Offer—Section 1—Terms of the Offer."

What are the most significant conditions to the Offer?

Consummation of the Offer is conditioned upon, among other things, (i) there being validly tendered and not withdrawn before the expiration of the Offer a number of Shares which, together with the Shares then owned by MW and its subsidiaries, represents at least a majority of the total number of Shares outstanding on a fully diluted basis, (ii) MW, the Purchaser and JOSB having entered into a definitive merger agreement with respect to the acquisition of JOSB by MW providing for a second step merger pursuant to Section 251(h) of the General Corporation Law of the State of Delaware (the "DGCL"), with JOSB surviving as a wholly owned subsidiary of MW, without the requirement for approval of any stockholder of JOSB, to be effected as soon as practicable following the consummation of the Offer, (iii) the board of directors of JOSB (the "JOSB Board") having

approved the Offer under Section 203 of the DGCL or the Purchaser being satisfied, in its sole discretion, that Section 203 of the DGCL is inapplicable to the Offer and the merger (the "Proposed Merger") of JOSB and the Purchaser as described herein (and as contemplated by the definitive merger agreement described above), (iv) the JOSB Board having redeemed the preferred share purchase rights associated with the Shares or the Purchaser being satisfied, in its sole discretion, that such preferred share purchase rights have been invalidated or are otherwise inapplicable to the Offer and the Proposed Merger as described herein, (v) the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and any necessary approvals or waiting periods under the laws of any foreign jurisdictions applicable to the purchase of Shares pursuant to the Offer having expired or been terminated or obtained, as applicable, without any actions or proceedings having been threatened or commenced by any federal, state or foreign government, governmental authority or agency seeking to challenge the Offer or the Proposed Merger on antitrust grounds, as described herein, and (vi) JOSB not being a party to any agreement or transaction having the effect of impairing, in the reasonable judgment of the Purchaser, the Purchaser's or MW's ability to acquire the Shares or JOSB or otherwise diminishing the expected value to MW of the acquisition of JOSB. See "The Offer—Section 14—Conditions of the Offer" for a list of additional conditions to the Offer.

The consummation of the Offer is not conditioned upon any financing arrangements or subject to a financing condition.

How will I be notified if the Offer is extended?

If we decide to extend the Offer, we will inform American Stock Transfer & Trust Company, LLC, the depositary for the Offer (the "Depositary"), of that fact and will make a public announcement of the extension, no later than 9:00 a.m., New York City time, on the next business day after the date the Offer was scheduled to expire. See "The Offer—Section 1—Terms of the Offer."

How do I tender my Shares?

To tender Shares, you must deliver the certificates representing your Shares, together with a completed Letter of Transmittal and any other required documents, to the Depositary, or tender such Shares pursuant to the procedure for book-entry transfer set forth in "The Offer—Section 3—Procedure for Tendering Shares—Book-Entry Transfer," not later than the time the Offer expires. If your Shares are held in street name by your broker, dealer, bank, trust company or other nominee, such nominee can tender your Shares through The Depositary Trust Company. If you cannot deliver everything required to make a valid tender to the Depositary before the expiration of the Offer, you may have a limited amount of additional time by having a financial institution (including most banks, savings and loan associations and brokerage houses) that is a member of a recognized Medallion Program approved by The Securities Transfer Association Inc., including the Securities Transfer Agents Medallion Program (STAMP), the Stock Exchange Medallion Program (SEMP) and the New York Stock Exchange Medallion Signature Program (MSP), guarantee, pursuant to a Notice of Guaranteed Delivery, that the missing items will be received by the Depositary within three NASDAQ Global Select Stock Market ("NASDAQ") trading days. However, the Depositary must receive the missing items within that three-trading-day period. See "The Offer—Section 3—Procedure for Tendering Shares."

If the Distribution Date occurs, you also must tender one associated preferred share purchase right for each share of common stock tendered in order to validly tender such shares in the Offer. See "The Offer—Section 8—Certain Information Concerning JOSB—Preferred Share Purchase Rights."

Until what time can I withdraw tendered Shares?

You can withdraw tendered Shares at any time before the Offer has expired, and, thereafter, you can withdraw them at any time until we accept such Shares for payment. You may not, however, withdraw Shares tendered during a subsequent offering period, if one is provided. See "The Offer—Section 4—Withdrawal Rights."

How do I withdraw tendered Shares?

To withdraw tendered Shares, you must deliver a written notice of withdrawal, or a facsimile of one, with the required information, to the Depositary while you have the right to withdraw the Shares. See "The Offer—Section 4—Withdrawal Rights."

When and how will I be paid for my tendered Shares?

Upon the terms and subject to the conditions of the Offer, we will pay for all validly tendered and not withdrawn Shares promptly after the later of the date of expiration of the Offer and the satisfaction or waiver of the conditions to the Offer set forth in "The Offer—Section 14—Conditions of the Offer."

We will pay for your validly tendered and not withdrawn Shares by depositing the purchase price with the Depositary, which will act as your agent for the purpose of receiving payments from us and transmitting such payments to you. In all cases, payment for tendered Shares will be made only after timely receipt by the Depositary of certificates for such Shares (including, if the Distribution Date occurs, certificates for the Rights) (or of a confirmation of a book-entry transfer of such Shares (including, if the Distribution Date occurs, such Rights) as described in "The Offer—Section 3—Procedures for Tendering Shares"), a properly completed, timely received and duly executed Letter of Transmittal (or facsimile thereof) or Agent's Message (as defined below) in lieu of a Letter of Transmittal and any other required documents for such Shares. See "The Offer—Section 2—Acceptance for Payment and Payment of Shares."

Will the Offer be followed by a merger if all Shares are not tendered in the Offer?

If (i) the Offer is successful, (ii) we enter into a definitive merger agreement with JOSB with respect to the acquisition of JOSB by MW, (iii) the conditions of Section 251(h) can be satisfied and, (iv) pursuant to the Offer, we accept for payment and pay for at least that number of Shares that, when added to Shares then owned by MW or any of its subsidiaries, constitutes at least a majority of the outstanding Shares on a fully diluted basis, we expect to consummate a second-step merger pursuant to Section 251(h) of the DGCL with JOSB in which JOSB will become a wholly owned subsidiary of MW (the "Proposed Merger"). If MW and the Purchaser determine that Section 251(h) is unavailable for any reason, then if, following consummation of the offer, we accept for payment and pay for at least that number of Shares that, when added to Shares then owned by MW or any of its subsidiaries, constitutes at least ninety percent (90%) of the outstanding Shares on a fully diluted basis, MW and the Purchaser intend to complete the second-step merger as a "short form" merger under the DGCL. In the Proposed Merger, all Shares that were not purchased in the Offer will be exchanged for an amount in cash per Share equal to the highest price paid per Share pursuant to the Offer. If the Proposed Merger takes place, stockholders who did not validly tender Shares in the Offer (other than Shares held by MW or its subsidiaries (including, without limitation, the Purchaser) and Shares owned by stockholders who properly perfect their appraisal rights under the DGCL) will receive the same amount of cash per Share that they would have received had they validly tendered their Shares in the Offer. See "The Offer—Section 12—Purpose of the Offer and the Proposed Merger; Plans for JOSB; Statutory Requirements; Approval of the Proposed Merger."

The treatment of your Shares if the Proposed Merger does take place and you properly perfect your appraisal rights is discussed in "The Offer—Section 15—Certain Legal Matters; Regulatory Approvals; Appraisal Rights."

If at least a majority of the Shares outstanding are tendered and accepted for payment, and the other conditions to consummation of the Offer have been satisfied, will JOSB continue as a public company?

As described above, we currently intend, as soon as practicable following consummation of the Offer, to seek to acquire all remaining Shares in the Proposed Merger. If the Proposed Merger takes place, JOSB will no longer be publicly owned. Even if the Proposed Merger does not take place, if we purchase all the tendered Shares, it is possible that there may be so few remaining stockholders and publicly held Shares that the Shares will no longer be eligible to be traded on a securities exchange, that there may not be an active or liquid public trading market for the Shares, and/or that JOSB may cease to make filings with the SEC or otherwise cease to be required to comply with the SEC rules relating to publicly held companies. See "The Offer—Section 7—Possible Effects of the Offer on the Market for the Shares; Stock Exchange Listing; Registration Under the Exchange Act; Margin Regulations."

Do I have to vote to approve the second-step merger?

No. If MW and the Purchaser can complete the Proposed Merger pursuant to Section 251(h) of the DGCL or as a "short form" second-step merger (as discussed above), your vote is not required to approve the second-step merger. You simply need to tender your Shares if you choose to do so. MW and the Purchaser intend to complete the Offer only if the merger agreement condition is satisfied and a sufficient number of Shares are tendered such that the minimum tender condition is satisfied, permitting MW and the Purchaser to rely on Section 251(h) of the DGCL to complete the second-step merger without the requirement of approval from the JOSB shareholders, subject to satisfaction of the other conditions of Section 251(h).

If I decide not to tender, how will the Offer affect my Shares?

As described above, if the Offer is consummated, we intend to complete a second-step merger with JOSB in which JOSB will become a wholly owned subsidiary of MW and all outstanding Shares that are not purchased in the Offer (other than Shares held by MW and its subsidiaries or stockholders who perfect their appraisal rights) will be exchanged for an amount in cash per Share equal to the highest price paid per Share pursuant to the Offer. If the Proposed Merger is consummated, stockholders who did not tender their Shares in the Offer (other than those properly exercising their appraisal rights) will receive cash in an amount equal to the price per Share paid in the Offer. If, however, the Offer is consummated and the Proposed Merger does not take place for any reason, your Shares may be affected, among other ways, as described above. See "The Offer—Section 7—Possible Effects of the Offer on the Market for the Shares; Stock Exchange Listing; Registration Under the Exchange Act; Margin Regulations."

Are appraisal rights available in the Offer or the Proposed Merger?

Appraisal rights are not available in the Offer. If the Proposed Merger is consummated, holders of Shares at the effective time of the Proposed Merger who do not vote in favor of, or consent to, the Proposed Merger and who comply with Section 262 of the DGCL will have the right to demand appraisal of their Shares. Under Section 262 of the DGCL, stockholders who demand appraisal and comply with the applicable statutory procedures will be entitled to receive a judicial determination of the fair value of their Shares, exclusive of any element of value arising from the accomplishment or expectation of the Proposed Merger, and to receive payment of that fair value in cash, together with a fair rate of interest, if any. Any judicial determination of the fair value of Shares could be based upon

factors other than, or in addition to, the price per share to be paid in the Proposed Merger or the market value of the Shares. The value so determined could be more or less than the price per share to be paid in the Proposed Merger. See "The Offer—Section 15—Certain Legal Matters; Regulatory Approvals; Appraisal Rights."

What is the market value of my Shares as of a recent date?

On October 8, 2013, the last full trading day before the first public announcement of a proposal by JOSB to acquire MW, the last sales price of the Shares reported on NASDAQ was \$41.66 per Share and the 60-calendar day trailing average of the sales price of the Shares reported on NASDAQ was \$42.26 per Share. On January 3, 2014, the last trading day before the commencement of the Offer, the last reported sale price of the Shares on NASDAQ was \$54.41 per Share. Please obtain a recent quotation for your Shares prior to deciding whether or not to tender. See "The Offer—Section 6—Price Range of Shares; Dividends."

What are the material U.S. federal income tax consequences of participating in the Offer?

In general, the receipt of cash in exchange for Shares pursuant to the Offer will be a taxable transaction for U.S. federal income tax purposes. See "The Offer—Section 5—Certain U.S. Federal Income Tax Consequences."

We recommend that you consult your own tax advisor to determine the tax consequences to you of participating in the Offer in light of your particular circumstances (including the application and effect of any state, local or non-U.S. income and other tax laws).

Who can I talk to if I have questions about the Offer?

You can call MacKenzie Partners, Inc., the information agent for the Offer, at (212) 929-5500 (collect) or (800) 322-2885 (toll-free). See the back cover of this Offer to Purchase.

To the Stockholders of Jos. A. Bank Clothiers, Inc.:

INTRODUCTION

We, Java Corp. (the "Purchaser"), a Delaware corporation and a wholly owned subsidiary of The Men's Wearhouse, Inc., a Texas corporation ("MW"), are offering to purchase all outstanding shares of common stock, par value \$0.01 per share, of Jos. A. Bank Clothiers, Inc., a Delaware corporation ("JOSB"), and the associated preferred share purchase rights (the "Rights" and together with the common stock, the "Shares") issued pursuant to the Rights Agreement, dated as of September 6, 2007, by and between JOSB and Continental Stock Transfer & Trust Company, as rights agent (the "Rights Agent"), as amended on January 3, 2014, at a price of \$57.50 per Share, net to the seller in cash, without interest and less any required withholding taxes, upon the terms and subject to the conditions set forth in this Offer to Purchase and the related letter of transmittal that accompanies this Offer to Purchase (the "Letter of Transmittal") (which, together with any amendments or supplements thereto, collectively constitute the "Offer"). Stockholders who have Shares registered in their own names and tender directly to American Stock Transfer & Trust Company, LLC, the depository for the Offer (the "Depository"), will not have to pay brokerage fees, commissions or similar expenses. Stockholders with Shares held in street name by a broker, dealer, bank, trust company or other nominee should consult with their nominee to determine whether such nominee will charge a fee for tendering Shares on their behalf. Except as set forth in Instruction 6 of the Letter of Transmittal, stockholders will not be obligated to pay transfer taxes on the sale of Shares pursuant to the Offer. We will pay all charges and expenses of J.P. Morgan Securities LLC ("J.P. Morgan") and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("BofA Merrill Lynch") (J.P. Morgan and BofA Merrill Lynch each a "Dealer Manager" and, together, the "Dealer Managers"), the Depository and MacKenzie Partners, Inc. (the "Information Agent") incurred in connection with their services in such capacities in connection with the Offer. See "The Offer—Section 17—Fees and Expenses."

Consummation of the Offer is conditioned upon, among other things, (i) there being validly tendered and not withdrawn before the expiration of the Offer a number of Shares which, together with the Shares then owned by MW and its subsidiaries, represents at least a majority of the total number of Shares outstanding on a fully diluted basis (the "Minimum Tender Condition"), (ii) MW, the Purchaser and JOSB having entered into a definitive merger agreement with respect to the acquisition of JOSB by MW providing for a second step merger pursuant to Section 251(h) of the General Corporation Law of the State of Delaware (the "DGCL"), with JOSB surviving as a wholly owned subsidiary of MW, without the requirement for approval of any stockholder of JOSB, to be effected as soon as practicable following the consummation of the Offer (the "Merger Agreement Condition"), (iii) the board of directors of JOSB (the "JOSB Board") having approved the Offer under Section 203 of the DGCL or the Purchaser being satisfied, in its sole discretion, that Section 203 of the DGCL is inapplicable to the Offer and the merger (the "Proposed Merger") of JOSB and the Purchaser as described herein (and as contemplated by the definitive merger agreement described above) (the "Section 203 Condition"), (iv) the JOSB Board having redeemed the preferred share purchase rights associated with the Shares or the Purchaser being satisfied, in its sole discretion, that such preferred share purchase rights have been invalidated or are otherwise inapplicable to the Offer and the Proposed Merger as described herein (the "Rights Condition"), (v) the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and any necessary approvals or waiting periods under the laws of any foreign jurisdictions applicable to the purchase of Shares pursuant to the Offer having expired or been terminated or obtained, as applicable, without any actions or proceedings having been threatened or commenced by any federal, state or foreign government, governmental authority or agency seeking to challenge the Offer or the Proposed Merger on antitrust grounds, as described herein (the "Antitrust Condition"), and (vi) JOSB not being a party to any agreement or transaction having the effect of impairing, in the reasonable judgment of the Purchaser, the Purchaser's or MW's ability to acquire the Shares or JOSB or otherwise diminishing

the expected value to MW of the acquisition of JOSB (the "Impairment Condition"). See "The Offer—Section 14—Conditions of the Offer" for a list of additional conditions to the Offer.

Consummation of the Offer is not conditioned upon any financing arrangements or subject to a financing condition.

As of the date of this Offer to Purchase, MW and its subsidiaries beneficially own 100 Shares, representing less than one percent of the outstanding Shares. According to JOSB's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission (the "SEC") on December 5, 2013, as of November 27, 2013 there were 27,988,392 Shares issued and outstanding, and based on MW and Purchaser's review of JOSB's Annual Report on Form 10-K for the year ended February 2, 2013, filed with the SEC on April 3, 2013 (the "JOSB 10-K"), we believe as of February 2, 2013 there were approximately 77,000 unvested restricted stock units outstanding and no outstanding options to purchase Shares. Based upon the foregoing, there were approximately 28,065,392 Shares outstanding on a fully diluted basis on November 27, 2013. The purpose of the Offer is to acquire control of, and ultimately the entire equity interest in, JOSB. If the Offer is consummated, we intend to complete a second-step merger with JOSB in which JOSB will become a wholly owned subsidiary of MW and all outstanding Shares that are not purchased in the Offer (other than Shares held by MW and its subsidiaries or stockholders who perfect their appraisal rights) will be exchanged for an amount in cash per Share equal to the highest price paid per Share pursuant to the Offer. If the Minimum Tender Condition, the Merger Agreement Condition and the other conditions of the Offer are satisfied and the Offer is consummated, the Proposed Merger may be effected as soon as practicable following consummation of the Offer pursuant to Section 251(h) of the DGCL without the affirmative vote of the JOSB shareholders, subject to satisfaction of the other conditions to Section 251(h) of the DGCL. Under the DGCL, if the Proposed Merger cannot be effected pursuant to Section 251(h) and we acquire, pursuant to the Offer or otherwise, at least ninety percent (90%) of the outstanding Shares, we would be able to consummate the Proposed Merger as a "short form" second step merger pursuant to Section 253 of the DGCL without a vote of the JOSB Board or its stockholders. If we waive the Merger Agreement Condition, consummate the Offer and do not acquire at least ninety percent (90%) of the outstanding Shares, under the DGCL we may have to seek approval of the Proposed Merger by JOSB's stockholders. Approval of a merger pursuant to the DGCL requires the affirmative vote of holders of a majority of the outstanding Shares. In addition, if the Section 203 Condition is not satisfied but we elect to consummate the Offer, Section 203 could significantly delay our ability to consummate the Proposed Merger. See "The Offer—Section 12—Purpose of the Offer and the Proposed Merger; Plans for JOSB; Statutory Requirements; Approval of the Proposed Merger."

No appraisal rights are available in connection with the Offer; however, stockholders may have appraisal rights, if properly exercised under the DGCL and not withdrawn, in connection with the Proposed Merger. See "The Offer—Section 15—Certain Legal Matters; Regulatory Approvals; Appraisal Rights."

MW and the Purchaser are seeking to negotiate a definitive agreement for the acquisition of JOSB by MW and are prepared to begin such negotiations immediately.

Subject to applicable law, MW and the Purchaser reserve the right to amend the Offer in any respect (including amending the offer price and the consideration to be offered in a merger, including the Proposed Merger). In addition, in the event that MW enters into a merger agreement with JOSB and such merger agreement does not provide for a tender offer, MW and the Purchaser reserve the right to terminate the Offer, in which case the Shares would, upon consummation of such merger, be converted into the consideration negotiated by MW, the Purchaser and JOSB and specified in such merger agreement.

In the event the Offer is terminated or not consummated, or after the expiration of the Offer and pending consummation of the Proposed Merger, we may purchase additional Shares not tendered in

the Offer. Such purchases may be made in the open market or through privately negotiated transactions, tender offers or otherwise. Any such purchases may be on the same terms as, or on terms more or less favorable to stockholders than, the terms of the Offer. Any possible future purchases by us will depend on many factors, including the results of the Offer, our business and financial position and general economic and market conditions.

After the expiration of the Offer, we may, in our sole discretion, but are not obligated to, provide a subsequent offering period of at least three business days to permit additional tenders of Shares (a "Subsequent Offering Period"). A Subsequent Offering Period would be an additional period of time, following the expiration of the Offer and the purchase of Shares in the Offer, during which stockholders may tender Shares not tendered in the Offer. A Subsequent Offering Period, if one is provided, is not an extension of the Offer, which already will have been completed.

This Offer to Purchase and the related Letter of Transmittal contain important information, and you should carefully read both in their entirety before you make a decision with respect to the Offer.

THE OFFER

1. Terms of the Offer.

Upon the terms and subject to the conditions of the Offer (including, if we extend or amend the Offer, the terms and conditions of any such extension or amendment), we will accept for payment and pay for all Shares validly tendered prior to the Expiration Date (as defined below) and not previously withdrawn in accordance with "The Offer—Section 14—Conditions of the Offer." "Expiration Date" means 5:00 p.m., New York City time, on March 28, 2014, unless extended, in which event "Expiration Date" means the time and date at which the Offer, as so extended, shall expire.

The Offer is subject to the conditions set forth in "The Offer—Section 14—Conditions of the Offer," which include, among other things, satisfaction of the Minimum Tender Condition, the Merger Agreement Condition, the Section 203 Condition, the Rights Condition, the Antitrust Condition and the Impairment Condition. If any such condition is not satisfied, we may (i) terminate the Offer and return all tendered Shares to tendering stockholders, (ii) extend the Offer and, subject to withdrawal rights as set forth in "The Offer—Section 4—Withdrawal Rights," retain all such Shares until the expiration of the Offer as so extended, (iii) waive such condition and, subject to any requirement to extend the period of time during which the Offer is open, purchase all Shares validly tendered prior to the Expiration Date and not withdrawn or (iv) delay acceptance for payment or payment for Shares, subject to applicable law, until satisfaction or waiver of the conditions to the Offer.

Subject to any applicable rules and regulations of the SEC, we expressly reserve the right, but not the obligation, in our sole discretion, at any time and from time to time, to extend the period during which the Offer is open for any reason by giving oral or written notice of the extension to the Depository and by making a public announcement of the extension. During any extension, all Shares previously tendered and not withdrawn will remain subject to the Offer and subject to the right of a tendering stockholder to withdraw Shares.

As of the date of this Offer to Purchase, the Rights do not trade separately. Accordingly, by tendering Shares you are automatically tendering a similar number of Rights. If, however, the Rights detach, tendering stockholders will be required to deliver Rights certificates with the Shares (or confirmation of book-entry transfer, if available, of such Rights).

If we decrease the percentage of Shares being sought or increase or decrease the consideration to be paid for Shares pursuant to the Offer and the Offer is scheduled to expire at any time before the expiration of a period of 10 business days from, and including, the date that notice of such increase or decrease is first published, sent or given in the manner specified below, the Offer shall be extended until the expiration of such period of 10 business days. If we make any other material change in the terms of or information concerning the Offer or waive a material condition of the Offer, we will extend the Offer, if required by applicable law, for a period sufficient to allow you to consider the amended terms of the Offer. In a published release, the SEC has stated that in its view an offer must remain open for a minimum period of time following a material change in the terms of such offer and that the waiver of a condition such as the Minimum Tender Condition is a material change in the terms of an offer. The release states that an offer should remain open for a minimum of five business days from the date the material change is first published, sent or given to stockholders, and that if material changes are made with respect to information that approaches the significance of price and number of shares tendered for, a minimum of 10 business days may be required to allow adequate dissemination and investor response.

"Business day" means any day other than Saturday, Sunday or a U.S. federal holiday and consists of the time period from 12:01 a.m. through 5:00 p.m., Eastern time.

If we extend the Offer, are delayed in accepting for payment of or paying for Shares or are unable to accept for payment or pay for Shares pursuant to the Offer for any reason, then, without prejudice

to our rights under the Offer, the Depositary may retain all Shares tendered on our behalf, and such Shares may not be withdrawn except to the extent tendering stockholders are entitled to withdrawal rights as provided in "The Offer—Section 4—Withdrawal Rights." Our reservation of the right to delay acceptance for payment of or payment for Shares is subject to applicable law, which requires that we pay the consideration offered or return the Shares deposited by or on behalf of stockholders promptly after the termination or withdrawal of the Offer.

Any extension, delay, termination, waiver or amendment of the Offer will be followed as promptly as practicable by a public announcement thereof. In the case of an extension of the Offer, we will make a public announcement of such extension no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date.

After the expiration of the Offer, we may, in our sole discretion, but are not obligated to, provide a Subsequent Offering Period of at least three business days to permit additional tenders of Shares so long as, among other things, (i) the initial offering period of at least 20 business days has expired, (ii) we immediately accept and promptly pay for all securities validly tendered during the Offer, (iii) we announce the results of the Offer, including the approximate number and percentage of Shares deposited in the Offer, no later than 9:00 a.m., Eastern time, on the next business day after the Expiration Date and immediately begin the Subsequent Offering Period and (iv) we immediately accept and promptly pay for Shares as they are tendered during the Subsequent Offering Period. A Subsequent Offering Period would be an additional period of time, following the expiration of the Offer and the purchase of Shares in the Offer, during which stockholders may tender Shares not tendered in the Offer. A Subsequent Offering Period, if one is provided, is not an extension of the Offer, which already will have been completed. We do not currently intend to provide a Subsequent Offering Period, although we reserve the right to do so. If we elect to include or extend a Subsequent Offering Period, we will make a public announcement of such inclusion or extension no later than 9:00 a.m., Eastern time, on the next business day after the Expiration Date or date of termination of any prior Subsequent Offering Period.

No withdrawal rights apply to Shares tendered in a Subsequent Offering Period, and no withdrawal rights apply during a Subsequent Offering Period with respect to Shares previously tendered in the Offer and accepted for payment. The same price paid in the Offer will be paid to stockholders tendering Shares in a Subsequent Offering Period, if one is provided.

We will make a request to JOSB for its stockholder list and security position listings for the purpose of disseminating the Offer to holders of Shares. We will send this Offer to Purchase, the related Letter of Transmittal and other related documents to record holders of Shares and to brokers, dealers, banks, trust companies and other nominees whose names appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

2. Acceptance for Payment and Payment for Shares.

Upon the terms and subject to the conditions of the Offer (including, if we extend or amend the Offer, the terms and conditions of any such extension or amendment), we will accept for payment and pay for all Shares validly tendered before the Expiration Date and not withdrawn promptly after the Expiration Date. We expressly reserve the right, in our sole discretion, but subject to applicable laws, to delay acceptance for and thereby delay payment for Shares in order to comply with applicable laws or if any of the conditions referred to in "The Offer—Section 14—Conditions of the Offer" have not been satisfied or if any event specified in such Section has occurred. Subject to any applicable rules and regulations of the SEC, including Rule 14e-1(c) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), we reserve the right, in our sole discretion and subject to applicable law, to delay the acceptance for payment or payment for Shares until satisfaction of all conditions to

the Offer. For a description of our right to terminate the Offer and not accept for payment or pay for Shares or to delay acceptance for payment or payment for Shares, see "The Offer—Section 14—Conditions of the Offer."

We will pay for Shares accepted for payment pursuant to the Offer by depositing the purchase price with the Depositary, which will act as your agent for the purpose of receiving payments from us and transmitting such payments to you. In all cases, payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (i) certificates for such Shares (including, if the Distribution Date occurs, certificates for the Rights) (or a confirmation of a book-entry transfer of such Shares (including, if the Distribution Date occurs, such Rights) into the Depositary's account at the Book-Entry Transfer Facility (as defined in "The Offer—Section 3—Procedure for Tendering Shares")), (ii) a properly completed and duly executed Letter of Transmittal (or facsimile thereof) or Agent's Message in lieu of a Letter of Transmittal and (iii) any other required documents. For a description of the procedure for tendering Shares pursuant to the Offer, see "The Offer—Section 3—Procedure for Tendering Shares." Accordingly, payment may be made to tendering stockholders at different times if delivery of the Shares and other required documents occurs at different times. **Under no circumstances will we pay interest on the consideration paid for tendered Shares, regardless of any extension of or amendment to the Offer or any delay in making such payment.**

For purposes of the Offer, we shall be deemed to have accepted for payment tendered Shares when, as and if we give oral or written notice of our acceptance to the Depositary.

We will pay the same per Share consideration pursuant to the Offer to all stockholders. The per Share consideration paid to any stockholder pursuant to the Offer will be the highest per Share consideration paid to any other stockholder pursuant to the Offer.

We reserve the right to transfer or assign, in whole or in part from time to time, to one or more of our affiliates the right to purchase Shares tendered pursuant to the Offer, but any such transfer or assignment will not relieve us of our obligations under the Offer or prejudice your rights to receive payment for Shares validly tendered and accepted for payment.

If any tendered Shares are not accepted for payment pursuant to the Offer for any reason, or if certificates are submitted for more Shares than are tendered, certificates for such unpurchased or untendered Shares will be returned (or, in the case of Shares tendered by book-entry transfer, such Shares will be credited to an account maintained at the Book-Entry Transfer Facility), without expense to you, as promptly as practicable following the expiration or termination of the Offer.

3. Procedure for Tendering Shares.

Valid Tender of Shares. In order for you to validly tender Shares pursuant to the Offer, either (i) the Depositary must receive at one of its addresses set forth on the back cover of this Offer to Purchase (a) a properly completed and duly executed Letter of Transmittal (or facsimile thereof) or Agent's Message (as defined below) in lieu of a Letter of Transmittal and any other documents required by the Letter of Transmittal and (b) certificates for the Shares (including, if the Distribution Date occurs, certificates for the Rights) to be tendered or delivery of such Shares (including, if the Distribution Date occurs, such Rights) pursuant to the procedures for book-entry transfer described below (and a confirmation of such delivery including an Agent's Message if the tendering stockholder has not delivered a Letter of Transmittal), in each case by the Expiration Date, or (ii) the guaranteed delivery procedure described below must be complied with.

The method of delivery of Shares, the Letter of Transmittal and all other required documents, including delivery through the Book-Entry Transfer Facility, is at your sole option and risk, and delivery of your Shares will be deemed made only when actually received by the Depositary (including,

in the case of a book-entry transfer, by book-entry confirmation). If certificates for Shares are sent by mail, we recommend registered mail with return receipt requested, properly insured, in time to be received on or prior to the Expiration Date.

The valid tender of Shares pursuant to any one of the procedures described above will constitute your acceptance of the Offer, as well as your representation and warranty that (i) you own the Shares being tendered within the meaning of Rule 14e-4 under the Exchange Act, (ii) the tender of such Shares complies with Rule 14e-4 under the Exchange Act, (iii) you have the full power and authority to tender, sell, assign and transfer the Shares tendered, as specified in the Letter of Transmittal and (iv) when the same are accepted for payment by the Purchaser, the Purchaser will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claims.

Our acceptance for payment of Shares tendered by you pursuant to the Offer will constitute a binding agreement between us with respect to such Shares, upon the terms and subject to the conditions of the Offer.

Book-Entry Transfer. The Depositary will establish an account with respect to the Shares for purposes of the Offer at The Depositary Trust Company (the "Book-Entry Transfer Facility") after the date of this Offer to Purchase. Any financial institution that is a participant in the Book-Entry Transfer Facility's system may make book-entry transfer of Shares by causing the Book-Entry Transfer Facility to transfer such Shares into the Depositary's account in accordance with the Book-Entry Transfer Facility's procedures for such transfer. However, although delivery of Shares may be effected through book-entry transfer, the Letter of Transmittal (or facsimile thereof), properly completed and duly executed, together with any required signature guarantees or an Agent's Message and any other required documents must, in any case, be transmitted to, and received by, the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase by the Expiration Date, or the guaranteed delivery procedure described below must be complied with. **Delivery of the Letter of Transmittal and any other required documents to the Book-Entry Transfer Facility does not constitute delivery to the Depositary.**

The term "Agent's Message" means a message, transmitted by the Book-Entry Transfer Facility to, and received by, the Depositary and forming a part of a book-entry confirmation stating that the Book-Entry Transfer Facility has received an express acknowledgment from the participant in the Book-Entry Transfer Facility tendering the Shares that such participant has received, and agrees to be bound by, the terms of the Letter of Transmittal and that we may enforce such agreement against such participant.

Signature Guarantees. All signatures on a Letter of Transmittal must be guaranteed by a financial institution (including most banks, savings and loan associations and brokerage houses) that is a member of a recognized Medallion Program approved by The Securities Transfer Association Inc., including the Securities Transfer Agents Medallion Program (STAMP), the Stock Exchange Medallion Program (SEMP) and the New York Stock Exchange Medallion Signature Program (MSP) or any other "eligible guarantor institution" (as such term is defined in Rule 17Ad-15 under the Exchange Act) (each an "Eligible Institution"), unless (i) the Letter of Transmittal is signed by the registered holder of the Shares tendered therewith and such holder has not completed the box entitled "Special Payment Instructions" on the Letter of Transmittal or (ii) such Shares are tendered for the account of an Eligible Institution. See Instructions 1, 5 and 7 of the Letter of Transmittal. If the certificates for Shares are registered in the name of a person other than the signer of the Letter of Transmittal, or if payment is to be made or certificates for Shares not tendered or not accepted for payment are to be returned to a person other than the registered holder of the certificates surrendered, the tendered certificates must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name or names of the registered holders or owners appear on the certificates, with the

signatures on the certificates or stock powers guaranteed as aforesaid. See Instructions 1, 5 and 7 of the Letter of Transmittal.

Guaranteed Delivery. If you wish to tender Shares pursuant to the Offer and cannot deliver such Shares and all other required documents to the Depositary by the Expiration Date or cannot complete the procedure for delivery by book-entry transfer on a timely basis, you may nevertheless tender such Shares if all of the following conditions are met:

(i) such tender is made by or through an Eligible Institution;

(ii) a properly completed and duly executed Notice of Guaranteed Delivery in the form provided by us is received by the Depositary, as provided below, by the Expiration Date; and

(iii) the certificates for such Shares (or a confirmation of a book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility), together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof) together with any required signature guarantee or an Agent's Message and any other required documents, are received by the Depositary within three NASDAQ Global Select Stock Market ("NASDAQ") trading days after the date of execution of the Notice of Guaranteed Delivery.

The Notice of Guaranteed Delivery may be delivered or transmitted by telegram, telex, facsimile transmission or mail to the Depositary and must include a guarantee by an Eligible Institution in the form set forth in such Notice of Guaranteed Delivery.

Backup Withholding. Under U.S. federal income tax laws, payments in connection with the Offer may be subject to "backup withholding" unless a tendering holder (1) provides a correct taxpayer identification number (which, for an individual, is the holder's social security number) and any other required information, or (2) is a corporation or comes within certain other exempt categories and, when required, demonstrates this fact, and otherwise complies with applicable requirements of the backup withholding rules. A holder that does not provide a correct taxpayer identification number may be subject to penalties imposed by the Internal Revenue Service. To avoid backup withholding of U.S. federal income tax on payments made pursuant to the Offer, each tendering U.S. Holder (as defined in "The Offer—Section 5—Certain U.S. Federal Income Tax Consequences") should complete and return the Internal Revenue Service ("IRS") Form W-9 included with the Letter of Transmittal. Each tendering Non-U.S. Holder (as defined in "The Offer—Section 5—Certain U.S. Federal Income Tax Consequences") should complete and submit IRS Form W-8BEN (or other applicable IRS Form W-8), which can be obtained from the Depositary or at <http://www.irs.gov>. For a more detailed discussion of backup withholding, see "The Offer—Section 5—Certain U.S. Federal Income Tax Consequences."

Appointment of Proxy. By executing a Letter of Transmittal (or facsimile thereof) or, in the case of a book-entry transfer, by delivery of an Agent's Message in lieu of a Letter of Transmittal, you irrevocably appoint our designees as your attorneys-in-fact and proxies in the manner set forth in the Letter of Transmittal, each with full power of substitution, to the full extent of your rights with respect to the Shares (including the associated preferred share purchase rights) tendered and accepted for payment by us (and any and all other Shares or other securities issued or issuable in respect of such Shares (including the associated preferred share purchase rights) on or after the date of this Offer to Purchase). This power-of-attorney and proxy will be governed by and construed in accordance with the laws of the State of Delaware and applicable federal securities laws. All such powers-of-attorney and proxies are irrevocable and coupled with an interest in the tendered Shares (and such other Shares and securities (including the associated preferred share purchase rights)). Such appointment is effective only upon our acceptance for payment of such Shares (including the associated preferred share purchase rights). Upon such acceptance for payment, all prior powers-of-attorney, proxies and consents granted by you with respect to such Shares (and such other Shares and securities (including the associated preferred share purchase rights)) will, without further action, be revoked, and no subsequent

powers-of-attorney, proxies or consents may be given (and, if previously given, will cease to be effective). Our designees will be empowered to exercise all your voting and other rights with respect to such Shares (and such other Shares and securities (including the associated preferred share purchase rights)) as they, in their sole discretion, may deem proper at any annual, special or adjourned meeting of JOSB's stockholders, or with respect to any actions by written consent in lieu of any such meeting or otherwise. We reserve the right to require that, in order for Shares (including the associated preferred share purchase rights) to be deemed validly tendered, immediately upon our acceptance for payment of such Shares (including the associated preferred share purchase rights), we or our designee must be able to exercise full voting, consent and other rights with respect to such Shares (and such other Shares and securities (including the associated preferred share purchase rights)) (including voting at any meeting of stockholders).

The foregoing proxies are effective only upon acceptance for payment of Shares (including the associated preferred share purchase rights) pursuant to the Offer. The Offer does not constitute a solicitation of proxies, absent a purchase of Shares (or the associated preferred share purchase rights), for any meeting of JOSB's stockholders.

Determination of Validity. MW will interpret the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto). All questions as to the form of documents and the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by us, in our discretion. We reserve the absolute right to reject any and all tenders determined by us not to be in proper form or the acceptance of or payment for which may, in the opinion of our counsel, be unlawful. We also reserve the absolute right to waive any condition of the Offer to the extent permitted by applicable law or any defect or irregularity in the tender of any Shares of any particular stockholder, whether or not similar defects or irregularities are waived in the case of other stockholders. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been cured or waived. None of the Purchaser, MW or any of their respective affiliates or assigns, the Dealer Managers, the Depositary, the Information Agent or any other person will be under any duty to give any notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification.

4. Withdrawal Rights.

Except as otherwise provided in this Section 4, tenders of Shares are irrevocable. You may withdraw Shares that you have previously tendered pursuant to the Offer pursuant to the procedures set forth below at any time before the Expiration Date and, thereafter, you may withdraw such Shares at any time until such Shares have been accepted for payment as provided in this Offer to Purchase. If we extend the Offer, delay acceptance for payment or payment for Shares or are unable to accept for payment or pay for Shares pursuant to the Offer for any reason, then, without prejudice to our rights under the Offer, the Depositary may, on our behalf, retain all Shares tendered, and such Shares may not be withdrawn except as otherwise provided in this Section 4.

For your withdrawal to be effective, a written, telegraphic, telex or facsimile transmission notice of withdrawal with respect to the Shares must be timely received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase, and the notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of Shares, if different from that of the person who tendered such Shares. If the certificates evidencing Shares to be withdrawn have been delivered to the Depositary, a signed notice of withdrawal with (except in the case of Shares tendered by an Eligible Institution) signatures guaranteed by an Eligible Institution must be submitted before the release of such Shares. In addition, such notice must specify, in the case of Shares tendered by delivery of certificates, the name of the registered holder (if different from that of the tendering stockholder) and the serial numbers shown on the particular certificates evidencing the Shares to be withdrawn or, in the

case of Shares tendered by book-entry transfer, the name and number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares.

Withdrawals may not be rescinded, and Shares withdrawn will thereafter be deemed not validly tendered. However, withdrawn Shares may be re-tendered by again following one of the procedures described in "The Offer—Section 3—Procedure for Tendering Shares" at any time before the Expiration Date.

If we provide a Subsequent Offering Period (as described in more detail in "The Offer—Section 1—Terms of the Offer") following the Offer, no withdrawal rights will apply to Shares tendered in such Subsequent Offering Period and no withdrawal rights will apply during such Subsequent Offering Period with respect to Shares previously tendered in the Offer and accepted for payment.

We will determine, in our discretion, all questions as to the form and validity (including time of receipt) of any notice of withdrawal, and our determination shall be final and binding. We also reserve the absolute right to waive any defect or irregularity in the withdrawal of Shares by any stockholder, whether or not similar defects or irregularities are waived in the case of any stockholder. None of MW, the Purchaser, the Dealer Managers, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal or waiver of any such defect or irregularity or incur any liability for failure to give any such notification.

5. Certain U.S. Federal Income Tax Consequences.

This section describes the material United States federal income tax consequences to "U.S. Holders" and "Non-U.S. Holders" (in each case, as defined below) of Shares whose Shares are tendered and accepted for payment pursuant to this Offer. This summary is based on current provisions of the Internal Revenue Code of 1986, as amended (the "Code"), regulations thereunder and administrative and judicial interpretations thereof, all of which are subject to change, possibly with retroactive effect, and any such change could affect the accuracy of the statements and conclusions set forth in this discussion. This summary does not address any tax consequences arising under state, local or foreign tax laws or U.S. federal estate or gift tax laws.

This discussion is limited to holders who hold Shares as capital assets for U.S. federal income tax purposes. This discussion does not address all U.S. federal income tax considerations that may be relevant to a holder in light of such holder's particular circumstances. This discussion also does not address all U.S. federal income tax considerations that may be relevant to holders that are subject to special tax rules, including, without limitation, expatriates and certain former citizens of the United States, U.S. Holders whose functional currency is not the U.S. dollar, partnerships and other pass-through entities, "controlled foreign corporations," "passive foreign investment companies," financial institutions, insurance companies, brokers, dealers or traders in securities, commodities or currencies, tax-exempt organizations, tax qualified retirement plans, persons liable for the alternative minimum tax, persons holding Shares as part of a hedge, straddle or other risk reduction strategy or as part of a conversion transaction or other integrated investment and holders who acquired their Shares through stock options or stock purchase plan programs or other compensatory arrangements.

For purposes of the Offer, a "U.S. Holder" means a beneficial owner of Shares that is, for U.S. federal income tax purposes: (i) an individual who is a citizen or resident of the United States; (ii) a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any state thereof or the District of Columbia; (iii) an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or (iv) a trust if (1) a court within the United States is able to exercise primary supervision over its administration and one or more U.S. persons have the authority to control all of the substantial decisions of the trust, or (2) it has a valid election in effect under applicable Treasury regulations to be treated as a U.S. person. For purposes of the Offer, a "Non-U.S. Holder" is a beneficial owner of Shares (other than an entity or arrangement treated as a partnership for U.S. federal income tax purposes) that is not a U.S. Holder.

If a partnership (or other entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds Shares, the tax treatment of a partner will generally depend upon the status of the partner and upon the activities of the partnership. Partners of partnerships holding Shares should consult their tax advisors.

We recommend that you consult your own tax advisor to determine the tax consequences to you of participating in the Offer in light of your particular circumstances (including the application and effect of any state, local or foreign income and other tax laws).

U.S. Holders

Consequences of the Offer. The receipt of cash by U.S. Holders in exchange for Shares pursuant to the Offer will be a taxable transaction for U.S. federal income tax purposes. In general, you will recognize a capital gain or loss in an amount equal to the difference, if any, between the amount of cash received and your adjusted basis in the Shares exchanged. Gain or loss will be determined separately for each block of Shares (that is, Shares acquired at the same price in a single transaction) exchanged. If you are a non-corporate U.S. Holder who has held the Shares for more than one year, any such capital gain will generally be taxed at preferential rates. The deductibility of capital losses is subject to limitations.

Information Reporting and Backup Withholding. Payments made to U.S. Holders pursuant to the Offer will be subject to information reporting and may be subject to backup withholding. To avoid backup withholding, each U.S. Holder that does not otherwise establish an exemption should complete and return the IRS Form W-9 included with the Letter of Transmittal, certifying that such U.S. Holder is a U.S. person, the taxpayer identification number provided is correct and such U.S. Holder is not subject to backup withholding. Certain holders (including corporations) generally are not subject to backup withholding. Backup withholding is not an additional tax. U.S. Holders may use amounts withheld as a credit against their U.S. federal income tax liability or may claim a refund of any excess amounts withheld by timely filing a claim for refund with the IRS.

Non-U.S. Holders

Consequences of the Offer. Subject to the discussion below under "—Information Reporting and Backup Withholding," a Non-U.S. Holder who receives cash in exchange for Shares pursuant to the Offer generally will not be subject to United States federal income tax or withholding on any gain recognized, unless:

- the gain, if any, is effectively connected with the Non-U.S. Holder's conduct of a trade or business in the United States, and if required by an applicable income tax treaty, attributable to a permanent establishment maintained by the Non-U.S. Holder in the United States; or
- the Non-U.S. Holder is a nonresident alien individual present in the United States for 183 days or more during the taxable year of the exchange of Shares pursuant to the Offer, and certain other requirements are met.

Gain on the Shares that is effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States (and, if required by an applicable income tax treaty, is attributable to a U.S. permanent establishment of the non-U.S. Holder) will be subject to U.S. federal income tax on a net basis at the graduated rates applicable to U.S. persons generally (and, with respect to corporate non-U.S. Holders, may also be subject to a branch profits tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty). Gain described in the second bullet of the preceding paragraph generally will be subject to a flat 30% tax (unless reduced or eliminated by an applicable income tax treaty).

Information Reporting and Backup Withholding. Payments made to Non-U.S. Holders pursuant to the Offer may be subject to information reporting and backup withholding. To avoid backup withholding, each Non-U.S. Holder should provide the Depositary with a properly executed IRS Form W-8BEN (or other applicable IRS Form W-8) certifying such Non-U.S. Holder's non-U.S. status or by otherwise establishing an exemption. Backup withholding is not an additional tax. Non-U.S. Holders may use amounts withheld as a credit against their U.S. federal income tax liability or may claim a refund of any excess amounts withheld by timely filing a claim for refund with the IRS.

6. Price Range of Shares; Dividends.

The Shares are listed and principally traded on NASDAQ under the symbol "JOSB." The following table sets forth, for each of the periods indicated, the high and low intraday prices per Share on NASDAQ, and dividends paid per Share, as disclosed in JOSB's SEC filings or, with respect to the 2013 prices, as reported in published financial sources:

	<u>High</u>	<u>Low</u>
<i>Fiscal Year 2011:</i>		
First Quarter	\$ 53.19	\$ 41.26
Second Quarter	\$ 57.14	\$ 45.10
Third Quarter	\$ 55.86	\$ 40.46
Fourth Quarter	\$ 56.43	\$ 45.78
<i>Fiscal Year 2012:</i>		
First Quarter	\$ 55.00	\$ 46.45
Second Quarter	\$ 49.51	\$ 39.54
Third Quarter	\$ 50.75	\$ 39.91
Fourth Quarter	\$ 49.03	\$ 37.31
<i>Fiscal Year 2013:</i>		
First Quarter	\$ 44.53	\$ 38.36
Second Quarter	\$ 48.62	\$ 38.70
Third Quarter	\$ 50.61	\$ 39.40
Fourth Quarter (through January 3, 2014)	\$ 57.61	\$ 46.60

According to JOSB's publicly available documents, it has never paid a cash dividend on the Shares. If we acquire control of JOSB, we currently intend that no dividends will be declared on the Shares prior to acquisition by us of the entire equity interest in JOSB.

On October 8, 2013, the last full trading day before the first public announcement of a proposal by JOSB to acquire MW, the last sales price of the Shares reported on NASDAQ was \$41.66 per Share and the 60- calendar day trailing average of the sales price of the Shares reported on NASDAQ was \$42.26 per Share. On January 3, 2014, the last trading day before the commencement of the Offer, the last reported sale price of the Shares on NASDAQ was \$54.41 per Share. **You are urged to obtain current market quotations for the Shares.**

7. Possible Effects of the Offer on the Market for the Shares; Stock Exchange Listing; Registration Under the Exchange Act; Margin Regulations.

Possible Effects of the Offer on the Market for the Shares. If the Proposed Merger is consummated, stockholders who did not tender their Shares in the Offer (other than those properly exercising their appraisal rights) will receive cash in an amount equal to the price per Share paid in the Offer. If, however, the Offer is consummated and the Proposed Merger does not take place for any reason, it is possible that there may be so few remaining stockholders and publicly held Shares that the Shares will no longer be eligible to be traded on a securities exchange and there may not be an active or liquid public trading market for the Shares. We cannot predict whether the reduction in the number of Shares

that might otherwise trade publicly would have an adverse or beneficial effect on the market price for, or marketability of, the Shares or whether such reduction would cause future market prices to be greater or less than the price paid in the Offer. In addition, if the Proposed Merger is effected pursuant to Section 251(h) of the DGCL or, if MW and the Purchaser waive the Merger Agreement Condition and consummate the Offer and if as a result of the Offer, the Purchaser directly or indirectly owns at least ninety percent (90%) of the outstanding Shares, MW could effect the Proposed Merger without prior notice to, or any action by, any other stockholder of JOSB pursuant to Section 253 of the DGCL.

Stock Exchange Listing. The Shares are listed on NASDAQ. It is possible the Shares may no longer meet the standards for continued listing on NASDAQ and may be delisted from NASDAQ following consummation of the Offer. If, as a result of the purchase of Shares pursuant to the Offer, the Shares no longer meet the criteria for continued listing on NASDAQ, the market for the Shares could be adversely affected. According to NASDAQ's published guidelines, the Shares would not meet the criteria for continued listing on NASDAQ if, among other things, (i) the total number of holders of Shares fell below 400, (ii) the number of publicly held Shares (defined as total shares outstanding, less any shares held directly or indirectly by officers, directors or any person who is the beneficial owner of more than 10% of the total shares outstanding) fell below 750,000 or (iii) the market value of publicly held shares fell below \$5 million. If the Shares are not delisted prior to the Proposed Merger, we intend to delist the Shares from NASDAQ promptly following consummation of the Proposed Merger.

Registration Under the Exchange Act. The Shares are currently registered under the Exchange Act. Such registration may be terminated upon application of JOSB to the SEC if the Shares are neither listed on a national securities exchange nor held by 300 or more holders of record. Termination of the registration of the Shares under the Exchange Act would substantially reduce the information required to be furnished by JOSB to its stockholders and to the SEC and would make certain of the provisions of the Exchange Act, such as the short-swing profit recovery provisions of Section 16(b), the requirement to furnish a proxy statement pursuant to Section 14(a) in connection with a stockholders' meeting and the related requirement to furnish an annual report to stockholders and the requirements of Rule 13e-3 under the Exchange Act with respect to "going private" transactions, no longer applicable to the Shares. Furthermore, "affiliates" of JOSB and persons holding "restricted securities" of JOSB may be deprived of, or delayed in, the ability to dispose of such securities pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended. We intend to seek to cause JOSB to terminate registration of the Shares under the Exchange Act as soon after consummation of the Offer as the requirements for termination of registration of the Shares are met.

Margin Regulations. The Shares are currently "margin securities" under the regulations of the Board of Governors of the Federal Reserve System (the "Federal Reserve Board"), which has the effect, among other things, of allowing brokers to extend credit on the collateral of such Shares. Depending upon factors similar to those described above regarding listing and market quotations, it is possible the Shares might no longer constitute "margin securities" for the purposes of the Federal Reserve Board's margin regulations and, therefore, could no longer be used as collateral for loans made by brokers.

8. Certain Information Concerning JOSB.

Except as otherwise expressly set forth in this Offer to Purchase, the information concerning JOSB contained in this Offer to Purchase has been taken from or based upon publicly available documents and records on file with the SEC and other public sources and is qualified in its entirety by reference thereto. None of MW, the Purchaser, the Dealer Managers, the Information Agent or the Depositary can take responsibility for the accuracy or completeness of the information contained in such documents and records or for any failure by JOSB to disclose events which may have occurred or may

affect the significance or accuracy of any such information but which are unknown to MW, the Purchaser, the Dealer Managers, the Information Agent or the Depositary. MW, the Purchaser, the Dealer Managers, the Information Agent and the Depositary have relied upon the accuracy of the information included in such publicly available documents and records and other public sources and have not made any independent attempt to verify the accuracy of such information.

According to the JOSB 10-K, JOSB was organized in 1982 with the business established in 1905, its headquarters and principal executive offices are located at 500 Hanover Pike, Hampstead, Maryland 21074, its telephone number is (410) 239-2700 and its website address is www.josbank.com. According to the JOSB 10-K, JOSB is a nationwide designer, manufacturer, retailer and direct marketer (through stores, catalog call center and Internet) of men's tailored and casual clothing and accessories and is a retailer of tuxedo rental products. JOSB sells substantially all of its products exclusively under the Jos. A. Bank label through 602 retail stores (as of February 2, 2013, which includes 35 outlet and factory stores and 15 franchise stores) located throughout 44 states and the District of Columbia in the United States, as well as through its nationwide catalog call center and Internet (www.josbank.com) operations. As of March 27, 2013, JOSB had approximately 6,342 employees, consisting of 4,636 full-time employees and 1,706 part-time employees.

Preferred Share Purchase Rights. The following description of the Rights is based upon publicly available documents. This description does not purport to be complete and is qualified in its entirety by reference to the Rights Agreement which is filed as Exhibit 4.1 to JOSB's Current Report on Form 8-K filed with the SEC on September 7, 2007 and Amendment No. 1 to the Rights Agreement which is filed as Exhibit 4.1 to JOSB's Current Report on Form 8-K filed with the SEC on January 3, 2014. Amendment No. 1 to the Rights Agreement (i) decreases the beneficial ownership threshold for activating the Rights from 20% to 10%; (ii) includes provisions in respect of certain derivative or synthetic arrangements having characteristics of a long position in the Shares in the definition of securities which a person or entity would be deemed to beneficially own; (iii) increases the purchase price for the exercise of Rights under the Rights Agreement from \$200 to \$250; and (iv) allows the board of directors of JOSB to redeem the Rights for any reason at any time prior to the close of business on the Distribution Date (as defined below).

On September 6, 2007, JOSB entered into a Rights Agreement with Continental Stock Transfer & Trust Company, as Rights Agent, and such Rights Agreement was amended on January 3, 2014. The Rights Agreement was intended to replace and update JOSB's then-existing rights agreement which was set to expire on September 19, 2007. In connection with the Rights Agreement, the JOSB Board declared a dividend distribution of one preferred share purchase right (a "Right") for each outstanding share of JOSB's common stock, par value \$0.01 per share (the "Common Shares"). The dividend was payable on September 20, 2007 (the "Record Date") to the stockholders of record on that date. Each Right entitles the registered holder to purchase from JOSB one one-hundredth of a share of Series A Junior Participating Preferred Stock, par value \$1.00 per share (the "Preferred Shares"), at a price of \$200 (amended to \$250 as of January 3, 2014) per one one-hundredth of a Preferred Share, subject to adjustment. Each one one-hundredth of a Preferred Share has designations and powers, preferences and rights, and the qualifications, limitations and restrictions which make its value approximately equal to the value of a Common Share. In addition, one Right will automatically attach to each Share issued between the Record Date and the Distribution Date.

Until the earlier to occur of (i) 10 days following a public announcement that a person, entity or group of affiliated or associated persons have acquired beneficial ownership of 10% or more of the outstanding Common Shares (such person, entity or group, an "Acquiring Person") or (ii) 10 business days (or such later date as may be determined by action of the JOSB Board prior to such time as any person or entity becomes an Acquiring Person) following the commencement of, or announcement of an intention to commence, a tender offer or exchange offer the consummation of which would result in any person, entity or group becoming an Acquiring Person (the earlier of such dates being called the

"Distribution Date"), the Rights will be evidenced, with respect to any of the Common Share certificates outstanding as of the Record Date, by such Common Share certificate and no separate Rights certificates were distributed.

Until the Distribution Date, the Rights will be transferable with and only with the Common Shares. Until the Distribution Date (or earlier redemption or expiration of the Rights), new Common Share certificates issued after the Record Date, upon transfer or new issuance of Common Shares, will contain a notation incorporating the Rights Agreement by reference. Until the Distribution Date (or earlier redemption or expiration of the Rights), the surrender or transfer of any Common Share certificates outstanding as of the Record Date will also constitute the transfer of the Rights associated with the Common Shares represented by such certificate. The Rights Agreement provides that as soon as practicable following the Distribution Date, separate certificates evidencing the Rights will be mailed to holders of record of the Common Shares as of the close of business on the Distribution Date and such separate Right certificates alone will evidence the Rights.

The Rights are not exercisable until the Distribution Date. The Rights will expire on September 20, 2017 (the "Final Expiration Date"), unless the Rights are earlier redeemed or exchanged by JOSB, in each case, as described below.

In the event that any person, entity or group of affiliated or associated persons becomes an Acquiring Person, each holder of a Right, other than Rights beneficially owned by the Acquiring Person and its associates and affiliates (which will thereafter be void), will have the right to receive upon exercise that number of Common Shares having a market value of two times the exercise price of the Right (or, if such number of shares is not and cannot be authorized, JOSB may issue Preferred Shares, cash, debt, stock or a combination thereof in exchange for the Rights).

Generally, under the Rights Agreement, an "Acquiring Person" will not be deemed to include (i) JOSB, (ii) a subsidiary of JOSB, (iii) any employee benefit or compensation plan of JOSB or any subsidiary of JOSB, or (iv) any entity holding Common Shares for or pursuant to the terms of any such employee benefit or compensation plan of JOSB or any subsidiary of JOSB.

In the event that JOSB is acquired in a merger or other business combination transaction or 50% or more of its consolidated assets or earning power are sold to an Acquiring Person, its associates or affiliates or certain other persons, proper provision will be made so that each holder of a Right will thereafter have the right to receive, upon the exercise thereof at the then current exercise price of the Right, that number of shares of common stock of the acquiring company which at the time of such transaction will have a market value of two times the exercise price of the Right.

At any time after a person becomes an Acquiring Person and prior to the acquisition by such Acquiring Person of 50% or more of the outstanding Common Shares, JOSB may exchange the Rights (other than Rights owned by such Acquiring Person or group which shall have become void), in whole or in part, at an exchange ratio of one Common Share per Right (or, at the election of JOSB, JOSB may issue cash, debt, stock or a combination thereof in exchange for the Rights), subject to adjustment.

At any time prior to the close of business on the earlier of (i) the Distribution Date or (ii) the Final Expiration Date, JOSB may redeem all, but not less than all, of the outstanding Rights at a price of \$0.01 per Right (the "Redemption Price"). The Rights may also be redeemed at certain other times as described in the Rights Agreement. Immediately upon any redemption of the Rights, the right to exercise the Rights will terminate and the only right of the holders of Rights will be to receive the Redemption Price.

The terms of the Rights may be amended by the JOSB Board without the consent of the holders of the Rights, except that from and after the Distribution Date no such amendment may adversely affect the interest of the holders of the Rights other than the interests of an Acquiring Person or its affiliates or associates.

Based on publicly available information, MW and the Purchaser believe that, as of the date of this Offer to Purchase, the Rights are not exercisable, the Right certificates have not been issued and the Rights are evidenced by the certificates representing Common Shares. Unless the Distribution Date occurs, a tender of shares of common stock will include a tender of the associated Rights. If the Distribution Date does occur, you will need to tender one Right with each share of common stock tendered in order for such share to be validly tendered in the Offer. We will not pay any additional consideration for the tender of a Right. Unless the JOSB Board elects to redeem the Rights Agreement and, thus, terminates the Rights or amends the Rights Agreement to postpone the Distribution Date or otherwise acts to postpone the Distribution Date in accordance with the Rights Agreement, the Distribution Date will occur on the tenth business day after the commencement of this Offer or first public announcement of an intention to commence this Offer.

Additional Information. JOSB is subject to the informational requirements of the Exchange Act and, in accordance therewith, files periodic reports, proxy statements and other information with the SEC relating to its business, financial condition and other matters. JOSB is required to disclose in such proxy statements certain information, as of particular dates, concerning JOSB's directors and officers, their remuneration, stock options granted to them, the principal holders of JOSB's securities and any material interest of such persons in transactions with JOSB. Such reports, proxy statements and other information may be read and copied at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549. Copies of such material can also be obtained free of charge at the website maintained by the SEC at <http://www.sec.gov>.

9. Certain Information Concerning the Purchaser and MW.

Purchaser. The Purchaser is a Delaware corporation and, to date, has engaged in no activities other than those incident to its formation and the commencement of the Offer. The Purchaser is a wholly owned subsidiary of MW. The principal executive offices of the Purchaser are located at 6380 Rogerdale Road, Houston, Texas 77072-1624 (telephone number (281) 776-7000) and at 6100 Stevenson Blvd., Fremont, California 94538 (telephone number (510) 657-9821), respectively.

MW. MW began operations in 1973 as a partnership and was incorporated as The Men's Wearhouse, Inc. under the laws of Texas in May 1974. MW's principal corporate and executive offices are located at 6380 Rogerdale Road, Houston, Texas 77072-1624 (telephone number (281) 776-7000) and at 6100 Stevenson Blvd., Fremont, California 94538 (telephone number (510) 657-9821), respectively. MW is one of the largest specialty retailers of men's suits and the largest provider of tuxedo rental products in the United States and Canada. At November 2, 2013, MW operated 1,133 retail stores, with 1,013 stores in the U.S. and 120 stores in Canada. MW's U.S. retail stores are operated under the brand names of Men's Wearhouse (658 stores), Men's Wearhouse and Tux (261 stores) and K&G (94 stores) in 50 states and the District of Columbia. MW's Canadian stores are operated under the brand name of Moores Clothing for Men ("Moores") in ten provinces. MW also conducts retail dry cleaning, laundry and heirloom operations through MW Cleaners in the Houston, Texas area. Additionally, MW operates two corporate apparel providers—its U.K.-based holding company operations, the largest provider in the United Kingdom under the Dimensions, Alexandra and Yaffy brands, and its Twin Hill operations in the U.S. These operations provide corporate clothing uniforms and workwear to workforces through multiple channels including managed corporate accounts, catalogs and the internet. MW acquired 86% of the U.K.-based holding company in 2010. Certain previous shareholders of Dimensions control 14% of the U.K.-based holding company and MW has the right to acquire this 14% after fiscal 2013. At February 2, 2013, MW had approximately 17,500 employees, consisting of approximately 15,000 in the U.S. and 2,500 in foreign countries, of which approximately 12,400 were full-time employees. Seasonality affects the number of part-time employees as well as the number of hours worked by full-time and part-time personnel.

The principal trading market for MW's ordinary shares is the New York Stock Exchange. MW is subject to the informational requirements of the Exchange Act and in accordance therewith files reports and other information with the SEC relating to its business, financial condition and other matters. Such reports and other information are available for inspection and copying at the offices of the SEC in the same manner as set forth below under "Available Information."

Legal Proceedings. MW is involved in various routine legal proceedings, including ongoing litigation, incidental to the conduct of its business. MW's management does not believe that any of these matters will have a material adverse effect on its financial position, results of operations or cash flows.

Properties. As of November 2, 2013, MW operated 1,013 retail apparel and tuxedo rental stores in 50 states and the District of Columbia and 120 retail apparel stores in ten Canadian provinces. MW leases its stores on terms generally from five to ten years with renewal options at higher fixed rates in most cases. Leases typically provide for percentage rent over sales break points. Additionally, most leases provide for a base rent as well as "triple net charges", including but not limited to common area maintenance expenses, property taxes, utilities, center promotions and insurance. In certain markets, MW owns or leases between 3,000 and 33,100 additional square feet as a part of a MW store or in a separate hub warehouse unit to be utilized as a redistribution facility in that geographic area. MW owns or leases properties in various parts of the U.S. and Canada to facilitate the distribution of retail and rental product to its stores. MW also owns or leases properties in Houston, Texas and various parts of the U.K. to facilitate the distribution of its corporate apparel product. In addition, MW has primary office locations in Houston, Texas and Fremont, California with additional satellite offices in other parts of the U.S., Canada and Europe.

Additional Information. The name, business address, citizenship, present principal occupation and employment history for the past five years of each of the members of the board of directors and the executive officers of MW and the members of the board of directors and the executive officers of the Purchaser are set forth in Schedule I to this Offer to Purchase.

None of MW, the Purchaser or, to the knowledge of MW or the Purchaser after reasonable inquiry, any of the persons listed in Schedule I, has during the last five years (a) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (b) been a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, U.S. federal or state securities laws or a finding of any violation of U.S. federal or state securities laws.

As of the date of this Offer to Purchase, MW and its subsidiaries own of record 100 Shares, representing less than one percent of the outstanding Shares.

Except as set forth elsewhere in this Offer to Purchase or Schedule I to this Offer to Purchase: (i) none of MW, the Purchaser and, to MW's and the Purchaser's knowledge, the persons listed in Schedule I hereto or any associate or majority owned subsidiary of MW, the Purchaser or any of the persons so listed, beneficially owns or has a right to acquire any Shares or any other equity securities of JOSB; (ii) none of MW, the Purchaser and, to MW's and the Purchaser's knowledge, the persons or entities referred to in clause (i) above has effected any transaction in the Shares during the past 60 days; (iii) during the two years before the date of this Offer to Purchase, there have been no transactions between MW, the Purchaser, their subsidiaries or, to MW's and the Purchaser's knowledge, any of the persons listed in Schedule I to this Offer to Purchase, on the one hand, and JOSB or any of its executive officers, directors or affiliates, on the other hand, that would require reporting under SEC rules and regulations; and (iv) during the two years before the date of this Offer to Purchase, there have been no contacts, negotiations or transactions between MW, the Purchaser, their subsidiaries or,

to MW's and the Purchaser's knowledge, any of the persons listed in Schedule I to this Offer to Purchase, on the one hand, and JOSB or any of its subsidiaries or affiliates, on the other hand, concerning a merger, consolidation or acquisition, a tender offer or other acquisition of securities, an election of directors or a sale or other transfer of a material amount of assets.

Available Information. Pursuant to Rule 14d-3 under the Exchange Act, we have filed with the SEC a Tender Offer Statement on Schedule TO (the "Schedule TO"), of which this Offer to Purchase forms a part, and exhibits to the Schedule TO. The Schedule TO and the exhibits thereto, as well as other information filed by the Purchaser with the SEC, are available for inspection at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. Copies of such information may be obtainable by mail, upon payment of the SEC's customary charges, by writing to the SEC at 100 F Street, N.E., Washington, D.C. 20549-0213. The SEC also maintains a website at <http://www.sec.gov> that contains the Schedule TO and the exhibits thereto and other information that the Purchaser has filed electronically with the SEC. Additionally, requests for copies of this Offer to Purchase, the related Letter of Transmittal, the Notice of Guaranteed Delivery and all other related materials may be directed to the Information Agent or brokers, dealers, commercial banks and trust companies and copies will be furnished promptly at Purchaser's expense.

10. Source and Amount of Funds.

The Purchaser estimates that it will need approximately \$1.6 billion to purchase all outstanding Shares pursuant to the Offer and the Proposed Merger, and to pay related fees and expenses. As of December 31, 2013, MW and its subsidiaries had cash and cash equivalents in the amount of approximately \$100.4 million. MW expects to obtain the necessary funds from existing cash balances and anticipated borrowings. Consummation of the Offer is not conditioned upon any financing arrangements or subject to a financing condition.

11. Background of the Offer; Other Transactions with JOSB.

Background of the Offer. As part of their ongoing evaluation of MW's business and strategic alternatives, MW's board of directors (the "MW Board") and senior management, on occasion with outside legal and financial advisors, have from time to time evaluated strategic opportunities and prospects for acquisitions across the retail clothing industry. In the course of MW's ongoing evaluation, and in connection with certain events described below, MW's management team considered and reviewed a possible acquisition of JOSB.

On September 18, 2013, Douglas S. Ewert, president and chief executive officer of MW, received a phone call and letter from Robert N. Wildrick, chairman of the board of directors of JOSB, communicating an unsolicited and highly conditional proposal to acquire all of the outstanding shares of common stock of MW for \$48.00 per share (the "JOSB Proposal"). The JOSB Proposal was subject to, among other things, due diligence and substantial debt and equity financing.

On September 19, 2013, certain members of the MW Board and MW's senior management held a telephone call with J.P. Morgan and BofA Merrill Lynch, MW's financial advisors, and Willkie Farr & Gallagher LLP ("WF&G"), MW's legal advisor, to discuss initial reactions to the JOSB non-binding proposal.

On September 23, 2013, the MW Board met via teleconference with senior management and WF&G, to discuss, among other things, potential responses to the JOSB Proposal and possible alternative transactions that could be pursued by MW.

On September 27, 2013, the MW Board met via teleconference with senior management, WF&G, J.P. Morgan and BofA Merrill Lynch, to review potential strategic alternatives available to maximize MW shareholder value in considering JOSB's unsolicited proposal.

On October 2, 2013, Mr. Ewert called Mr. Wildrick by telephone to discuss the timing of MW's response to JOSB's non-binding proposal of September 18, 2013. Later on October 2, 2013, Mr. Ewert advised Mr. Wildrick by electronic message that the MW Board would need additional time to work with its financial and legal advisors and complete its review process and that the MW Board intended to respond to JOSB by the middle of October.

On October 3, 2013, Mr. Wildrick responded to Mr. Ewert by electronic message offering to extend MW's deadline to respond to JOSB's non-binding proposal to October 10, 2013.

On October 7, 2013 at a regularly scheduled MW Board meeting, the MW Board, together with senior management, J.P. Morgan, BofA Merrill Lynch and WF&G, discussed, among other things, the JOSB Proposal and the response MW would deliver to JOSB, potential defensive measures that could be taken, and possible alternative transactions including, without limitation, maintaining MW as a standalone business or acquiring JOSB, including in a negotiated transaction.

On October 8, 2013, an unconfirmed press report indicated that JOSB had approached MW about a combination of the two companies. On the morning of October 9, 2013, and prior to receipt of MW's response, JOSB issued a press release publicly confirming its proposal to acquire MW and reproducing the JOSB Proposal in the press release.

Later on the morning of October 9, 2013, Mr. Ewert delivered to Mr. Wildrick the MW Board's response to the JOSB Proposal, noting that the Board is committed to the strategic plan carefully developed by its management team, which it believes will maximize long-term value for all of MW's shareholders, and that the MW Board had concluded that the JOSB Proposal is highly conditional, significantly undervalues MW and its strong prospects for continued growth and value creation and is not in the best interests of MW and its shareholders. Mr. Ewert also noted that the MW Board concluded that discussing the JOSB Proposal, on the proposed terms, would not be productive. Following such response, MW publicly disclosed its response to the JOSB Proposal.

On the afternoon of October 9, 2013, the MW Board met via teleconference and discussed and adopted a limited duration shareholder rights plan and amended and restated bylaws that, among other things, increased the percentage of outstanding shares required to approve an amendment to MW's bylaws. In addition, on the evening of October 9th, MW issued a press release announcing such actions and JOSB issued a press release publicly responding to MW's rejection of its proposal.

On October 14, 2013, Mr. Ewert received a letter via electronic mail from Mr. Wildrick, reiterating JOSB's desire to discuss its September 18th proposal.

On October 17, 2013, the MW Board discussed strategic alternatives and financial presentations prepared by its financial advisors, including, without limitation, acquiring JOSB.

On October 28, 2013, MW released an investor presentation, setting forth its rationale for rejecting the JOSB Proposal and discussing MW's business growth and value creation strategies.

On October 31, 2013, Mr. Wildrick sent a letter to Mr. Ewert indicating that JOSB would consider increasing its \$48.00 per share offer if MW provided JOSB with confidential information concerning MW's business. Mr. Wildrick did not address the numerous and broad conditions, including debt and equity financing needed for the JOSB Proposal, nor did he indicate the extent to which JOSB might increase its offer price or the parameters on which an increased offer price might depend. Mr. Wildrick also stated that JOSB would terminate the JOSB Proposal on November 14, 2013 if MW failed to engage in discussions on the JOSB Proposal.

On November 3, 2013, the MW Board met via teleconference with senior management, J.P. Morgan, BofA Merrill Lynch and WF&G and discussed, among other things, MW's response to JOSB's request for access to confidential information.

On November 4, 2013, MW publicly responded to JOSB's request for access to confidential company information. MW stated that the JOSB offer was inadequate and highly conditional and that providing JOSB with access to such information was not in the best interests of MW and its shareholders.

On November 15, 2013, JOSB announced that it had terminated the JOSB Proposal.

On November 17, 2013 the MW Board met via teleconference with J.P. Morgan, BofA Merrill Lynch and WF&G. J.P. Morgan and BofA Merrill Lynch briefly discussed with the MW Board certain strategic alternatives available to MW.

On November 25, 2013, at a regularly scheduled board meeting, the MW Board, together with senior management, J.P. Morgan, BofA Merrill Lynch and WF&G, discussed, among other things, the strategic alternatives available to MW, including, without limitation, maintaining MW as a standalone business and the possibility of MW acquiring JOSB. The MW Board unanimously approved the issuance of a letter to JOSB presenting MW's proposal to acquire all of the outstanding Shares of JOSB for \$55.00 per Share (the "MW Proposal").

On November 26, 2013, Mr. Ewert called Mr. Wildrick and sent a letter to Mr. Wildrick communicating the MW Proposal. Thereafter, MW publicly announced the MW Proposal and released an investor presentation relating to the MW Proposal. JOSB responded that they had received the proposal and would respond in due course.

On December 23, 2013, Mr. Wildrick delivered to Mr. Ewert JOSB's response to the MW Proposal, stating that after consideration by its board of directors, with the assistance of its financial and legal advisors, JOSB had unanimously rejected the MW Proposal. Following such response, JOSB publicly disclosed its response to the MW Proposal.

Later on the morning of December 23, 2013, MW publicly responded to JOSB's rejection of the MW proposal. MW stated that given JOSB's repeated expressions of interest in engaging in good faith discussions about a possible combination, MW was surprised at the rejection and would continue to carefully consider all of its options to make the combination a reality, including nominating director candidates at JOSB's next annual meeting of shareholders.

Later in the day on December 23, 2013 and in connection with MW's intention to nominate directors for the JOSB 2014 annual meeting of shareholders (the "JOSB 2014 Annual Meeting") as described below, MW made a request to JOSB for its proposed nominee questionnaire pursuant to the Amended and Restated Bylaws of JOSB.

On December 27, 2013, the MW Board met via teleconference and resolved to provide JOSB with notice of its intention to nominate John D. Bowlin and Arthur E. Reiner (the "Nominees") as independent directors at the JOSB 2014 Annual Meeting.

On January 3, 2014, the MW Board met via teleconference and together with senior management, J.P. Morgan, BofA Merrill Lynch and WF&G, discussed and reviewed the terms of the Offer. After a lengthy discussion the MW Board approved the Offer on the terms set forth in this Offer to Purchase.

On January 6, 2014, MW and the Purchaser commenced the Offer and released an investor presentation relating to the Offer. Simultaneously with launching the Offer, MW announced that it will deliver notice to JOSB of its intention to nominate the Nominees as independent director candidates to the JOSB Board at the JOSB 2014 Annual Meeting. **The Offer does not constitute a solicitation of proxies, absent a purchase of shares, for any meeting of JOSB's shareholders.** We intend to provide

JOSB with notice of our intention to nominate directors at the JOSB 2014 Annual Meeting and to file a proxy statement and other relevant documents with the SEC in connection with our solicitation of proxies for the JOSB 2014 Annual Meeting, and you are urged to read the proxy statement carefully and in its entirety when it becomes available and any other related documents filed with the SEC because they will contain important information.

Other Transactions with JOSB. Except as described elsewhere herein, neither MW nor any of its subsidiaries is currently engaged or has engaged, in the past two (2) years, in any transactions with JOSB or any of its subsidiaries.

12. Purpose of the Offer and the Proposed Merger; Plans for JOSB; Statutory Requirements; Approval of the Proposed Merger.

Purpose of the Offer and the Proposed Merger; Plans for JOSB. The purpose of the Offer is for MW, through the Purchaser, to acquire control of, and the entire equity interest in, JOSB. The Offer, as the first step in the acquisition of JOSB, is intended to facilitate the acquisition of all issued and outstanding Shares. The purpose of the Proposed Merger is to acquire all of the outstanding Shares not tendered and purchased pursuant to the Offer. If the Minimum Tender Condition, the Merger Agreement Condition and the other conditions of the Offer are satisfied and the Offer is consummated, the Proposed Merger may be effected as soon as practicable following consummation of the Offer pursuant to Section 251(h) of the DGCL without the affirmative vote of the JOSB shareholders, subject to satisfaction of the other conditions to Section 251(h) of the DGCL. Under the DGCL, if the Proposed Merger cannot be effected pursuant to Section 251(h) and we acquire, pursuant to the Offer or otherwise, at least ninety percent (90%) of the outstanding Shares, we would be able to consummate the Proposed Merger as a "short form" second step merger pursuant to Section 253 of the DGCL without a vote of the JOSB Board or its stockholders. If we waive the Merger Agreement Condition, consummate the Offer and do not acquire at least ninety percent (90%) of the outstanding Shares, under the DGCL we may have to seek approval of the Proposed Merger by JOSB's stockholders. Approval of a merger pursuant to the DGCL requires the affirmative vote of holders of a majority of the outstanding Shares. In addition, if the Section 203 Condition is not satisfied but we elect to consummate the Offer, Section 203 could significantly delay our ability to consummate the Proposed Merger. See "—Statutory Requirements; Approval of the Proposed Merger" below.

If we acquire Shares pursuant to the Offer, depending upon the number of Shares so acquired and other factors relevant to our equity ownership in JOSB, we may, subsequent to consummation of the Offer, seek to acquire additional Shares through open market purchases, privately negotiated transactions, a tender or exchange offer or other transactions or a combination of the foregoing on such terms and at such prices as we shall determine, which may be different from the price paid in the Offer. We also reserve the right to dispose of Shares that we have acquired or may acquire.

If the Shares are not delisted prior to the Proposed Merger, we intend to cause the delisting of the Shares by NASDAQ promptly following consummation of the Proposed Merger. We intend to seek to cause JOSB to terminate registration of the Shares under the Exchange Act as soon after consummation of the Offer as the requirements for deregistration are met. See "The Offer—Section 7—Possible Effects of the Offer on the Market for the Shares; Stock Exchange Listing; Registration Under the Exchange Act; Margin Regulations."

In connection with the Offer, MW and the Purchaser have reviewed, and will continue to review, various possible business strategies that they might consider in the event that the Purchaser acquires control of JOSB. In addition, if and to the extent that the Purchaser acquires control of JOSB or otherwise obtains access to the books and records of JOSB, MW and the Purchaser intend to conduct a detailed review, subject to applicable law, of JOSB and its assets, corporate structure, capitalization,

operations, properties, policies, management and personnel and consider and determine what, if any, changes would be desirable to achieve anticipated synergies in the combined company, in light of the circumstances which then exist. Such strategies could include, among other things, changes in JOSB's business, facility locations, corporate structure, product development, marketing strategies, capitalization, or management, rationalization of employment and cost levels or the divestiture of certain assets.

If we acquire control of JOSB, we currently intend that, prior to our acquisition of all of the outstanding Shares of JOSB or consummation of the Proposed Merger, no dividends will be declared on the Shares.

On January 6, 2014, simultaneous with launching the Offer, MW announced that it will deliver notice to JOSB of its intention to nominate the Nominees as independent director candidates to the JOSB Board at the JOSB 2014 Annual Meeting. **The Offer does not constitute a solicitation of proxies, absent a purchase of shares, for any meeting of JOSB's shareholders.** We intend to provide JOSB with notice of our intention to nominate directors at the JOSB 2014 Annual Meeting and to file a proxy statement and other relevant documents with the SEC in connection with our solicitation of proxies for the JOSB 2014 Annual Meeting, and you are urged to read the proxy statement carefully and in its entirety when it becomes available and any other related documents filed with the SEC because they will contain important information.

We are proposing to nominate and elect the Nominees to give you another direct voice with respect to the Offer. We believe that the election of the Nominees will demonstrate that JOSB shareholders support a combination with MW. If the Nominees are elected, they would be obligated to act in accordance with their duties as directors of JOSB and could take steps to try to persuade the other members of the JOSB Board to support and facilitate the Offer or to act against the Offer as the Nominees, as new directors, deem appropriate. The Nominees, even if elected, will not constitute a majority of the JOSB Board.

MW and the Purchaser are seeking to negotiate a definitive agreement for the acquisition of JOSB by MW and are prepared to begin such negotiations immediately.

Subject to applicable law, MW and the Purchaser reserve the right to amend the Offer in any respect (including amending the offer price and the consideration to be offered in a merger, including the Proposed Merger). In addition, in the event that MW enters into a merger agreement with JOSB and such merger agreement does not provide for a tender offer, MW and the Purchaser reserve the right to terminate the Offer, in which case the Shares would, upon consummation of such merger, be converted into the consideration negotiated by MW, the Purchaser and JOSB and specified in such merger agreement.

Except as described above or elsewhere in this Offer to Purchase, the Purchaser has no present plans or proposals that would relate to or result in an extraordinary corporate transaction involving JOSB or any of its subsidiaries (such as a merger, reorganization, liquidation, or sale or other transfer of a material amount of assets), any change in the JOSB Board or management, any material change in JOSB's indebtedness, capitalization or dividend rate or policy or any other material change in JOSB's corporate structure or business.

Statutory Requirements; Approval of the Proposed Merger. Section 251(h) of the DGCL provides that, following the consummation of a tender offer, approval by the stockholders of the target corporation will not be required to authorize the subsequent merger if certain requirements are met, including that: the merger agreement must expressly state that the merger will be effected pursuant to Section 251(h); the purchaser must tender for all outstanding shares; following the consummation of the merger, the purchaser must own the requisite number of shares to approve a merger if a meeting of stockholders had to be called; at the time that the target corporation's board of directors approved

the merger agreement, no party to the merger agreement was an "interested stockholder" of the target corporation; the purchaser must merge with and into the target corporation pursuant to the merger agreement; and the outstanding shares of stock of the target corporation that are not canceled in the merger must be converted into the same amount and kind of consideration that was paid for shares of stock of the target corporation as tender offer. The Merger Agreement Condition requires that any definitive merger agreement executed in respect of the Proposed Merger expressly state that the Proposed Merger is governed by Section 251(h), and MW and the Purchaser intend that at the time the JOSB Board approves a merger agreement, if any, neither MW nor the Purchaser will be an "interested stockholder" of JOSB. Prior to consummating the Offer, MW and the Purchaser will determine whether the Proposed Merger remains eligible to be effected pursuant to Section 251(h). If MW and the Purchaser determine that the Proposed Merger can be effected pursuant to Section 251(h), after the consummation of the Offer, the Purchaser intends to effect the Proposed Merger without prior notice to, or any action by, any stockholder of JOSB. Section 251(h) of the DGCL is relatively new, having become effective on August 1, 2013, and it may be subject to challenges or unexpected interpretations.

If MW and the Purchaser determine that the conditions to effect the Proposed Merger pursuant to Section 251(h) are not satisfied, and we acquire, pursuant to the Offer or otherwise, at least ninety percent (90%) of the outstanding Shares, in order to consummate the Proposed Merger, the Purchaser intends to seek to effect a short-form merger pursuant to Section 253 of the DGCL as discussed in the following paragraph.

Section 253 of the DGCL provides that if a parent company owns at least ninety percent (90%) of each class of stock of a subsidiary, the parent company can effect a short-form merger with that subsidiary without the action of the other stockholders of the subsidiary. Accordingly, if as a result of the Offer or otherwise, the Purchaser directly or indirectly owns at least ninety percent (90%) of the outstanding Shares, MW could effect the Proposed Merger without prior notice to, or any action by, any other stockholder of JOSB if permitted to do so under the DGCL. Even if we do not own ninety percent (90%) of the outstanding Shares following consummation of the Offer, we could seek to purchase additional Shares in the open market, in order to reach the ninety percent (90%) threshold and effect a short-form merger. The consideration per Share paid for any Shares so acquired may be greater or less than that paid in the Offer.

If the Section 203 Condition is not satisfied but we elect, in our sole discretion, to consummate the Offer, Section 203 could significantly delay our ability to acquire the entire equity interest in JOSB. In general, Section 203 prevents an "interested stockholder" (generally, a stockholder owning fifteen percent (15%) or more of a corporation's outstanding voting stock or an affiliate or associate thereof) from engaging in a "business combination" with a Delaware corporation, which would include the Proposed Merger, for a period of three years following the time at which such stockholder became an interested stockholder unless (i) prior to such time the corporation's board of directors approved either the business combination or the transaction which resulted in such stockholder becoming an interested stockholder, (ii) upon consummation of the transaction which resulted in such stockholder becoming an interested stockholder, the interested stockholder owned at least eighty-five percent (85%) of the corporation's voting stock outstanding at the time the transaction commenced (excluding shares owned by certain employee stock plans and persons who are directors and also officers of the corporation) or (iii) at or subsequent to such time the business combination is approved by the corporation's board of directors and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the outstanding voting stock not owned by the interested stockholder.

We reserve the right to waive the Section 203 Condition, although there can be no assurance that we will do so, and we have not determined whether we would be willing to do so under any circumstances. If we waive such condition and purchase Shares pursuant to the Offer or otherwise and

Section 203 is applicable, we may nevertheless seek to consummate a merger or other business combination with JOSB. On the other hand, if we waive the Section 203 Condition and purchase Shares pursuant to the Offer or otherwise and are prevented by Section 203 from consummating a merger or other business combination with JOSB for any period of time, we may (i) determine not to seek to consummate such a merger or other business combination, (ii) seek to acquire additional Shares in the open market, pursuant to privately negotiated transactions or otherwise, at prices that may be higher, lower or the same as the price paid in the Offer or (iii) seek to effect one or more alternative transactions with or by JOSB. We have not determined whether we would take any of the actions described above under such circumstances.

The exact timing and details of any merger or other similar business combination involving JOSB will necessarily depend upon a variety of factors, including if and when JOSB enters into a definitive merger agreement with us and the number of Shares we acquire pursuant to the Offer, and if and when any necessary approvals or waiting periods under the laws of the U.S. or any foreign jurisdiction applicable to the purchase of Shares pursuant to the Offer or the Proposed Merger expire or are terminated or obtained, as applicable, without any actions or proceedings having been threatened or commenced by any federal, state or foreign government, governmental authority or agency seeking to challenge the Offer or the Proposed Merger on antitrust grounds, as described herein. Although we currently intend to complete the Proposed Merger, it is possible that, as a result of substantial delays in our ability to effect such a transaction, actions JOSB may take in response to the Offer, information we obtain hereafter, changes in general economic or market conditions or in the business of JOSB or other currently unforeseen factors, such a transaction may not be so proposed, may be delayed or abandoned, or may be proposed on different terms. We reserve the right not to complete a merger or other similar business combination with JOSB or to propose such a transaction on terms other than those described above. Specifically, we reserve the right (i) to propose consideration in a merger or other similar business combination consisting of securities or a combination of cash and securities and (ii) to propose consideration in such a transaction having a value that is greater than or less than the amount referred to above.

The foregoing discussion is not a complete statement of the DGCL and is qualified in its entirety by reference to the DGCL.

13. Dividends and Distributions.

If, on or after the date of this Offer to Purchase, JOSB (i) splits, combines or otherwise changes the Shares or its capitalization, (ii) acquires Shares or otherwise causes a reduction in the number of Shares, (iii) issues, distributes to stockholders or sells additional Shares, or any shares of any other class of capital stock, other voting securities or any securities convertible into or exchangeable for, or rights, warrants or options, conditional or otherwise, to acquire, any of the foregoing, or (iv) discloses that it has taken such action, then, without prejudice to our rights under "The Offer—Section 14—Conditions of the Offer," we may make such adjustments in the offer price and other terms of the Offer and the Proposed Merger as we deem appropriate to reflect such split, distribution, combination or other change, including the number or type of securities offered to be purchased.

If, on or after the date of this Offer to Purchase, JOSB declares or pays any cash dividend on the Shares or other distribution on the Shares, including without limitation any distribution of shares of any class or any other securities or warrants or rights, or issues with respect to the Shares any additional Shares, shares of any other class of capital stock, payable or distributable to stockholders of record on a date prior to the transfer of the Shares purchased pursuant to the Offer to us or our nominee or transferee on JOSB's stock transfer records, then, subject to the provisions of "The Offer—Section 14—Conditions of the Offer," (i) the offer price may be reduced by the amount of any such cash dividends or cash distributions and (ii) the whole of any such non-cash dividend, distribution or issuance to be received by the tendering stockholders will (a) be received and held by the tendering

stockholders for our account and will be required to be promptly remitted and transferred by each tendering stockholder to the Depositary for our account, accompanied by appropriate documentation of transfer, or (b) at our direction, be exercised for our benefit, in which case the proceeds of such exercise will promptly be remitted to us. Pending such remittance and subject to applicable law, we will be entitled to all rights and privileges as owner of any such non-cash dividend, distribution, issuance or proceeds and may withhold the entire offer price or deduct from the offer price the amount or value thereof, as determined by us in our sole discretion.

In the event that we make any change in the offer price or other terms of the Offer, including the number or type of securities offered to be purchased, we will inform JOSB's stockholders of this development and extend the expiration date of the Offer, in each case to the extent required by applicable law.

14. Conditions of the Offer.

Notwithstanding any other provision of the Offer, we are not required to accept for payment or, subject to any applicable rules and regulations of the SEC, including Rule 14e-1(c) under the Exchange Act (relating to the Purchaser's obligation to pay for or return tendered Shares promptly after termination or expiration of the Offer), pay for any Shares, and may terminate or amend the Offer, if before the Expiration Date the Minimum Tender Condition, the Merger Agreement Condition, the Section 203 Condition, the Rights Condition, the Antitrust Condition, or the Impairment Condition shall not have been satisfied, or if, at any time on or after the date of this Offer to Purchase and before the time of payment for such Shares (whether or not any Shares have theretofore been accepted for payment pursuant to the Offer), any of the following conditions exist:

(i) there is threatened, instituted or pending any claim, action or proceeding by any government, governmental authority or agency or any other person, domestic, state, federal, foreign or supranational, (a) challenging or seeking to, or which is reasonably likely to, make illegal, delay or otherwise, directly or indirectly, restrain or prohibit the making of the Offer, the acceptance for payment of or payment for some or all of the Shares by us or any of our subsidiaries or affiliates or the consummation by us or any of our subsidiaries or affiliates of a merger or other similar business combination involving JOSB, (b) seeking to obtain material damages in connection with, or otherwise directly or indirectly relating to, the transactions contemplated by the Offer or any such merger or other similar business combination, (c) seeking to restrain or prohibit the exercise of our full rights of ownership or operation by us or any of our subsidiaries or affiliates of all or any portion of our business or assets or those of JOSB or any of our or JOSB's respective subsidiaries or affiliates or to compel us or any of our subsidiaries or affiliates to dispose of or hold separate all or any portion of our business or assets or those of JOSB or any of our or JOSB's respective subsidiaries or affiliates or seeking to impose any limitation on our or any of our subsidiaries' or affiliates' ability to conduct such businesses or own such assets, (d) seeking to impose or confirm limitations on our ability or that of any of our subsidiaries or affiliates effectively to retain and exercise full rights of ownership of the Shares, including the right to vote any Shares acquired or owned by us or any of our subsidiaries or affiliates on all matters properly presented to JOSB's stockholders, (e) seeking to require divestiture or sale by us or any of our subsidiaries or affiliates of any Shares, (f) seeking relief that if granted will result in a material diminution in the benefits expected to be derived by us or any of our subsidiaries or affiliates as a result of the transactions contemplated by the Offer or any merger or other business combination involving JOSB or (g) that otherwise, in our reasonable judgment, has or may have material adverse significance with respect to either the value of JOSB or any of its subsidiaries or affiliates or the value of the Shares to us or any of our subsidiaries or affiliates;

(ii) any action is taken, or any statute, rule, regulation, interpretation, judgment, injunction, order or decree is proposed, enacted, enforced, promulgated, amended, issued or deemed applicable to MW, the Purchaser or any of their subsidiaries or affiliates, the Offer, the acceptance for payment of or payment for Shares, or any merger or other business combination involving JOSB, by any court, government or governmental authority or agency, domestic, foreign or supranational (other than the application of the waiting period provisions of any antitrust laws to the Offer or to any such merger or other business combination), that, in our reasonable judgment, does or may, directly or indirectly, result in any of the consequences referred to in clauses (a) through (g) of paragraph (i) above;

(iii) any change occurs or is threatened (or any development occurs or is threatened involving a prospective change) in the business, assets, liabilities, financial condition, capitalization, operations, results of operations or prospects of JOSB or any of its subsidiaries that, in our reasonable judgment, is or may be materially adverse to JOSB or any of its subsidiaries, we become aware of any facts that, in our reasonable judgment, have or may have material adverse significance with respect to either the value of JOSB or any of its affiliates or the value of the Shares to us, or we become aware that any material contractual right or obligation of JOSB or any of its subsidiaries that, in our reasonable judgment, could result in a material decrease in the value of the Shares to us purchased in the Offer;

(iv) there occurs (a) any general suspension of trading in, or limitation on prices for, securities on any national securities exchange or in the over-the-counter market, (b) any decline in either the Dow Jones Industrial Average, the Standard and Poor's Index of 500 Industrial Companies or the NASDAQ-100 Index by an amount in excess of 15%, measured from the close of business on January 3, 2014, (c) any change in the general political, market, economic or financial conditions in the United States or elsewhere that, in our reasonable judgment, could have a material adverse effect on the business, assets, liabilities, financial condition, capitalization, operations, results of operations or prospects of JOSB and its subsidiaries, taken as a whole, (d) the declaration of a banking moratorium or any suspension of payments in respect of banks in the United States, (e) any material adverse change (or development or threatened development involving a prospective material adverse change) in United States dollars or any other currency exchange rates or a suspension of, or a limitation on, the markets therefor, (f) the commencement of a war, armed hostilities or other international or national calamity directly or indirectly involving the United States or any attack on or outbreak or act of terrorism involving the United States, (g) any limitation (whether or not mandatory) by any governmental authority or agency on, or any other event that, in our reasonable judgment, may adversely affect, the extension of credit by banks or other financial institutions or (h) in the case of any of the foregoing existing at the time of commencement of the Offer, a material acceleration or worsening thereof;

(v) (a) a tender or exchange offer for some or all of the Shares has been publicly proposed to be made or has been made by another person (including JOSB or any of its subsidiaries or affiliates), or has been publicly disclosed, or we otherwise learn that any person or "group" (as defined in Section 13(d)(3) of the Exchange Act) has acquired or proposes to acquire beneficial ownership of more than five percent (5%) of any class or series of capital stock of JOSB (including the Shares), through the acquisition of stock, the formation of a group or otherwise, or is granted any option, right or warrant, conditional or otherwise, to acquire beneficial ownership of more than five percent (5%) of any class or series of capital stock of JOSB (including the Shares) other than acquisitions for bona fide arbitrage purposes only and other than as disclosed in a Schedule 13D or 13G on file with the SEC on the date of this Offer to Purchase, (b) any such person or group which, prior to the date of this Offer to Purchase, had filed such a Schedule with the SEC has acquired or proposes to acquire beneficial ownership of additional shares of any class or series of capital stock of JOSB, through the acquisition of stock, the formation of a group or

otherwise, constituting one percent (1%) or more of any such class or series, or is granted any option, right or warrant, conditional or otherwise, to acquire beneficial ownership of additional shares of any class or series of capital stock of JOSB constituting one percent (1%) or more of any such class or series, (c) any person or group has entered into a definitive agreement or an agreement in principle or made a proposal with respect to a tender or exchange offer or a merger, consolidation or other business combination with or involving JOSB or (d) any person has filed a Notification and Report Form under the HSR Act or made a public announcement reflecting an intent to acquire JOSB or any assets or securities of JOSB;

(vi) JOSB or any of its subsidiaries has (a) split, combined or otherwise changed, or authorized or proposed the split, combination or other change of, the Shares or its capitalization, (b) acquired or otherwise caused a reduction in the number of, or authorized or proposed the acquisition or other reduction in the number of, outstanding Shares or other securities, (c) issued or sold, or authorized or proposed the issuance or sale of, any additional Shares, shares of any other class or series of capital stock, other voting securities or any securities convertible into, or options, rights or warrants, conditional or otherwise, to acquire, any of the foregoing (other than the issuance of Shares pursuant to and in accordance with the publicly disclosed terms in effect prior to commencement of the Offer of employee stock options outstanding prior to such date), or any other securities or rights in respect of, in lieu of, or in substitution or exchange for any shares of its capital stock, (d) permitted the issuance or sale of any shares of any class of capital stock or other securities of any subsidiary of JOSB, (e) declared, paid or proposed to declare or pay any dividend or other distribution on any shares of capital stock of JOSB, including without limitation any distribution of shares of any class or any other securities or warrants or rights, (f) altered or proposed to alter any material term of any outstanding security, issued or sold, or authorized or proposed the issuance or sale of, any debt securities or otherwise incurred or authorized or proposed the incurrence of any debt other than in the ordinary course of business, (g) authorized, recommended, proposed or announced its intent to enter into or entered into an agreement with respect to or effected any merger, consolidation, liquidation, dissolution, business combination, acquisition of assets, disposition of assets or relinquishment of any material contract or other right of JOSB or any of its subsidiaries or any comparable event not in the ordinary course of business, (h) authorized, recommended, proposed or announced its intent to enter into or entered into any agreement or arrangement with any person or group that, in our reasonable judgment, has or may have material adverse significance with respect to either the value of JOSB or any of its subsidiaries or affiliates or the value of the Shares to us or any of our subsidiaries or affiliates, (i) adopted, entered into or amended any employment, severance, change of control, retention or other similar agreement, arrangement or plan with or for the benefit of any of its officers, directors, employees or consultants or made grants or awards thereunder, in each case other than in the ordinary course of business, or adopted, entered into or amended any such agreements, arrangements or plans so as to provide for increased benefits to officers, directors, employees or consultants as a result of or in connection with the making of the Offer, the acceptance for payment of or payment for some of or all the Shares by us or our consummation of any merger or other similar business combination involving JOSB (including, in each case, in combination with any other event such as termination of employment or service), (j) except as may be required by law, taken any action to terminate or amend or materially increase liability under any employee benefit plan (as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974) of JOSB or any of its subsidiaries, or we shall have become aware of any such action which was not previously announced, (k) transferred into escrow (or other similar arrangement) any amounts required to fund any existing benefit, employment, severance, change of control or other similar agreement, in each case other than in the ordinary course of business, or (l) amended, or authorized or proposed any amendment to, its certificate of incorporation or bylaws (or other similar constituent documents) or we become aware that JOSB or any of its subsidiaries shall have

amended, or authorized or proposed any amendment to any of their respective certificates of incorporation or bylaws (or other similar constituent documents) which has not been previously disclosed;

(vii) we become aware (a) that any material contractual right of JOSB or any of its subsidiaries has been impaired or otherwise adversely affected or that any material amount of indebtedness of JOSB or any of its subsidiaries (other than indebtedness under its existing indentures) has been accelerated or has otherwise become due or become subject to acceleration prior to its stated due date, in each case with or without notice or the lapse of time or both, as a result of or in connection with the Offer or the consummation by us or any of our subsidiaries or affiliates of a merger or other similar business combination involving JOSB or (b) of any covenant, term or condition in any instrument or agreement of JOSB or any of its subsidiaries that, in our reasonable judgment, has or may have material adverse significance with respect to either the value of JOSB or any of its affiliates or the value of the Shares to us or any of our affiliates (including any event of default that may ensue as a result of or in connection with the Offer, the acceptance for payment of or payment for some or all of the Shares by us or our consummation of a merger or other similar business combination involving JOSB);

(viii) we or any of our affiliates enters into a definitive agreement or announces an agreement in principle with JOSB providing for a merger or other similar business combination with JOSB or any of its subsidiaries or the purchase of securities or assets of JOSB or any of its subsidiaries, or we and JOSB reach any other agreement or understanding pursuant to which it is agreed that the Offer will be terminated;

(ix) JOSB or any of its subsidiaries shall have (a) granted to any person proposing a merger or other business combination with or involving JOSB or any of its subsidiaries or the purchase of securities or assets of JOSB or any of its subsidiaries any type of option, warrant or right which, in our reasonable judgment, constitutes a "lock-up" device (including a right to acquire or receive any Shares or other securities, assets or business of JOSB or any of its subsidiaries) or (b) paid or agreed to pay any cash or other consideration to any party in connection with or in any way related to any such business combination or purchase; or

(x) any required approval, permit, authorization, extension, action or non-action, waiver or consent of any governmental authority or agency (including the other matters described or referred to in "The Offer—Section 15—Certain Legal Matters; Regulatory Approvals; Appraisal Rights") shall not have been obtained on terms satisfactory to MW and the Purchaser or any waiting period or extension thereof imposed by any government or governmental authority or agency with respect to the Offer shall not have expired.

The foregoing conditions are for the sole benefit of MW, the Purchaser and their affiliates and may be asserted by us in our discretion regardless of the circumstances giving rise to any such conditions or may be waived by us in our discretion in whole or in part at any time or from time to time before the Expiration Date. We expressly reserve the right to waive any of the conditions to the Offer and to make any change in the terms of or conditions to the Offer. Our failure at any time to exercise our rights under any of the foregoing conditions shall not be deemed a waiver of any such right. The waiver of any such right with respect to particular facts and circumstances shall not be deemed a waiver with respect to any other facts and circumstances. Each such right shall be deemed an ongoing right which may be asserted at any time or from time to time.

Consummation of the Offer is not conditioned upon any financing arrangements or subject to a financing condition.

15. Certain Legal Matters; Regulatory Approvals; Appraisal Rights.

General. Based on our examination of publicly available information filed by JOSB with the SEC and other publicly available information concerning JOSB, we are not aware of any governmental license or regulatory permit that appears to be material to JOSB's business that might be adversely affected by our acquisition of Shares pursuant to the Offer or, except as set forth below, of any approval or other action by any government or governmental administrative or regulatory authority or agency, domestic or foreign, that would be required for our acquisition or ownership of Shares pursuant to the Offer. Should any such approval or other action be required or desirable, we currently contemplate that, except as described below under "Other State Takeover Statutes," such approval or other action will be sought. Except as described below under "Antitrust," there is, however, no current intent to delay the purchase of Shares tendered pursuant to the Offer pending the outcome of any such matter. There can be no assurance that any such approval or other action, if needed, would be obtained (with or without substantial conditions), or that, if such approvals were not obtained or such other actions were not taken, adverse consequences might not result to JOSB's business or certain parts of JOSB's business might not have to be disposed of, any one of which could cause us to elect to terminate the Offer without the purchase of Shares thereunder. Our obligation under the Offer to accept for payment and pay for Shares is subject to the conditions set forth in "The Offer—Section 14—Conditions of the Offer."

Delaware Business Combination Statute. JOSB is subject to the provisions of Section 203, which imposes certain restrictions on business combinations involving JOSB. For a discussion of the provisions of Section 203, see "The Offer—Section 12—Purpose of the Offer and the Proposed Merger; Plans for JOSB; Statutory Requirements; Approval of the Proposed Merger."

Other State Takeover Statutes. A number of states have adopted laws which purport, to varying degrees, to apply to attempts to acquire corporations that are incorporated in, or which have substantial assets, stockholders, principal executive offices or principal places of business or whose business operations otherwise have substantial economic effects in, such states. JOSB, directly or through subsidiaries, conducts business in a number of states throughout the United States, some of which have enacted such laws. Except as described herein, we do not know whether any of these laws will, by their terms, apply to the Offer or any merger or other business combination between us or any of our affiliates and JOSB, and we have not made efforts to comply with any such laws. To the extent that certain provisions of these laws purport to apply to the Offer or any such merger or other business combination, we believe that there are reasonable bases for contesting such laws.

In 1982, in *Edgar v. MITE Corp.*, the Supreme Court of the United States invalidated on constitutional grounds the Illinois Business Takeover Statute which, as a matter of state securities law, made takeovers of corporations meeting certain requirements more difficult. However, in 1987 in *CTS Corp. v. Dynamics Corp. of America*, the Supreme Court held that the State of Indiana could, as a matter of corporate law, constitutionally disqualify a potential acquiror from obtaining voting rights in shares of a target corporation without the prior approval of the remaining stockholders where, among other things, the corporation is incorporated, and has a substantial number of stockholders, in the state. Subsequently, in *TLX Acquisition Corp. v. Telex Corp.*, a U.S. federal district court in Oklahoma ruled that the Oklahoma statutes were unconstitutional as applied to corporations incorporated outside Oklahoma in that they would subject such corporations to inconsistent regulations. Similarly, in *Tyson Foods, Inc. v. McReynolds*, a U.S. federal district court in Tennessee ruled that four Tennessee takeover statutes were unconstitutional as applied to corporations incorporated outside Tennessee. This decision was affirmed by the United States Court of Appeals for the Sixth Circuit. In December 1988, a U.S. federal district court in Florida held in *Grand Metropolitan PLC v. Butterworth* that the provisions of the Florida Affiliated Transactions Act and the Florida Control Share Acquisition Act were unconstitutional as applied to corporations incorporated outside of Florida.

If any government official or third party seeks to apply any state takeover law to the Offer or any merger or other business combination between us or any of our affiliates and JOSB, we will take such action as then appears desirable, which action may include challenging the applicability or validity of such statute in appropriate court proceedings. If it is asserted that one or more state takeover statutes are applicable to the Offer or any such merger or other business combination and an appropriate court does not determine that they are inapplicable or invalid as applied to the Offer or any such merger or other business combination, we might be required to file certain information with, or to receive approvals from, the relevant state authorities or holders of Shares, and we may be unable to accept for payment or pay for Shares tendered pursuant to the Offer, or be delayed in continuing or consummating the Offer or any such merger or other business combination. In such case, we may not be obligated to accept for payment or pay for any tendered Shares. See "The Offer—Section 14—Conditions of the Offer."

Antitrust. Under the HSR Act and the rules that have been promulgated thereunder by the Federal Trade Commission (the "FTC"), certain acquisition transactions may not be consummated unless certain information has been furnished to the Antitrust Division of the Department of Justice (the "Antitrust Division") and the FTC and certain waiting period requirements have been satisfied. The purchase of Shares pursuant to the Offer is subject to such requirements.

Pursuant to the requirements of the HSR Act, we plan to file a Notification and Report Form with respect to the Offer with the Antitrust Division and the FTC as soon as reasonably practicable after the date hereof. The waiting period applicable to the purchase of Shares pursuant to the Offer will expire at 11:59 p.m., New York City time, fifteen (15) days following such filing, unless such 15th day is a Saturday, Sunday or other legal public holiday, in which case the waiting period will expire at 11:59 p.m., New York City time, on the next regular business day. However, before such time, the Antitrust Division or the FTC may extend the waiting period by requesting additional information or documentary material relevant to the Offer from us. If such a request is made, the waiting period will be extended until 11:59 p.m., New York City time, ten (10) days after our substantial compliance with such request. Thereafter, such waiting period can be extended or the Offer enjoined only by court order. We will also comply with any antitrust clearance filing requirements imposed in foreign jurisdictions.

Shares will not be accepted for payment or paid for pursuant to the Offer until the expiration or earlier termination of the applicable waiting periods under the HSR Act or foreign law. See "The Offer—Section 14—Conditions of the Offer." Subject to certain circumstances described in "The Offer—Section 14—Conditions of the Offer," any extension of the waiting period will not give rise to any withdrawal rights not otherwise provided for by applicable law. If our acquisition of Shares is delayed pursuant to a request by the Antitrust Division or the FTC for additional information or documentary material pursuant to the HSR Act, or by any other antitrust regulator, the Offer may, but need not, be extended.

At any time before or after the consummation of any such transactions, the Antitrust Division or the FTC could take such action under the antitrust laws as it deems necessary or desirable in the public interest, including seeking to enjoin the purchase of Shares pursuant to the Offer or seeking divestiture of the Shares so acquired or divestiture of our or JOSB's substantial assets. Private parties and individual states may also bring legal action under the antitrust laws. There can be no assurance that a challenge to the Offer on antitrust grounds will not be made, or if such a challenge is made, what the result will be. See "The Offer—Section 14—Conditions of the Offer" for certain conditions to the Offer, including conditions with respect to litigation and certain governmental actions. Shares will not be accepted for payment or paid for pursuant to the Offer if, before or after the expiration of the applicable waiting period under the HSR Act, the Antitrust Division, the FTC, a state, or a private party has commenced or threatens to commence an action or proceeding against the Offer or Proposed

Merger as a result of which any of the conditions described in "The Offer—Section 14—Conditions of the Offer" would not be satisfied.

If the Antitrust Division, the FTC, a state or a private party raises antitrust concerns in connection with the Offer, MW and the Purchaser, at their discretion, may engage in negotiations with the relevant governmental agency or party concerning possible means of addressing these issues and may delay consummation of the Offer or the Proposed Merger while such discussions are ongoing.

Appraisal Rights. You do not have appraisal rights as a result of the Offer. However, if the Proposed Merger is consummated, stockholders of JOSB who do not tender their Shares in the Offer, continue to hold Shares at the time of consummation of the Proposed Merger, neither vote in favor of the Proposed Merger nor consent thereto in writing and who otherwise comply with the applicable statutory procedures under Section 262 of the DGCL will be entitled to receive a judicial determination of the fair value of their Shares (exclusive of any element of value arising from the accomplishment or expectation of such merger) and to receive payment of such fair value in cash, together with a fair rate of interest, if any (all such Shares, collectively, the "Dissenting Shares"). Since appraisal rights are not available in connection with the Offer, no demand for appraisal under Section 262 of the DGCL may be made at this time. Any such judicial determination of the fair value of the Dissenting Shares could be based upon considerations other than or in addition to the price paid in the Offer and the market value of the Shares. Stockholders should recognize that the value so determined could be higher or lower than, or the same as, the price per Share paid pursuant to the Offer or the consideration paid in the Proposed Merger. Moreover, we may argue in an appraisal proceeding that, for purposes of such a proceeding, the fair value of the Dissenting Shares is less than the price paid in the Offer.

If any holder of Shares who demands appraisal under Section 262 of the DGCL fails to perfect, or effectively withdraws or loses, its, his or her rights to appraisal as provided in the DGCL, the Shares of such stockholder will be converted into the right to receive the price per Share paid in the Proposed Merger. A stockholder may withdraw his demand for appraisal by delivering to us a written withdrawal of his demand for appraisal and acceptance of the Proposed Merger.

Failure to follow the steps required by Section 262 of the DGCL for perfecting appraisal rights may result in the loss of such rights. We recommend that any JOSB stockholders wishing to pursue appraisal rights with respect to the Proposed Merger consult their legal advisors.

Any merger or other similar business combination with JOSB would also have to comply with any applicable U.S. federal law. In particular, unless the Shares were deregistered under the Exchange Act prior to such transaction, if such merger or other business combination were consummated more than one year after termination of the Offer or did not provide for stockholders to receive cash for their Shares in an amount at least equal to the price paid in the Offer, we may be required to comply with Rule 13e-3 under the Exchange Act. If applicable, Rule 13e-3 would require, among other things, that certain financial information concerning JOSB and certain information relating to the fairness of the proposed transaction and the consideration offered to minority stockholders in such a transaction be filed with the SEC and distributed to such stockholders prior to consummation of the transaction.

16. Legal Proceedings.

We are not aware of any legal proceedings relating to this Offer to Purchase.

17. Fees and Expenses.

J.P. Morgan and BofA Merrill Lynch are acting as our financial advisors and as Dealer Managers in connection with the Offer and will receive customary fees in connection with this engagement. We have agreed to reimburse the Dealer Managers for reasonable out-of-pocket expenses incurred in

connection with the Offer and to indemnify the Dealer Managers against certain liabilities, including certain liabilities under the U.S. federal securities laws.

We have retained MacKenzie Partners, Inc. to act as the Information Agent and American Stock Transfer & Trust Company, LLC to act as the Depositary in connection with the Offer. The Information Agent may contact holders of Shares by mail, telephone, telex, telegraph and personal interviews and may request brokers, dealers, banks, trust companies and other nominees to forward materials relating to the Offer to beneficial owners. The Information Agent and the Depositary each will receive reasonable and customary compensation for their respective services, will be reimbursed for certain reasonable out-of-pocket expenses, and will be indemnified against certain liabilities in connection therewith, including certain liabilities under the U.S. federal securities laws.

We will not pay any fees or commissions to any broker or dealer or any other person (other than the Dealer Managers, the Information Agent and the Depositary) for soliciting tenders of Shares pursuant to the Offer. Brokers, dealers, banks, trust companies and other nominees will, upon request, be reimbursed by us for reasonable and necessary costs and expenses incurred by them in forwarding materials to their customers.

18. Miscellaneous.

The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Shares in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the laws of such jurisdiction. However, we may, in our sole discretion, take such action as we may deem necessary to make the Offer in any such jurisdiction and extend the Offer to holders of Shares in such jurisdiction.

No person has been authorized to give any information or make any representation on behalf of MW or the Purchaser not contained in this Offer to Purchase or in the Letter of Transmittal and, if given or made, such information or representation must not be relied upon as having been authorized.

We have filed with the SEC a Tender Offer Statement on Schedule TO, together with exhibits, pursuant to Rule 14d-3 under the Exchange Act, furnishing certain additional information with respect to the Offer. The Schedule TO and any amendments thereto, including exhibits, may be examined and copies may be obtained from the offices of the SEC in the manner described in "The Offer—Section 9—Certain Information Concerning the Purchaser and MW" of this Offer to Purchase.

Java Corp.

January 6, 2014

SCHEDULE I

DIRECTORS AND EXECUTIVE OFFICERS OF MW AND THE PURCHASER

DIRECTORS AND EXECUTIVE OFFICERS OF MW

The name, current principal occupation or employment, and material occupations, positions, offices or employment for the past five (5) years of each director and executive officer of MW are set forth below. The business address of each director and officer is care of The Men's Wearhouse, Inc., 6380 Rogerdale Road, Houston, Texas 77072-1624. Unless otherwise indicated, each occupation set forth opposite an individual's name refers to employment with MW. None of the directors and officers of MW listed below has, during the past five (5) years, (i) been convicted in a criminal proceeding or (ii) been a party to any judicial or administrative proceeding that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, U.S. federal or state securities laws, or a finding of any violation of U.S. federal or state securities laws. All directors and officers listed are citizens of the United States.

BOARD OF DIRECTORS

<u>Name</u>	<u>Current Principal Occupation or Employment and Five-Year Employment History</u>
Douglas S. Ewert	President and Chief Executive Officer since June 15, 2011. Prior thereto, President and Chief Operating Officer from January 2008; prior thereto, Chief Operating Officer and Executive Vice President from January 2005.
David H. Edwab	Vice Chairman of the Board since 2002. "Inactive" Certified Public Accountant; Director of New York & Company, Inc., where he serves as chairman of their nomination and governance committee and is on their audit committee; Director of Vitamin Shoppe, Inc., where he serves as lead director, is on their audit committee and is chairman of their compensation committee.
B. Michael Becker	Independent Director. "Inactive" Certified Public Accountant; Director at Vitamin Shoppe, Inc. since January 2008 where he serves as chairman of its audit committee and is on their compensation committee; Audit Partner for Ernst & Young LLP from 1979 until his retirement in 2006; Senior Consultant on airline risks to Pay Pal, Inc. from August 2008 to November 2009.
Rinaldo S. Brutoco	Independent Director. Since 2000, President and Chief Executive Officer of ShangriLa Consulting, Inc., which is affiliated with the ShangriLa Group, a privately held consulting and merchant banking concern; founder, President and Chief Executive Officer of the World Business Academy; has authored multiple books and articles on energy policy and innovation.
Deepak Chopra, M.D.	Independent Director. Chairman and founder of The Chopra Center for Well Being, and the Chopra Foundation; author of more than 75 books in the fiction and non-fiction categories; Fellow of the American College of Physicians and a member of the American Association of Clinical Endocrinologists; Adjunct Professor at Kellogg School of Management, Adjunct Professor at Columbia Business School, Columbia University, and Senior Scientist with The Gallup Organization.

<u>Name</u>	<u>Current Principal Occupation or Employment and Five-Year Employment History</u>
Grace Nichols	Independent Director. Director of New York & Company, Inc., where she serves as non-executive chairperson and is on the nomination and governance committee and the compensation committee; Director of Pacific Sunwear of California Inc. from 2007 to March 20, 2012; holds a Professional Director Certification from the American College of Corporate Directors, a national public director and credentialing organization.
Allen I. Questrom	Independent Director. Senior Advisor for Lee Equity Partners since 2006; Member of the Board of Directors of Sotheby's and the Glazer Family of Companies; until 2013, Director of Foot Locker, Inc.; until 2010, Director of Wal-Mart Stores, Inc. and non-executive chairman of Deb Shops, Inc.
Michael L. Ray, Ph.D.	Independent Director. Faculty at Stanford University since 1967; currently the John G. McCoy—Banc One Corporation Professor of Creativity and Innovation and of Marketing, Emeritus at Stanford University's Graduate School of Business; social psychologist with training and extensive experience in advertising and marketing management and in developing innovative organizations; served as a private consultant to numerous companies since 1967; authored over 100 professional publications, including ten books, in the areas of business and psychological research methods, marketing communication, new paradigm business, creativity, and innovation.
William B. Sechrest	Independent Director. Actively involved as a founding shareholder and member of the Board of Directors of Ojai Community Bank and Ojai Energy Systems, Inc. (energy storage through patented Li-Ion technologies) and the Chief Financial Officer of Ojai Energy Systems, Inc.; Member of the American College of Real Estate Lawyers.
Sheldon I. Stein	Independent Director. President and Chief Executive Officer of Glazer's Distributors, one of the country's largest distributors of wine, spirits, and malt products; from 2008 until July 2010, Vice Chairman of Global Investment Banking and Head of Southwest Investment Banking for Bank of America, Merrill Lynch; Director of Alon USA Partners, LP, where he serves on the audit committee; Director of Tuesday Morning Corporation from September 2011 until May 31, 2012.

EXECUTIVE OFFICERS

<u>Name</u>	<u>Current Principal Occupation or Employment and Five-Year Employment History</u>
Douglas S. Ewert	President and Chief Executive Officer since June 15, 2011. Prior thereto, President and Chief Operating Officer from January 2008; prior thereto Chief Operating Officer and Executive Vice President from January 2005.
David H. Edwab	Vice Chairman of the Board since 2002. "Inactive" Certified Public Accountant; Director of New York & Company, Inc., where he serves as chairman of their nomination and governance committee and is on their audit committee; Director of Vitamin Shoppe, Inc., where he serves as lead director, is on their audit committee and is chairman of their compensation committee.

<u>Name</u>	<u>Current Principal Occupation or Employment and Five-Year Employment History</u>
Mary Beth Blake	Executive Vice President and Chief Merchandising Officer since April 2013. Prior thereto, Executive Vice President—Business Development from February 2013; Chief Merchandising Officer of K&G Men's Company Inc., a wholly owned subsidiary of MW since May 2008 and President since November 2008.
Jamie Bragg	Executive Vice President—Distribution since March 2011. Prior thereto, Senior Vice President—Tuxedo Distribution from April 2007.
Charles Bresler, Ph.D.	Executive Vice President since March 2011. Prior thereto, Executive Vice President—Marketing and Human Resources from January 26, 2008.
Gary G. Ckudre	Executive Vice President and Chief Compliance Officer since March 2011. Prior thereto, Executive Vice President—Distribution, Logistics, Tuxedo Operations and Chief Compliance Officer from April 1, 2008.
Kelly M. Dilts	Senior Vice President—Chief Accounting Officer and Principal Accounting Officer since August 1, 2012. Prior thereto, Vice President—Finance & Accounting from March 2007; prior thereto, Associate Vice President—Finance & Accounting from March 2003.
Jon W. Kimmins	Executive Vice President, Chief Financial Officer, Treasurer and Principal Financial Officer since April 2013. Prior thereto, Executive Vice President—Finance and Operations of LF-USA, Inc., a division of Li & Fung Limited, a wholesaler of apparel, footwear and fashion accessories, from April 2008.
Susan G. Neal	Executive Vice President—Marketing, E-Commerce and Digital Technology since September 2011. Prior thereto, Senior Vice President, E-commerce and Digital Strategies from September 2010; prior thereto, Vice President, E-Commerce and Business Development at The Gymboree Corporation from July 1994 to April 2008.
Mark Neutze	Executive Vice President—Store Operations since 2011. Prior thereto, Executive Vice President—U.S. Store Operations from March 2010; prior thereto, Senior Vice President—Stores from April 2007.
Scott Norris	Executive Vice President—Merchandising since March 2011. Prior thereto, Senior Vice President and General Merchandise Manager from April 2006.
William C. Silveira	Executive Vice President—Manufacturing since March 2005.
Carole L. Souvenir	Chief Legal Officer and Executive Vice President—Employee Relations since August 2006.
Diana M. Wilson	Executive Vice President—Finance & Accounting since April 4, 2013. Prior thereto, Executive Vice President, Interim Chief Financial Officer, Treasurer and Principal Financial Officer from August 1, 2012; prior thereto, Executive Vice President—Chief Accounting Officer and Principal Accounting Officer from June 2012; prior thereto, Senior Vice President—Chief Accounting Officer and Principal Accounting Officer from April 2006.

DIRECTORS AND EXECUTIVE OFFICERS OF THE PURCHASER

The name, current principal occupation or employment, and material occupations, positions, offices or employment for the past five (5) years of each director and executive officer of the Purchaser are set forth below. The business address of each director and officer is care of The Men's Wearhouse, Inc., 6380 Rogerdale Road, Houston, Texas 77072-1624. Unless otherwise indicated, each occupation set forth opposite an individual's name refers to employment with the Purchaser. None of the directors and officers of the Purchaser listed below has, during the past five (5) years, (i) been convicted in a criminal proceeding or (ii) been a party to any judicial or administrative proceeding that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, U.S. federal or state securities laws, or a finding of any violation of U.S. federal or state securities laws. All directors and officers listed are citizens of the United States.

BOARD OF DIRECTORS

<u>Name</u>	<u>Current Principal Occupation or Employment and Five-Year Employment History</u>
Douglas S. Ewert	President and Chief Executive Officer of MW since June 15, 2011. Prior thereto, President and Chief Operating Officer of MW from January 2008; prior thereto Chief Operating Officer and Executive Vice President of MW from January 2005.
David H. Edwab	"Inactive" Certified Public Accountant. Director of New York & Company, Inc., where he serves as chairman of their nomination and governance committee and is on their audit committee; Director of Vitamin Shoppe, Inc., where he serves as lead director, is on their audit committee and is chairman of their compensation committee.
Jon W. Kimmins	Executive Vice President, Chief Financial Officer, Treasurer and Principal Financial Officer of MW since April 2013. Prior thereto, Executive Vice President—Finance and Operations of LF-USA, Inc., a division of Li & Fung Limited, a wholesaler of apparel, footwear and fashion accessories, from April 2008.

EXECUTIVE OFFICERS

<u>Name</u>	<u>Current Principal Occupation or Employment and Five-Year Employment History</u>
Douglas S. Ewert	President and Chief Executive Officer. President and Chief Executive Officer of MW since June 15, 2011; prior thereto, President and Chief Operating Officer of MW from January 2008; prior thereto Chief Operating Officer and Executive Vice President of MW from January 2005.
David H. Edwab	Vice Chairman of the Board. Vice Chairman of the Board of MW since 2002; "inactive" Certified Public Accountant; Director of New York & Company, Inc., where he serves as chairman of their nomination and governance committee and is on their audit committee; Director of Vitamin Shoppe, Inc., where he serves as lead director, is on their audit committee and is chairman of their compensation committee.

<u>Name</u>	<u>Current Principal Occupation or Employment and Five-Year Employment History</u>
Jon W. Kimmins	Executive Vice President, Treasurer and Chief Financial Officer. Executive Vice President, Chief Financial Officer, Treasurer and Principal Financial Officer of MW since April 2013; prior thereto, Executive Vice President—Finance and Operations of LF-USA, Inc., a division of Li & Fung Limited, a wholesaler of apparel, footwear and fashion accessories, from April 2008.
Diana M. Wilson	Executive Vice President—Finance and Accounting. Executive Vice President—Finance & Accounting of MW since April 4, 2013; prior thereto, Executive Vice President, Interim Chief Financial Officer, Treasurer and Principal Financial Officer of MW from August 1, 2012; prior thereto, Executive Vice President—Chief Accounting Officer and Principal Accounting Officer of MW from June 2012; prior thereto, Senior Vice President—Chief Accounting Officer and Principal Accounting Officer of MW from April 2006.
Carole L. Souvenir	Executive Vice President, Chief Legal Officer and Assistant Secretary. Chief Legal Officer and Executive Vice President—Employee Relations of MW since August 2006.
Kelly M. Dils	Senior Vice President and Chief Accounting Officer. Senior Vice President—Chief Accounting Officer and Principal Accounting Officer of MW since August 1, 2012; prior thereto, Vice President—Finance & Accounting of MW from March 2007; prior thereto, Associate Vice President—Finance & Accounting of MW from March 2003.
Michael W. Conlon	Vice President and Secretary. Secretary to the Board of Directors of MW; independent contractor Of Counsel to Fulbright & Jaworski L.L.P. during 2013; prior thereto, retired as a partner of the law firm, Fulbright & Jaworski L.L.P., in January 2012 after 40 years with the firm, including serving as partner-in-charge of the firm's Houston office from 2007 to 2011 and co-partner-in-charge from 2001 to 2007.
Laura Ann Smith	Vice President and Assistant Secretary. Vice President—Corporate Compliance and Assistant Secretary of MW since January 2011; prior thereto, associate with Fulbright & Jaworski L.L.P. from March 1997 until December 2010.
Claudia A. Pruitt	Senior Vice President, Assistant Treasurer and Assistant Secretary. Senior Vice President—Specialized Services, Assistant Treasurer and Assistant Secretary of MW; prior thereto Vice President—Specialized Services, Assistant Secretary and Assistant Treasurer of MW from August 2012, Vice President—Corporate Tax & Administrative Services and Assistant Secretary of MW from June 2011 and Vice President—Human Resources & Tax and Assistant Secretary of MW from April 2007; Certified Public Accountant.

The Depositary for the Offer is:

If delivering by mail:

American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
P.O. Box 2042
New York, New York 10272-2042

If delivering by hand or courier:

American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

Questions or requests for assistance may be directed to the Information Agent and the Dealer Manager at their telephone numbers, addresses and/or email addresses set forth below. Requests for copies of this Offer to Purchase, the related Letter of Transmittal, the Notice of Guaranteed Delivery and all other related materials may be directed to the Information Agent or brokers, dealers, commercial banks and trust companies, and copies will be furnished promptly at Purchaser's expense. Stockholders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:



105 Madison Avenue
New York, New York 10016
Call Collect: (212) 929-5500

or

CALL TOLL-FREE: (800) 322-2885
Email: tenderoffer@mackenziepartners.com

The Dealer Managers for the Offer are:

J.P. Morgan

383 Madison Avenue
New York, New York 10179
(212) 270-6000

BofA Merrill Lynch

Bank of America Tower
One Bryant Park
New York, New York 10036
(888) 803-9655 (Toll Free)

QuickLinks

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LETTER OF TRANSMITTAL
To Tender Shares of Common Stock
(Including the Associated Preferred Share Purchase Rights)
of
Jos. A. Bank Clothiers, Inc.
Pursuant to the Offer to Purchase
dated January 6, 2014
of
Java Corp.
A Wholly Owned Subsidiary of
The Men's Wearhouse, Inc.
THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON
MARCH 28, 2014, UNLESS THE OFFER IS EXTENDED.

The undersigned represents that I (we) have full authority to surrender without restriction the certificate(s) for exchange. You are hereby authorized and instructed to prepare in the name of and deliver to the address indicated below (unless otherwise instructed in the boxes on the following page) a check representing a cash payment for shares tendered pursuant to this Letter of Transmittal. Such cash payment shall equal \$57.50 per share of common stock tendered.

Mail or deliver this Letter of Transmittal, or a facsimile, together with the certificate(s) representing your shares, to the Depositary for this Offer:



By Mail:

American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
P.O. Box 2042
New York, New York 10272-2042

By Courier:

American Stock Transfer & Trust Company, LLC Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

ALL QUESTIONS REGARDING THE OFFER SHOULD BE DIRECTED TO THE INFORMATION AGENT, MACKENZIE PARTNERS, INC., OR TO THE DEALER MANAGERS, J.P. MORGAN SECURITIES LLC AND MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, AT THEIR RESPECTIVE ADDRESSES AND TELEPHONE NUMBERS AS SET FORTH ON THE BACK COVER PAGE OF THE OFFER TO PURCHASE.

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE FOR THE DEPOSITARY WILL NOT CONSTITUTE A VALID DELIVERY.

THIS LETTER OF TRANSMITTAL AND THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

DESCRIPTION OF SHARES TENDERED		
Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank, exactly as name(s) appear(s) on Share certificate(s). If there is any error in the name or address shown below, please make the necessary corrections.)		
		Shares Tendered (Attach additional list if necessary)
Certificate Number(s)*	Total Number of Shares Represented by Certificate(s)*	Number of Shares Tendered**

Total Shares

* Need not be completed by stockholders tendering by book-entry transfer.
** Unless otherwise indicated, it will be assumed that all Shares represented by any certificates delivered to the Depositary are being tendered. See Instruction 4.

THE UNDERSIGNED TENDERS ALL UNCERTIFICATED SHARES (INCLUDING THE ASSOCIATED PREFERRED SHARE PURCHASE RIGHTS) THAT MAY BE HELD IN THE NAME OF THE REGISTERED HOLDER(S) BY THE TRANSFER AGENT.

☐ YES

☐ NO

Note: If you do not check either of the boxes above, uncertificated Shares, if any, held in the name of the registered holder(s) by the transfer agent will not be tendered.

This Letter of Transmittal is to be used if certificates are to be forwarded herewith or, unless an Agent's Message (as defined in the Offer to Purchase) is utilized, if delivery of Shares (as defined below) is to be made by book-entry transfer to the Depositary's account at The Depositary Trust Company (the "Book-Entry Transfer Facility"), pursuant to the procedures set forth in Section 3 of the Offer to Purchase.

Holders of outstanding shares of common stock, par value \$0.01 per share (together with the associated preferred share purchase rights, the "Shares"), of Jos. A. Bank Clothiers, Inc., whose certificates for such Shares are not immediately available or who cannot deliver such certificates and all other required documents to the Depositary on or prior to the expiration of the offer, or who cannot complete the procedure for book-entry transfer on a timely basis, must tender their Shares according to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. See Instruction 2. Delivery of documents to the Book-Entry Transfer Facility does not constitute delivery to the Depositary.

**NOTE: SIGNATURES MUST BE PROVIDED BELOW
PLEASE READ ACCOMPANYING INSTRUCTIONS CAREFULLY**

☐ CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE DEPOSITARY'S ACCOUNT AT THE BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING:

Name of Tendering Institution _____

Account Number _____

Transaction Code Number _____

☐ CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING:

Name(s) of Tendering Stockholder(s) _____

Date of Execution of Notice of Guaranteed Delivery _____

Name of Institution that Guaranteed Delivery _____

If delivery is by book-entry transfer:

Name of Tendering Institution _____

Account Number _____

Transaction Code Number _____

Ladies and Gentlemen:

The undersigned hereby tenders to Java Corp. (the "Purchaser"), a Delaware corporation and a wholly owned subsidiary of The Men's Wearhouse, Inc., a Texas corporation ("MW"), the above-described shares of common stock, par value \$0.01 per share (together with the associated preferred share purchase rights, the "Shares"), of Jos. A. Bank Clothiers, Inc., a Delaware corporation ("JOSB"), pursuant to the Purchaser's offer to purchase all outstanding Shares at a price of \$57.50 per Share, net to the seller in cash, without interest and less any required withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase dated January 6, 2014, receipt of which is hereby acknowledged, and in this Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer"). The Offer expires at 5:00 P.M., New York City time, on March 28, 2014, unless extended as described in the Offer to Purchase (as extended, the "Expiration Date"). The Purchaser reserves the right to transfer or assign, in whole or from time to time in part, to one or more of its affiliates the right to purchase Shares tendered pursuant to the Offer, but any such transfer or assignment will not relieve the Purchaser of its obligations under the Offer or prejudice your rights to receive payment for Shares validly tendered and accepted for payment.

Upon the terms and subject to the conditions of the Offer and effective upon acceptance for payment of and payment for the Shares tendered herewith, the undersigned hereby sells, assigns and transfers to, or upon the order of, the Purchaser all right, title and interest in and to all the Shares that are being tendered hereby (and any and all other Shares or other securities issued or issuable in respect thereof on or after the commencement of the Offer and appoints the Depository the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares (and all such other Shares or securities), with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (i) deliver certificates for such Shares (and all such other Shares or securities), or transfer ownership of such Shares (and all such other Shares or securities) on the account books maintained by The Depository Trust Company (the "Book-Entry Transfer Facility"), together, in any such case, with all accompanying evidences of transfer and authenticity, to or upon the order of the Purchaser, (ii) present such Shares (and all such other Shares or securities) for transfer on the books of JOSB, and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares (and all such other Shares or securities), all in accordance with the terms of the Offer.

The undersigned hereby irrevocably appoints the Purchaser and its officers, and each of them, and any other designees of the Purchaser, the attorneys and proxies of the undersigned, each with full power of substitution, to exercise all voting and other rights of the undersigned in such manner as each such attorney and proxy or its, his or her substitute shall in its, his or her sole discretion deem proper, with respect to all of the Shares tendered hereby which have been accepted for payment by the Purchaser prior to the time of any vote or other action (and any and all other Shares or other securities issued or issuable in respect thereof on or after the commencement of the Offer, at any meeting of stockholders of JOSB (whether annual or special and whether or not an adjourned meeting), or otherwise. This proxy is irrevocable and is granted in consideration of, and is effective upon, the acceptance for payment of such Shares by the Purchaser in accordance with the terms of the Offer. Such acceptance for payment shall revoke any other proxy granted by the undersigned at any time with respect to such Shares (and all such other Shares or securities), and no subsequent proxies will be given by the undersigned (and if given, will not be deemed to be effective). This proxy will be governed by and construed in accordance with the laws of the State of Delaware and applicable federal securities laws.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares tendered herein (and any and all other Shares or other securities issued or issuable in respect thereof on or after the commencement of the Offer and that

when the same are accepted for payment by the Purchaser, the Purchaser will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claims.

The undersigned will, upon request, execute and deliver any additional documents deemed by the Depositary or the Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby (and all such other Shares or securities).

All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned. Except as stated in the Offer, this tender is irrevocable.

The undersigned understands that tenders of Shares pursuant to any one of the procedures described in Section 3 of the Offer to Purchase and in the instructions hereto will constitute an agreement between the undersigned and the Purchaser upon the terms and subject to the conditions of the Offer.

Unless otherwise indicated under "Special Payment Instructions," please issue the check for the purchase price of any Shares purchased, and return any Shares not tendered or not purchased, in the name(s) of the undersigned (and, in the case of Shares tendered by book-entry transfer, by credit to the account at the Book-Entry Transfer Facility). Similarly, unless otherwise indicated under "Special Delivery Instructions," please mail the check for the purchase price of any Shares purchased and any certificates for Shares not tendered or not purchased (and accompanying documents, as appropriate) to the undersigned at the address shown below the undersigned's signature(s). In the event that both "Special Payment Instructions" and "Special Delivery Instructions" are completed, please issue the check for the purchase price of any Shares purchased and return any Shares not tendered or not purchased in the name(s) of, and mail said check and any certificates to, the person(s) so indicated. The undersigned recognizes that the Purchaser has no obligation, pursuant to the "Special Payment Instructions," to transfer any Shares from the name of the registered holder(s) thereof if the Purchaser does not accept for payment any of the Shares so tendered.

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 1, 6, 7 and 8)

To be completed ONLY if the check for the purchase price of Shares purchased (less any required withholding taxes) or certificates for Shares not tendered or not purchased are to be issued in the name of someone other than the undersigned.

Issue ☐ check ☐ certificates to:

Name _____
(Please Print)

Address _____

(Zip Code)

Taxpayer Identification Number

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 6, 7 and 8)

To be completed ONLY if the check for the purchase price of Shares purchased (less any required withholding taxes) or certificates for Shares not tendered or not purchased are to be mailed to someone other than the undersigned or to the undersigned at an address other than that shown below the undersigned's signature(s).

Mail ☐ check ☐ certificates to:

Name _____
(Please Print)

Address _____

(Zip Code)

SIGN HERE
(PLEASE COMPLETE ENCLOSED FORM W-9)

(Signature(s) of Stockholder(s))

Dated _____, 2014

Name(s) _____
(Please Print)

Capacity (Full Title) _____

Address _____

(Zip Code)

Area Code and Telephone Number _____

(Must be signed by registered holder(s) exactly as name(s) appear(s) on stock certificate(s) or on a security position listing or by person(s) authorized to become registered holder(s) by certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5.)

Guarantee of Signature(s)
(If required; see Instructions 1 and 5)
(For use by Eligible Institutions only.
Place medallion guarantee in space below)

Name of Firm _____

Address _____

(Zip Code)

Authorized Signature _____

Name _____
(Please Print)

Area Code and Telephone Number _____

Dated _____, 2014

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(ii)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

INSTRUCTIONS
Forming Part of the Terms and Conditions of the Offer

1. *Guarantee of Signatures.* Except as otherwise provided below, all signatures on this Letter of Transmittal must be guaranteed by a financial institution (including most banks, savings and loan associations and brokerage houses) that is a member of a recognized Medallion Program approved by The Securities Transfer Association, Inc., including the Securities Transfer Agents Medallion Program (STAMP), the Stock Exchange Medallion Program (SEMP) and the New York Stock Exchange Medallion Signature Program (MSP) or any other "eligible guarantor institution" (as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended) (each an "Eligible Institution"). Signatures on this Letter of Transmittal need not be guaranteed (i) if this Letter of Transmittal is signed by the registered holder(s) of the Shares (which term, for purposes of this document, shall include any participant in the Book-Entry Transfer Facility whose name appears on a security position listing as the owner of Shares) tendered herewith and such holder(s) has not completed the box entitled "Special Payment Instructions" or "Special Delivery Instructions" on this Letter of Transmittal or (ii) if such Shares are tendered for the account of an Eligible Institution. See Instruction 5.

2. *Delivery of Letter of Transmittal and Shares.* This Letter of Transmittal is to be used either if certificates are to be forwarded herewith or, unless an Agent's Message is utilized, if delivery of Shares is to be made by book-entry transfer pursuant to the procedures set forth in Section 3 of the Offer to Purchase. Certificates for all physically delivered Shares, or a confirmation of a book-entry transfer into the Depositary's account at the Book-Entry Transfer Facility of all Shares delivered electronically, as well as a properly completed and duly executed Letter of Transmittal (or facsimile thereof or, in the case of a book-entry transfer, an Agent's Message) and any other documents required by this Letter of Transmittal, must be received by the Depositary at one of its addresses set forth on the front page of this Letter of Transmittal by the Expiration Date. Stockholders who cannot deliver their Shares and all other required documents to the Depositary by the Expiration Date must tender their Shares pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Pursuant to such procedure: (i) such tender must be made by or through an Eligible Institution, (ii) a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form provided by the Purchaser must be received by the Depositary by the Expiration Date, and (iii) the certificates for all physically delivered Shares, or a confirmation of a book-entry transfer into the Depositary's account at the Book-Entry Transfer Facility of all Shares delivered electronically, as well as a properly completed and duly executed Letter of Transmittal (or facsimile thereof or, in the case of a book-entry delivery, an Agent's Message) and any other documents required by this Letter of Transmittal, must be received by the Depositary within three NASDAQ Global Select Stock Market trading days after the date of execution of such Notice of Guaranteed Delivery, all as provided in Section 3 of the Offer to Purchase.

The method of delivery of Shares, this Letter of Transmittal and all other required documents, including through the Book-Entry Transfer Facility, is at the sole option and risk of the tendering stockholder, and delivery of the Shares will be deemed made only when actually received by the Depositary (including, in the case of a book-entry transfer, by book-entry confirmation). If certificates for Shares are sent by mail, we recommend registered mail with return receipt requested, properly insured, in time to be received on or prior to the Expiration Date.

No alternative, conditional or contingent tenders will be accepted, and no fractional Shares will be purchased. By executing this Letter of Transmittal (or facsimile thereof), the tendering stockholder waives any right to receive any notice of the acceptance for payment of the Shares.

3. *Inadequate Space.* If the space provided herein is inadequate, the certificate numbers and/or the number of Shares should be listed on a separate schedule attached hereto.

4. *Partial Tenders (not applicable to stockholders who tender by book-entry transfer).* If fewer than all the Shares represented by any certificate delivered to the Depositary are to be tendered, fill in the number of Shares which are to be tendered in the box entitled "Number of Shares Tendered." In such case, a new certificate for the remainder of the Shares represented by the old certificate will be issued and sent to the person(s) signing this Letter of Transmittal, unless otherwise provided in the boxes entitled "Special Payment Instructions" or "Special Delivery Instructions," as the case may be, on this Letter of Transmittal, as promptly as practicable following the expiration or termination of the Offer. All Shares represented by certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. *Signatures on Letter of Transmittal; Stock Powers and Endorsements.* If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the certificates without alteration, enlargement or any change whatsoever.

If any of the Shares tendered hereby is held of record by two or more persons, all such persons must sign this Letter of Transmittal.

If any of the Shares tendered hereby are registered in different names on different certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of certificates.

If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, no endorsements of certificates or separate stock powers are required unless payment of the purchase price is to be made, or Shares not tendered or not purchased are to be returned, in the name of any person other than the registered holder(s). Signatures on any such certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Shares tendered hereby, certificates must be endorsed or accompanied by appropriate stock powers, in either case, signed exactly as the name(s) of the registered holder(s) appear(s) on the certificates for such Shares. Signature(s) on any such certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal or any certificate or stock power is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to the Purchaser of the authority of such person so to act must be submitted.

6. *Stock Transfer Taxes.* The Purchaser will pay any stock transfer taxes with respect to the sale and transfer of any Shares to it or its order pursuant to the Offer. If, however, payment of the purchase price is to be made to, or Shares not tendered or not purchased are to be returned in the name of, any person other than the registered holder(s), or if a transfer tax is imposed for any reason other than the sale or transfer of Shares to the Purchaser pursuant to the Offer, then the amount of any stock transfer taxes (whether imposed on the registered holder(s), such other person or otherwise) will be deducted from the purchase price unless satisfactory evidence of the payment of such taxes, or exemption therefrom, is submitted herewith.

7. *Special Payment and Delivery Instructions.* If the check for the purchase price of any Shares purchased is to be issued, or any Shares not tendered or not purchased are to be returned, in the name of a person other than the person(s) signing this Letter of Transmittal or if the check or any certificates for Shares not tendered or not purchased are to be mailed to someone other than the person(s) signing this Letter of Transmittal or to the person(s) signing this Letter of Transmittal at an address other than that shown above, the appropriate boxes on this Letter of Transmittal should be completed. Stockholders tendering Shares by book-entry transfer may request that Shares not purchased be

credited to such account at the Book-Entry Transfer Facility as such stockholder may designate under "Special Payment Instructions." If no such instructions are given, any such Shares not purchased will be returned by crediting the account at the Book-Entry Transfer Facility designated above.

8. Tax Information. Payments made to certain stockholders pursuant to the Offer may be subject to backup withholding. To avoid backup withholding, each U.S. Holder (as defined in the Offer to Purchase), and, if applicable, each other payee, must provide the Depositary with such stockholder's or payee's correct taxpayer identification number and certify that such stockholder or payee is not subject to such backup withholding by completing the enclosed Form W-9. In general, if a stockholder or payee is an individual, the taxpayer identification number is the social security number of such individual. If the Depositary is not provided with the correct taxpayer identification number, the stockholder or payee may be subject to a \$50 penalty imposed by the Internal Revenue Service. Certain stockholders or payees (including, among others, all corporations and certain Non-U.S. Holders (as defined in the Offer to Purchase)) are not subject to these backup withholding and reporting requirements. In order to avoid backup withholding, a Non-U.S. Holder (as defined in the Offer to Purchase) should submit a properly completed Form W-8BEN (or other applicable IRS Form W-8), including certification of such holder's foreign status, and signed under penalty of perjury. Such certificates can be obtained from the Depositary or at <http://www.irs.gov>.

Failure to complete the enclosed Form W-9 or any other applicable form will not, by itself, cause Shares to be deemed invalidly tendered, but may require the Depositary to withhold 28% of the amount of any payments made pursuant to the Offer. Backup withholding is not an additional U.S. federal income tax. Rather, the U.S. federal income tax liability of a person subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained provided that the required information is furnished to the Internal Revenue Service. **We recommend that you consult your own tax advisor or the Depositary for further guidance regarding the completion of the enclosed Form W-9 or Form W-8BEN (or other applicable IRS Form W-8) to claim exemption from backup withholding.**

9. Mutilated, Lost, Stolen or Destroyed Certificates. If the certificate(s) representing Shares to be tendered have been mutilated, lost, stolen or destroyed, stockholders should (i) complete this Letter of Transmittal and (ii) contact JOSB's transfer agent, Continental Stock Transfer & Trust Company, immediately by calling (212) 509-4000. JOSB's transfer agent will provide such holder with all necessary forms and instructions to replace any such mutilated, lost, stolen or destroyed certificates. The stockholder may be required to post a bond as indemnity against any claim that may be made against it with respect to the certificate(s) alleged to have been mutilated, lost, stolen or destroyed. **The Depositary will not accept any Letter of Transmittal without the accompanying Shares. JOSB stockholders wishing to tender their certificates must first obtain replacement certificates from Continental Stock Transfer & Trust Company and present such replacement certificates to the Depositary with this Letter of Transmittal.**

10. *Requests for Assistance or Additional Copies.* Requests for assistance or additional copies of the Offer to Purchase and this Letter of Transmittal may be obtained from the Information Agent or the Dealer Managers at their respective addresses or telephone numbers set forth below.

The Information Agent for the Offer is:

105 Madison Avenue
New York, New York 10016

Call Collect: (212) 929-5500

or

Call Toll-Free: (800) 322-2885

Email: tenderoffer@mackenziepartners.com

The Dealer Managers for the Offer are:

J.P. Morgan

383 Madison Avenue
New York, New York 10179
(212) 270-6000

BofA Merrill Lynch

Bank of America Tower
One Bryant Park
New York, New York 10036
(888) 803-9655 (Toll Free)

QuickLinks

[Exhibit \(a\)\(1\)\(B\)](#)

[NOTE: SIGNATURES MUST BE PROVIDED BELOW PLEASE READ ACCOMPANYING INSTRUCTIONS CAREFULLY
INSTRUCTIONS Forming Part of the Terms and Conditions of the Offer](#)

[The Information Agent for the Offer is](#)

[The Dealer Managers for the Offer are](#)

NOTICE OF GUARANTEED DELIVERY

To Tender Shares of Common Stock
(Including the Associated Preferred Share Purchase Rights)
of

Jos. A. Bank Clothiers, Inc.

Pursuant to the Offer to Purchase
dated January 6, 2014 of

Java Corp.

a wholly owned subsidiary of

The Men's Wearhouse, Inc.

This form, or a substantially equivalent form, must be used to accept the Offer (as defined below) if the certificates for shares of common stock, par value \$0.01 per share, and the associated preferred share purchase rights, of Jos. A. Bank Clothiers, Inc. and any other documents required by the Letter of Transmittal cannot be delivered to the Depositary by the expiration of the Offer. Such form may be delivered or transmitted by telegram, telex, facsimile transmission or mail to the Depositary. See Section 3 of the Offer to Purchase.

The Depositary for the Offer is:

By Mail:

American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
P.O. Box 2042
New York, New York 10272-2042

By Courier:

American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

*By Facsimile Transmission:
(for Eligible Institutions only)
(718) 234-5001*

*Confirm Facsimile Transmission
By Telephone Only
(800) 248-6417 (Toll Free)
or (718) 921-8317*

**DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER
THAN AS SET FORTH ABOVE, OR TRANSMISSION OF INSTRUCTIONS VIA A FACSIMILE
NUMBER OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY.**

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an Eligible Institution under the instructions thereto, such signature guarantee must appear in the applicable space provided in the signature box on the Letter of Transmittal.

Ladies and Gentlemen:

The undersigned hereby tenders to Java Corp., a Delaware corporation and a wholly owned subsidiary of The Men's Wearhouse, Inc., a Texas corporation, upon the terms and subject to the conditions set forth in the Offer to Purchase dated January 6, 2014, and the related Letter of Transmittal that accompanies the Offer to Purchase (which, together with any amendments and supplements thereto, collectively constitute the "Offer"), receipt of which is hereby acknowledged, the number of shares indicated below of common stock, par value \$0.01 per share (together with the associated preferred share purchase rights, the "Shares"), of Jos. A. Bank Clothiers, Inc., a Delaware corporation, pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase.

Number of Shares Tendered

Certificate Numbers (if available)

If delivery will be by book-entry transfer:

Name of Tendering Institution

Account Number

SIGN HERE

(Signature(s))

(Name(s)) (Please Print)

(Addresses)

(Zip Code)

(Area Code and Telephone Number)

GUARANTEE (Not to be used for signature guarantee)

The undersigned, a firm which is a bank, broker, dealer, credit union, savings association or other entity which is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association Inc., including the Securities Transfer Agents Medallion Program (STAMP), the Stock Exchange Medallion Program (SEMP) and the New York Stock Exchange Medallion Signature Program (MSP) or any other "eligible guarantor institution" (as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended), guarantees (i) that the above named person(s) "own(s)" the Shares tendered hereby within the meaning of Rule 14e-4 under the Securities Exchange Act of 1934, as amended, (ii) that such tender of Shares complies with Rule 14e-4 and (iii) to deliver to the Depositary the Shares tendered hereby, together with a properly completed and duly executed Letter(s) of Transmittal (or facsimile(s) thereof) and certificates for the Shares to be tendered or an Agent's Message (as defined in the Offer to Purchase) in the case of a book-entry delivery, and any other required documents, all within three NASDAQ Global Select Stock Market trading days of the date hereof.

(Name of Firm)

(Address)

(Zip Code)

(Authorized Signature)

(Name)

(Area Code and Telephone Number)

Dated:_, 2014.

QuickLinks

[GUARANTEE \(Not to be used for signature guarantee\)](#)

J.P. Morgan

BofA Merrill Lynch

Offer to Purchase for Cash
All Outstanding Shares of Common Stock
(Including the Associated Preferred Share Purchase Rights)
of
Jos. A. Bank Clothiers, Inc.
at
\$57.50 Net Per Share
by
Java Corp.
a wholly owned subsidiary of
The Men's Wearhouse, Inc.

January 6, 2014

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

We have been engaged by Java Corp. (the "Purchaser"), a Delaware corporation and a wholly owned subsidiary of The Men's Wearhouse, Inc., a Texas corporation ("MW"), to act as Dealer Managers in connection with its offer to purchase all outstanding shares of common stock, par value \$0.01 per share (together with the associated preferred share purchase rights, the "Shares"), of Jos. A. Bank Clothiers, Inc., a Delaware corporation ("JOSB"), at a price of \$57.50 per Share, net to the seller in cash, without interest and less any required withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase dated January 6, 2014, and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer").

Consummation of the Offer is conditioned upon, among other things, (i) there being validly tendered and not withdrawn before the expiration of the Offer a number of Shares which, together with the Shares then owned by MW and its subsidiaries, represents at least a majority of the total number of Shares outstanding on a fully diluted basis, (ii) MW, the Purchaser and JOSB having entered into a definitive merger agreement with respect to the acquisition of JOSB by MW providing for a second step merger pursuant to Section 251(h) of the General Corporation Law of the State of Delaware (the "DGCL"), with JOSB surviving as a wholly owned subsidiary of MW, without the requirement for approval of any stockholder of JOSB, to be effected as soon as practicable following the consummation of the Offer, (iii) the board of directors of JOSB (the "JOSB Board") having approved the Offer under Section 203 of the DGCL or the Purchaser being satisfied, in its sole discretion, that Section 203 of the DGCL is inapplicable to the Offer and the merger (the "Proposed Merger") of JOSB and the Purchaser as described in the Offer (and as contemplated by the definitive merger agreement described above), (iv) the JOSB Board having redeemed the preferred share purchase rights associated with the Shares or the Purchaser being satisfied, in its sole discretion, that such preferred share purchase rights have been invalidated or are otherwise inapplicable to the Offer and the Proposed Merger as described in the Offer, (v) the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and any necessary approvals or waiting periods under the laws of any foreign jurisdictions applicable to the purchase of Shares pursuant to the Offer having expired or been terminated or obtained, as applicable, without any actions or proceedings having been threatened or commenced by any federal, state or foreign government, governmental authority or agency seeking to challenge the Offer or the Proposed Merger on antitrust grounds, as described in the Offer, and (vi) JOSB not being a party to any agreement or transaction having the effect of impairing, in the reasonable judgment of the Purchaser, the Purchaser's or MW's ability to acquire the Shares or JOSB or otherwise diminishing the expected value to MW of the acquisition of JOSB.

For your information and for forwarding to your clients for whom you hold Shares registered in your name or in the name of your nominee, we are enclosing the following documents:

1. Offer to Purchase dated January 6, 2014;
2. Letter of Transmittal, for your use and for the information of your clients;
3. Notice of Guaranteed Delivery to be used to accept the Offer if the Shares and all other required documents cannot be delivered to American Stock Transfer & Trust Company, LLC, the Depositary for the Offer, or if the procedures for book-entry transfer cannot be completed, by the expiration of the Offer;
4. A form of letter which may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer;
5. IRS Form W-9; and
6. Return envelope addressed to the Depositary.

YOUR PROMPT ACTION IS REQUIRED. WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE.

THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON MARCH 28, 2014, UNLESS THE OFFER IS EXTENDED.

The Purchaser will not pay any fees or commissions to any broker, dealer or other person (other than the Dealer Managers, the Information Agent or the Depositary as described in the Offer to Purchase) for soliciting tenders of Shares pursuant to the Offer. The Purchaser will, however, upon request, reimburse brokers, dealers, banks, trust companies and other nominees for reasonable and necessary costs and expenses incurred by them in forwarding materials to their customers. The Purchaser will pay all stock transfer taxes applicable to its purchase of Shares pursuant to the Offer, except as otherwise provided in Instruction 6 of the Letter of Transmittal.

In order to accept the Offer, a duly executed and properly completed Letter of Transmittal and any required signature guarantees, or an Agent's Message (as defined in the Offer to Purchase) in connection with a book-entry delivery of Shares, and any other required documents, should be sent to the Depositary by 5:00 P.M., New York City time, on March 28, 2014.

Any inquiries you may have with respect to the Offer should be addressed to the Information Agent or the undersigned, and additional copies of the enclosed materials may be obtained from the Information Agent, at the addresses and telephone numbers set forth on the back cover of the Offer to Purchase.

Very truly yours,

J.P. Morgan

BofA Merrill Lynch

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU THE AGENT OF JAVA CORP., THE MEN'S WEARHOUSE, INC., THE DEALER MANAGERS, THE INFORMATION AGENT OR THE DEPOSITARY, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE DOCUMENTS ENCLOSED HERewith AND THE STATEMENTS CONTAINED THEREIN.

QuickLinks

[Exhibit \(a\)\(1\)\(D\)](#)

Offer to Purchase for Cash
All Outstanding Shares of Common Stock
(Including the Associated Preferred Share Purchase Rights)
of
Jos. A. Bank Clothiers, Inc.
at
\$57.50 Net Per Share
by
Java Corp.
a wholly owned subsidiary of
The Men's Wearhouse, Inc.

To Our Clients:

Enclosed for your consideration are the Offer to Purchase, dated January 6, 2014 and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer") in connection with the offer by Java Corp. (the "Purchaser"), a Delaware corporation and a wholly owned subsidiary of The Men's Wearhouse, Inc., a Texas corporation ("MW"), to purchase all outstanding shares of common stock, par value \$0.01 per share (together with the associated preferred share purchase rights, the "Shares"), of Jos. A. Bank Clothiers, Inc., a Delaware corporation ("JOSB"), at a price of \$57.50 per Share, net to the seller in cash, without interest and less any required withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase and the related Letter of Transmittal. We are the holder of record of Shares held for your account. A tender of such Shares can be made only by us as the holder of record and pursuant to your instructions. The Letter of Transmittal is furnished to you for your information only and cannot be used by you to tender Shares held by us for your account.

We request instructions as to whether you wish us to tender any or all of the Shares held by us for your account, upon the terms and subject to the conditions set forth in the Offer to Purchase and the related Letter of Transmittal.

Your attention is directed to the following:

1. The tender price is \$57.50 per Share, net to you in cash, without interest and less any required withholding taxes.
 2. The Offer and withdrawal rights expire at 5:00 P.M., New York City time, on March 28, 2014, unless extended (as extended, the "Expiration Date").
 3. Consummation of the Offer is conditioned upon, among other things, (i) there being validly tendered and not withdrawn before the expiration of the Offer a number of Shares which, together with the Shares then owned by MW and its subsidiaries, represents at least a majority of the total number of Shares outstanding on a fully diluted basis, (ii) MW, the Purchaser and JOSB having entered into a definitive merger agreement with respect to the acquisition of JOSB by MW providing for a second step merger pursuant to Section 251(h) of the General Corporation Law of the State of Delaware (the "DGCL"), with JOSB surviving as a wholly owned subsidiary of MW, without the requirement for approval of any stockholder of JOSB, to be effected as soon as practicable following the consummation of the Offer, (iii) the board of directors of JOSB (the "JOSB Board") having approved the Offer under Section 203 of the DGCL or the Purchaser being satisfied, in its sole discretion, that Section 203 of the DGCL is inapplicable to the Offer and the merger (the "Proposed Merger") of JOSB and the Purchaser as described in the Offer (and as contemplated by the definitive merger agreement described above), (iv) the JOSB Board having redeemed the preferred share purchase rights associated with the Shares or the Purchaser being
-

satisfied, in its sole discretion, that such preferred share purchase rights have been invalidated or are otherwise inapplicable to the Offer and the Proposed Merger as described in the Offer, (v) the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and any necessary approvals or waiting periods under the laws of any foreign jurisdictions applicable to the purchase of Shares pursuant to the Offer having expired or been terminated or obtained, as applicable, without any actions or proceedings having been threatened or commenced by any federal, state or foreign government, governmental authority or agency seeking to challenge the Offer or the Proposed Merger on antitrust grounds, as described in the Offer, and (vi) JOSB not being a party to any agreement or transaction having the effect of impairing, in the reasonable judgment of the Purchaser, the Purchaser's or MW's ability to acquire the Shares or JOSB or otherwise diminishing the expected value to MW of the acquisition of JOSB.

4. Any stock transfer taxes applicable to the sale of Shares to the Purchaser pursuant to the Offer will be paid by the Purchaser, except as otherwise provided in Instruction 6 of the Letter of Transmittal.

If you wish to have us tender any or all of your Shares, please so instruct us by completing, executing, detaching and returning to us the instruction form below. An envelope to return your instructions to us is enclosed. If you authorize tender of your Shares, all such Shares will be tendered unless otherwise specified on the instruction form. Your instructions should be forwarded to us in ample time to permit us to submit a tender on your behalf by the Expiration Date.

The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Shares in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the laws of such jurisdiction.

Payment for Shares purchased pursuant to the Offer will in all cases be made only after timely receipt by American Stock Transfer & Trust Company, LLC (the "Depository") of (i) certificates representing the Shares tendered or timely confirmation of the book-entry transfer of such Shares into the account maintained by the Depository at The Depository Trust Company (the "Book-Entry Transfer Facility"), pursuant to the procedures set forth in Section 3 of the Offer to Purchase, (ii) the Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, with any required signature guarantees or an Agent's Message (as defined in the Offer to Purchase), in connection with a book-entry delivery, and (iii) any other documents required by the Letter of Transmittal. Accordingly, payment may not be made to all tendering stockholders at the same time depending upon when certificates for or confirmations of book-entry transfer of such Shares into the Depository's account at the Book-Entry Transfer Facility are actually received by the Depository.

**Instruction Form with Respect to
Offer to Purchase for Cash
All Outstanding Shares of Common Stock
(Including the Associated Preferred Share Purchase Rights)
of
Jos. A. Bank Clothiers, Inc.
at
\$57.50 Net Per Share
by
Java Corp.
a wholly owned subsidiary of
The Men's Wearhouse, Inc.**

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase, dated January 6, 2014, and the related Letter of Transmittal, in connection with the offer by Java Corp. to purchase all outstanding shares of common stock, par value \$0.01 per share (together with the associated preferred share purchase rights, the "Shares"), of Jos. A. Bank Clothiers, Inc.

This will instruct you to tender the number of Shares indicated below held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer to Purchase and the related Letter of Transmittal.

Number of Shares to be Tendered:

SIGN HERE

Shares*

Signature(s)

Dated _____, 2014

Name(s)

*Unless otherwise indicated, it will be assumed
that all Shares held for the undersigned's
account are to be tendered.

Address(es)

Zip Code

QuickLinks

[Exhibit \(a\)\(1\)\(E\)](#)

Bank of America Tower
One Bryant Park
New York, New York 10036
(800) 803-9655 (Toll Free)

MEN'S WEARHOUSE®

FOR IMMEDIATE RELEASE

MEN'S WEARHOUSE COMMENCES CASH TENDER OFFER FOR JOS. A. BANK AT \$57.50 PER SHARE

NOMINATING TWO INDEPENDENT DIRECTORS TO SERVE ON JOS. A. BANK BOARD

Cash Offer Provides Jos. A. Bank Shareholders with Substantial Value and Immediate Liquidity

FREMONT, Calif., January 6, 2014 — The Men's Wearhouse (NYSE: MW) today announced that it has commenced a cash tender offer to acquire all outstanding shares of Jos. A. Bank Clothiers, Inc. (Nasdaq: JOSB) for \$57.50 per share. The tender offer is scheduled to expire at 5:00 p.m., New York City time on Friday, March 28, 2014, unless the offer is extended. The full terms, conditions and other details of the tender offer are set forth in the offering documents that Men's Wearhouse will be filing today with the Securities and Exchange Commission.

Men's Wearhouse also today announced that it will deliver notice to Jos. A. Bank of its intention to nominate two independent director candidates for election to Jos. A. Bank's Board of Directors at its 2014 Annual Meeting. The nominees are:

- John D. Bowlin, a recognized leader in the consumer packaged goods industry, who was previously President and Chief Executive Officer of Miller Brewing Company, and who has held senior executive positions at Kraft Foods North America, Kraft Foods International, Inc., Oscar Mayer Food Corporation and General Foods USA.
- Arthur E. Reiner, who has over 40 years of experience in the retail industry and has previously served in various leadership positions with the Macy's organization, including as a Director of R.H. Macy & Co., Inc. and Chairman and Chief Executive Officer of Macy's East, then the largest department store division in the nation.

Doug Ewert, President and Chief Executive Officer of Men's Wearhouse, said, "We believe that our \$57.50 per share proposal to acquire Jos. A. Bank is compelling and provides substantial value and immediate liquidity to Jos. A. Bank shareholders. Although we have made clear our strong preference to work collaboratively with Jos. A. Bank to realize the benefits of this transaction, we are committed to this combination and, accordingly, we are taking our offer directly to shareholders."

Mr. Ewert continued, "The highly-qualified nominees proposed by Men's Wearhouse have proven track records serving on public company boards, and we believe they will act in the best interest of Jos. A. Bank's shareholders by carefully evaluating the compelling and value creating opportunity represented by the Men's Wearhouse offer. We urge Jos. A. Bank shareholders to tender into our offer in order to send a strong message that Jos. A. Bank should engage in good-faith negotiations immediately so we can complete this value creating transaction."

The Men's Wearhouse offer represents a 52% premium over Jos. A. Bank's unaffected enterprise value and a 38% premium over Jos. A. Bank's closing share price on October 8, 2013, the day prior to the

public announcement of Jos. A. Bank's proposal to acquire Men's Wearhouse. The transaction represents a 9.4x enterprise value to last twelve months ("LTM") Adjusted EBITDA¹ multiple (assuming \$135 million of LTM Adjusted EBITDA as of November 2, 2013), a significant premium to Jos. A. Bank's proposal to acquire Men's Wearhouse.

Consummation of the offer is not conditioned upon any financing arrangements or subject to a financing condition.

The offer is conditioned on there being validly tendered and not withdrawn at least a majority of the total number of Jos. A. Bank shares outstanding on a fully diluted basis; Men's Wearhouse and Jos. A. Bank entering into a definitive merger agreement with respect to the acquisition of Jos. A. Bank by Men's Wearhouse; Jos. A. Bank's Board of Directors approving the offer under Section 203 of the Delaware General Corporation Law; Jos. A. Bank's Board of Directors redeeming or invalidating its "poison pill" shareholder rights plan; and receipt of regulatory approvals and customary closing conditions as described in the Offer to Purchase dated as of January 6, 2014 (the "Offer to Purchase").

ADDITIONAL INFORMATION

Today, Java Corp. ("Purchaser"), a wholly owned subsidiary of The Men's Wearhouse, Inc., commenced a cash tender offer for all outstanding shares of common stock of Jos. A. Bank Clothiers, Inc. not already owned by Men's Wearhouse or any of its subsidiaries, subject to the terms and conditions set forth in the Offer to Purchase. The purchase price to be paid upon the successful closing of the cash tender offer is \$57.50 net per share in cash, without interest and less any required withholding tax, subject to the terms and conditions set forth in the Offer to Purchase and the related letter of transmittal that accompanies the Offer to Purchase. The offer is scheduled to expire at 5:00 p.m., New York City time, on Friday, March 28, 2014, unless further extended in the manner set forth in the Offer to Purchase.

This communication does not constitute an offer to buy or solicitation of an offer to sell any securities. This communication is for informational purposes only. The tender offer is not being made to, nor will tenders be accepted from, or on behalf of, holders of shares in any jurisdiction in which the making of the tender offer or the acceptance thereof would not comply with the laws of that jurisdiction. The tender offer is being made pursuant to a tender offer statement on Schedule TO (including the Offer to Purchase, a related letter of transmittal and other offer materials) to be filed by MW with the U.S. Securities and Exchange Commission ("SEC") today. INVESTORS AND SECURITY HOLDERS OF JOS. A. BANK ARE URGED TO READ THESE AND OTHER DOCUMENTS FILED WITH THE SEC CAREFULLY IN THEIR ENTIRETY BECAUSE THEY CONTAIN IMPORTANT INFORMATION ABOUT THE TENDER OFFER. Investors and security holders can obtain free copies of these documents and other documents filed with the SEC by Men's Wearhouse through the web site maintained by the SEC at <http://www.sec.gov>. The Offer to Purchase Letter of Transmittal and other offering documents may also be obtained for free by contacting the Information Agent for the tender offer, MacKenzie Partners, Inc., at 212-929-5500 or toll-free at 800-322-2885.

Men's Wearhouse, Inc. intends to file a proxy statement on Schedule 14A and other relevant documents with the SEC in connection with its solicitation of proxies for the 2014 Annual Meeting of Jos. A. Bank Clothiers, Inc. (the "Proxy Statement"). MEN'S WEARHOUSE STRONGLY ADVISES ALL INVESTORS AND SECURITY HOLDERS OF JOS. A. BANK TO READ THE PROXY STATEMENT WHEN IT BECOMES AVAILABLE AND ANY OTHER DOCUMENTS FILED WITH THE SEC BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION, INCLUDING INFORMATION RELATING TO THE PARTICIPANTS IN ANY SUCH PROXY SOLICITATION. SUCH PROXY STATEMENT, WHEN FILED, AND ANY OTHER RELEVANT DOCUMENTS WILL BE AVAILABLE AT NO CHARGE ON THE SEC'S WEBSITE AT [HTTP://WWW.SEC.GOV](http://www.sec.gov).

¹ EBITDA is defined as earnings before interest, taxes, depreciation and amortization.

In accordance with Rule 14a-12(a)(1)(i) under the Securities Exchange Act of 1934, as amended, the following persons are anticipated to be, or may be deemed to be, participants in any such proxy solicitation: Men's Wearhouse, Douglas S. Ewert, David H. Edwab, Jon W. Kimmins, John D. Bowlin and Arthur E. Reiner. Certain of these persons hold direct or indirect interests as follows: Men's Wearhouse is the record or beneficial holder of 100 shares of common stock of Jos. A. Bank and is seeking to enter into a business combination between it and Jos. A. Bank; and Messrs. Bowlin and Reiner each have an interest in being nominated and elected as a director of Jos. A. Bank. Other directors and executive officers of Men's Wearhouse who may be participants in the solicitation of proxies have not been determined as of the date of this press release. No additional compensation will be paid to such directors and executive officers for such services. Investors and security holders of Jos. A. Bank can obtain additional information regarding the direct and indirect interests of the nominees and other participants by reading the Proxy Statement when it becomes available.

About the Nominees

John D. Bowlin, 63, was the President and Chief Executive Officer of Miller Brewing Company from 1999 until 2003, leading its sale to South African Breweries in 2002, forming one of the largest breweries in the world. From 1985 until 2002, Mr. Bowlin was employed by Philip Morris Companies, Inc., in various leadership capacities, including President and Chief Executive Officer, Kraft Foods International, Inc., President and Chief Operating Officer, Kraft Foods North America, President and Chief Operating Officer, Miller Brewing Company, President, Oscar Mayer Food Corporation and Executive Vice President, General Foods USA. Mr. Bowlin currently serves as a director of The Schwan Food Company and Generac Holdings, Inc., where he is a member of the Audit Committee and Compensation Committee at both The Schwan Food Company and Generac Holdings, Inc., and he previously served as an Executive Advisor to CCMP Capital Advisors, LLC, a global private equity firm, as a director and Non-Executive Chairman of Spectrum Brands and as a director and Non-Executive Chairman of Pliant Corporation. Mr. Bowlin holds a BSBA degree from Georgetown University and an MBA from Columbia Business School. Mr. Bowlin serves on the not-for-profit Georgetown University Board of Regents in Washington, DC and as an Executive Advisor to Gryphon Investors.

Arthur E. Reiner, 73, has served as a director of New York & Company since May 2003 and is currently chairman of its Compensation Committee and a member of its Corporate Nomination and Governance Committee. Mr. Reiner began his retailing career as a member of the Executive Training Squad at Bamberger's, then a division of R.H. Macy. In a 30 year career with the Macy's organization, Mr. Reiner held a series of positions of increasing responsibility culminating in his appointment as Chairman and Chief Executive Officer of Macy's East in 1992. With annual sales of \$3.4 billion, Macy's East was the largest department store division in the United States, Mr. Reiner was also a Director of R.H. Macy & Co., Inc. Mr. Reiner joined Finlay Fine Jewelry as Chairman and Chief Executive Officer on January 3, 1995 and became President and Chief Executive Officer of Finlay Enterprises on January 30, 1996. In February 1999, he was named Chairman and Chief Executive Officer of Finlay Enterprises. A graduate of Rutgers University, Mr. Reiner became a member of the Executive Committee of the Jewelers Charity Fund for Children in June 2000. He served as Chairman of the Education Foundation of the Fashion Institute of Technology from May 1985 to March 1995, and was named Executive Vice President in April 1995.

BofA Merrill Lynch and J.P. Morgan Securities LLC are serving as financial advisors to Men's Wearhouse, Willkie Farr & Gallagher LLP is serving as legal advisor and MacKenzie Partners, Inc., is serving as information agent.

Founded in 1973, Men's Wearhouse is one of North America's largest specialty retailers of men's apparel with 1,133 stores. The Men's Wearhouse, Moores and K&G stores carry a full selection of suits, sport coats, furnishings and accessories in exclusive and non-exclusive merchandise brands and Men's Wearhouse and Tux stores carry a limited selection. Most K&G stores carry a full selection of women's apparel. Tuxedo rentals are available in the Men's Wearhouse, Moores and Men's Wearhouse and Tux stores. Additionally, Men's Wearhouse operates a global corporate apparel and workwear group consisting of Twin Hill in the United States and Dimensions, Alexandra and Yaffy in the United Kingdom. Investors can find additional information at <http://ir.menswearhouse.com/>.

This press release contains forward-looking information. Forward-looking statements are not guarantees of future performance and a variety of factors could cause actual results to differ materially from the anticipated or expected results expressed in or suggested by these forward-looking statements. The forward-looking statements are made pursuant to the Safe Harbor provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements may be significantly impacted by various factors, including, but not limited to: actions by governmental entities, domestic and international economic activity and inflation, success, or lack thereof, in executing our internal operating plans and new store and new market expansion plans, including successful integration of acquisitions, performance issues with key suppliers, disruption in buying trends due to homeland security concerns, severe weather, foreign currency fluctuations, government export and import policies, aggressive advertising or marketing activities of competitors; and legal proceedings. Future results will also be dependent upon our ability to continue to identify and complete successful expansions and penetrations into existing and new markets and our ability to integrate such expansions with our existing operations. These statements also include assumptions about our offer to acquire Jos. A. Bank (including its benefits, results, effects and timing) that may not be realized. Risks and uncertainties related to the proposed transaction include, among others: in the event a definitive transaction agreement is executed, the risk that Jos. A. Bank's shareholders do not approve the transaction; uncertainties as to the timing of the transaction; the risk that regulatory or other approvals required for the transaction are not obtained, the risk that the other conditions to the closing of the transaction are not satisfied; and, in the event the transaction is consummated, risks related to the costs and difficulties related to the integration of Jos. A. Bank's businesses and operations with Men's Wearhouse's business and operations; the inability to obtain, or delays in obtaining, cost savings and synergies from the transaction; unexpected costs, charges or expenses resulting from the transaction; litigation relating to the transaction; and the inability to retain key personnel. Other factors that may impact the forward-looking statements are described in the Company's annual report on Form 10-K for the fiscal year ended February 2, 2013 and Forms 10-Q. Men's Wearhouse is under no obligation (and expressly disclaims any such obligation) to update or revise any forward-looking statement that may be made from time to time, whether as a result of new information, future developments or otherwise. For additional information on Men's Wearhouse, please visit the Company's websites at www.menswearhouse.com, www.mooresclothing.com, www.kgstores.com, www.twinhill.com, www.dimensions.co.uk and www.alexandra.co.uk.

Contacts:

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Dennard • Lascar Associates
(832) 594-4004
ken@dennardlascar.com
<http://ir.menswearhouse.com/>

Dan Katcher / Tim Lynch / Andrea Rose
Joele Frank, Wilkinson Brimmer Katcher
(212) 355-4449

MEN'S WEARHOUSE®

Presentation Regarding the Offer to Acquire Jos. A. Bank

January 6, 2014

Cautionary note regarding forward-looking statements

This presentation contains forward-looking information. Forward-looking statements are not guarantees of future performance and a variety of factors could cause actual results to differ materially from the anticipated or expected results expressed in or suggested by these forward-looking statements. The forward-looking statements are made pursuant to the Safe Harbor provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements may be significantly impacted by various factors, including, but not limited to: actions by governmental entities, domestic and international economic activity and inflation, success, or lack thereof, in executing our internal operating plans and new store and new market expansion plans, including successful integration of acquisitions, performance issues with key suppliers, disruption in buying trends due to homeland security concerns, severe weather, foreign currency fluctuations, government export and import policies, aggressive advertising or marketing activities of competitors; and legal proceedings. Future results will also be dependent upon our ability to continue to identify and complete successful expansions and penetrations into existing and new markets and our ability to integrate such expansions with our existing operations. These statements also include assumptions about our offer to acquire Jos. A. Bank (including its benefits, results, effects and timing) that may not be realized. Risks and uncertainties related to the proposed transaction include, among others: in the event a definitive transaction agreement is executed, the risk that Jos. A. Bank's shareholders do not approve the transaction; uncertainties as to the timing of the transaction; the risk that regulatory or other approvals required for the transaction are not obtained, the risk that the other conditions to the closing of the transaction are not satisfied; and, in the event the transaction is consummated, risks related to the costs and difficulties related to the integration of Jos. A. Bank's businesses and operations with Men's Wearhouse's business and operations; the inability to obtain, or delays in obtaining, cost savings and synergies from the transaction; unexpected costs, charges or expenses resulting from the transaction; litigation relating to the transaction; and the inability to retain key personnel. Other factors that may impact the forward-looking statements are described in the Company's annual report on Form 10-K for the fiscal year ended February 2, 2013 and Forms 10-Q. Men's Wearhouse is under no obligation (and expressly disclaims any such obligation) to update or revise any forward-looking statement that may be made from time to time, whether as a result of new information, future developments or otherwise. For additional information on Men's Wearhouse, please visit the Company's websites at www.menswearhouse.com, www.mooreclothing.com, www.kgstores.com, www.twinhill.com, www.dimensions.co.uk and www.alexandra.co.uk.

Additional Information

On January 6, 2014, Java Corp. ("Purchaser"), a wholly owned subsidiary of The Men's Wearhouse, Inc. ("Men's Wearhouse" or "MW"), commenced a cash tender offer for all outstanding shares of common stock of Jos. A. Bank Clothiers, Inc. ("Jos. A. Bank" or "JCSB") not already owned by Men's Wearhouse or any of its subsidiaries, subject to the terms and conditions set forth in the Offer to Purchase dated as of January 6, 2014 (the "Offer to Purchase"). The purchase price to be paid upon the successful closing of the cash tender offer is \$57.50 net per share in cash, without interest and less any required withholding tax, subject to the terms and conditions set forth in the Offer to Purchase and the related letter of transmittal that accompanies the Offer to Purchase. The offer is scheduled to expire at 5:00 p.m., New York City time, on Friday, March 28, 2014, unless further extended in the manner set forth in the Offer to Purchase.

This communication does not constitute an offer to buy or solicitation of an offer to sell any securities. This communication is for informational purposes only. The tender offer is not being made to, nor will tenders be accepted from, or on behalf of, holders of shares in any jurisdiction in which the making of the tender offer or the acceptance thereof would not comply with the laws of that jurisdiction. The tender offer is being made pursuant to a tender offer statement on Schedule TO (including the Offer to Purchase, a related letter of transmittal and other offer materials) filed by MW with the U.S. Securities and Exchange Commission ("SEC") on January 6, 2014. INVESTORS AND SECURITY HOLDERS OF JOS. A. BANK ARE URGED TO READ THESE AND OTHER DOCUMENTS FILED WITH THE SEC CAREFULLY IN THEIR ENTIRETY BECAUSE THEY CONTAIN IMPORTANT INFORMATION ABOUT THE TENDER OFFER. Investors and security holders can obtain free copies of these documents and other documents filed with the SEC by Men's Wearhouse through the web site maintained by the SEC at <http://www.sec.gov>. The Offer to Purchase, Letter of Transmittal and other offering documents may also be obtained for free by contacting the Information Agent for the tender offer, MacKenzie Partners, Inc., at 212-929-5500 or toll-free at 800-322-2885.

Men's Wearhouse, Inc. intends to file a proxy statement on Schedule 14A and other relevant documents with the SEC in connection with its solicitation of proxies for the 2014 Annual Meeting of Jos. A. Bank Clothiers, Inc. (the "Proxy Statement"). MEN'S WEARHOUSE STRONGLY ADVISES ALL INVESTORS AND SECURITY HOLDERS OF JOS. A. BANK TO READ THE PROXY STATEMENT WHEN IT BECOMES AVAILABLE AND ANY OTHER DOCUMENTS FILED WITH THE SEC BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION, INCLUDING INFORMATION RELATING TO THE PARTICIPANTS IN ANY SUCH PROXY SOLICITATION. SUCH PROXY STATEMENT, WHEN FILED, AND ANY OTHER RELEVANT DOCUMENTS WILL BE AVAILABLE AT NO CHARGE ON THE SEC'S WEBSITE AT [HTTP://WWW.SEC.GOV](http://WWW.SEC.GOV).

In accordance with Rule 14a-12(a)(1)(i) under the Securities Exchange Act of 1934, as amended, the following persons are anticipated to be, or may be deemed to be, participants in any such proxy solicitation: Men's Wearhouse, Douglas S. Ewert, David H. Edwab, Jon W. Kimmins, John D. Bowlin and Arthur E. Reiner. Certain of these persons hold direct or indirect interests as follows: Men's Wearhouse is the record or beneficial owner of 100 shares of common stock of Jos. A. Bank and is seeking to enter into a business combination between it and Jos. A. Bank; and Messrs. Bowlin and Reiner each have an interest in being nominated and elected as a director of Jos. A. Bank. Other directors and executive officers of Men's Wearhouse who may be participants in the solicitation of proxies have not been determined as of the date of this presentation. No additional compensation will be paid to such directors and executive officers for such services. Investors and security holders of Jos. A. Bank can obtain additional information regarding the direct and indirect interests of the nominees and other participants by reading the Proxy Statement when it becomes available.

Agenda

Offer Summary

Compelling Offer for Jos. A. Bank Shareholders

Path Forward

Commitment to the Transaction

- 1 Tender Directly to Shareholders ☒
- 2 Raise Offer Price ☒
- 3 No Financing Condition ☒
- 4 Nominate Directors for JOSB Board ☒

Men's Wearhouse is ready to immediately commence discussions to realize the clear value that a combination represents for shareholders of both companies

Offer Summary

Consideration

- All-cash offer of \$57.50 per share for all Jos. A. Bank shares
- Implied Enterprise Value of approximately \$1.3 billion ⁽³⁾

Valuation & Premium

- 9.4x Implied Enterprise Value to LTM Adjusted EBITDA ⁽¹⁾, a significant premium to Jos. A. Bank's proposal for Men's Wearhouse
- 52% premium to Jos. A. Bank's unaffected enterprise value ⁽²⁾ and 38% premium to Jos. A. Bank's closing share price as of October 8, 2013, the day prior to Jos. A. Bank's public proposal to acquire Men's Wearhouse
 - As Jos. A. Bank's \$340 million cash balance ⁽³⁾ represents a significant portion of its equity value at approximately \$12.15 per share, or 29% of the unaffected market capitalization ⁽²⁾, we believe a premium to enterprise value represents the most meaningful measure of the value being offered to Jos. A. Bank shareholders, paying a premium for the operating business and valuing Jos. A. Bank cash dollar for dollar

Financing

- Proposal not conditioned on financing
- Transaction will be financed through cash on hand and debt financing
- Men's Wearhouse's offer does not require any costly third-party equity investment
- Pro forma debt / LTM Adjusted EBITDA of ~2.9x ⁽³⁾

Men's Wearhouse's all-cash offer of \$57.50 per share is highly attractive, providing full and certain value to Jos. A. Bank's shareholders

Sources: Public filings.

(1) Based on approximately 28 million shares outstanding, \$340 million of cash, cash equivalents and short-term investments and last twelve months ("LTM") Adjusted EBITDA of \$135 million as of November 2, 2013 per Jos. A. Bank public filings. EBITDA is defined as earnings before interest, taxes, depreciation and amortization. See Appendix for calculation and GAAP Reconciliation.

(2) Unaffected values based on approximately 28 million shares outstanding and \$333 million of cash, cash equivalents and short-term investments on balance sheet as of August 3, 2013 per Jos. A. Bank public filings.

(3) Based on estimated pro forma debt and pro forma LTM Adjusted EBITDA as of November 2, 2013 excluding transaction costs and other nonrecurring and non-cash charges and including partial credit for estimated run-rate synergies.

Agenda

Offer Summary

Compelling Offer for Jos. A. Bank Shareholders

Path Forward

Compelling offer to Jos. A. Bank shareholders

- 100% cash - provides immediate and certain value for Jos. A. Bank shareholders
- Represents a 52% premium
- 9.4x ⁽¹⁾ offer multiple in excess of Jos. A. Bank historical average trading multiple of 5.6x ⁽²⁾ and near upper end of recent precedent apparel retail transactions
- Delivers significant value to Jos. A. Bank shareholders in excess of likely standalone returns
- Offer value captures the upside potential of Jos. A. Bank's brand and removes execution risk

Source: Company filings, FactSet and CapitalIQ.

(1) Based on \$27.50 offer price, approximately 28 million shares outstanding, \$340 million of cash, cash equivalents and short-term investments and LTM Adjusted EBITDA of \$135 million as of November 2, 2013 per Jos. A. Bank public filings. See Appendix for calculation and GAAP Reconciliation.

(2) Reflects 5-year average multiple from October 8, 2008 to October 8, 2013, the last trading day prior to public release of JOSE's offer to acquire MW.

Compelling valuation multiple

	Unaffected Jos. A. Bank ⁽¹⁾	Men's Wearhouse Offer ⁽²⁾	
Share Price	\$41.66	\$57.50	38%
Share Count ⁽³⁾	28.0	28.0	
Implied Market Capitalization	\$1,166	\$1,609	
Less: Cash ⁽⁴⁾	(333)	(340)	
Implied Enterprise Value	\$833	\$1,269	52%
LTM Adjusted EBITDA ⁽⁵⁾	\$133	\$135	
Implied EV to LTM Adjusted EBITDA	6.3x	9.4x	

Source: SEC filings and Capital IQ.

Note: Dollars and shares in millions, except per share values.

(1) Based on Jos. A. Bank closing share price as of October 8, 2013, the day prior to Jos. A. Bank's public proposal to acquire Men's Wearhouse. Financial information as of August 3, 2013 per Jos. A. Bank public filings.

(2) Financial information as of November 2, 2013 per Jos. A. Bank public filings.

(3) Source: Jos. A. Bank Form 10-Q dated November 2, 2013. Basic share count as of November 27, 2013.

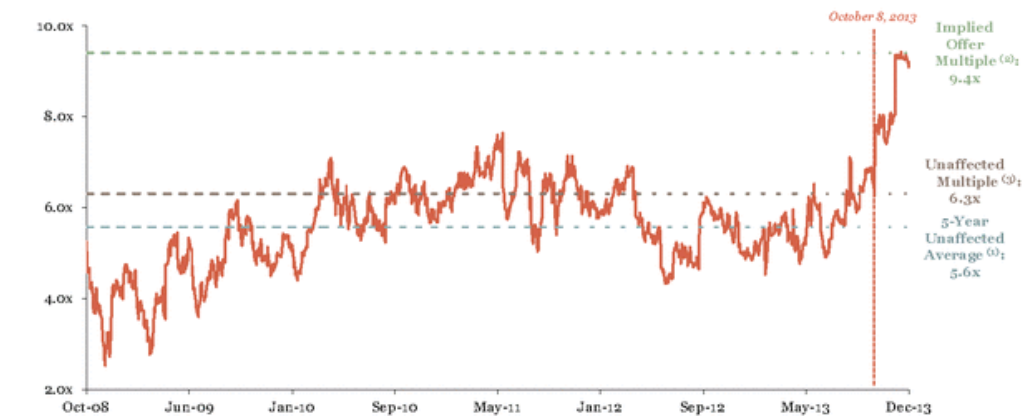
(4) Jos. A. Bank cash includes cash, cash equivalents and short-term investments.

(5) See Appendix for GAAP reconciliation.

Compelling valuation multiple relative to Jos. A. Bank's historical trading multiples

EV / LTM Adjusted EBITDA

MW's offer implies an EV / LTM Adjusted EBITDA multiple that is 23% higher than any multiple at which JOSB has traded over the past five years and 70% above its five-year average ⁽¹⁾



Source: Company filings, FactSet and Capital IQ.

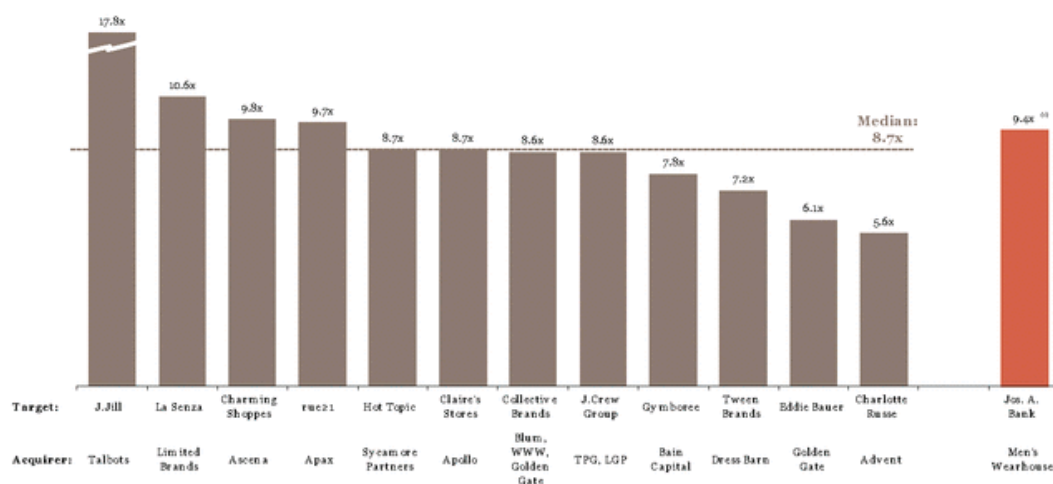
(1) Reflects highest multiple and 5-year average multiples from October 8, 2008 to October 8, 2013, the last trading day prior to public release of JOSB's offer to acquire MW.

(2) Based on \$57.50 offer price, approximately 28 million shares outstanding, \$340 million of cash, cash equivalents and short-term investments and LTM Adjusted EBITDA of \$135 million as of November 2, 2013 per Jos. A. Bank public filings. See Appendix for calculation and GAAP Reconciliation.

(3) Unaffected values based on unaffected share price of \$41.66 as of October 8, 2013, the last trading day prior to public release of JOSB's offer to acquire MW, approximately 28 million shares outstanding and \$333 million of cash, cash equivalents and short-term investments on balance sheet as of August 3, 2013 per Jos. A. Bank public filings. See Appendix for calculation and GAAP Reconciliation.

Valuation multiple near upper end of recent precedent apparel retail transactions

Transaction value / LTM Adjusted EBITDA



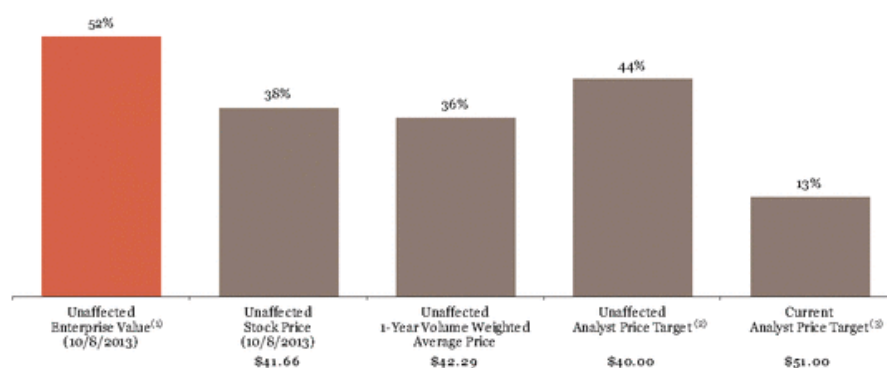
Source: Dealogic, company filings, press releases and equity research.

(1) Based on \$57.50 offer price, approximately 28 million shares outstanding, \$3.40 million of cash, cash equivalents and short-term investments and LTM Adjusted EBITDA of \$135 million as of November 2, 2013 per Jos. A. Bank public filings. See Appendix for calculation and GAAP Reconciliation.

Compelling offer premium

Offer premium

\$57.50 Cash Offer Price Premium to:



Source: Company filings, Bloomberg, FactSet and CapitalIQ.

Note: Unaffected share price as of October 8, 2013, the last trading day prior to public release of JOSE's offer to acquire MW.

(1) Unaffected values based on unaffected share price of \$41.66 as of October 8, 2013, the last trading day prior to public release of JOSE's offer to acquire MW, approximately 28 million shares outstanding and \$333 million of cash, cash equivalents and short-term investments on balance sheet as of August 3, 2013 per Jos. A. Bank public filings.

(2) Reflects average of analyst price targets of \$44.00 and \$36.00.

(3) Reflects analyst price target of \$51.00.

Agenda

Offer Summary

Overview of Offer for Jos. A. Bank

Path Forward

Men's Wearhouse is committed to this combination

- 1. Men's Wearhouse has commenced a cash tender offer to acquire all outstanding shares of Jos. A. Bank**
 - Offer is not conditioned on any financing arrangements
 - Men's Wearhouse has requested to enter into merger agreement negotiations and would request that Jos. A. Bank rescind its shareholder rights plan
 - The tender offer is scheduled to expire at 5:00 PM, New York City time on March 28, 2014, unless the offer is extended
- 2. Men's Wearhouse has raised the offer price to \$57.50 per share, all-cash**
- 3. Men's Wearhouse intends to seek the requisite regulatory approvals as soon as reasonably practicable**
 - Commencement of the tender offer allows Men's Wearhouse to accelerate timetable for approval under the Hart-Scott-Rodino Antitrust Improvements Act of 1976
- 4. Men's Wearhouse intends to propose two qualified, independent Board nominees to the Jos. A. Bank Board who would replace the incumbent Jos. A. Bank directors seeking re-election**
 - Election of Men's Wearhouse's independent nominees will bring a fresh perspective – including an open mind – to the Jos. A. Bank Boardroom on whether Jos. A. Bank should engage with Men's Wearhouse
 - In contrast, a vote for the incumbent Board members is a vote for the status quo, encouraging the Jos. A. Bank Board to continue to ignore value creating opportunities for shareholders

Qualified and independent Board nominees

- Men's Wearhouse intends to propose qualified, independent Board nominees
- Board nominees have a broad set of skills and experience

John D. Bowlin

- Recognized leader in the consumer packaged goods industry
- President and Chief Executive Officer of Miller Brewing Company from 1999 – 2003
 - Led the sale to South African Breweries in 2002
- Prior to Miller Brewing, Mr. Bowlin held various senior executive positions with Philip Morris Companies, including:
 - President and Chief Executive Officer, Kraft Foods International, Inc.
 - President and Chief Operating Officer, Kraft Foods North America
 - President, Oscar Mayer Food Corporation
 - Executive Vice President, General Foods USA

Arthur E. Reiner

- Over 40 years of experience in the retail industry
- Director of New York & Company since May 2003
- Held various leadership positions in a 30-year career with the Macy's organization, including:
 - Director of R.H. Macy & Co., Inc.
 - Chairman and Chief Executive Officer, Macy's Northeast
 - Chairman and Chief Executive Officer, Macy's East, then the largest department store division in the nation
- Former Chairman and Chief Executive Officer of Finlay Enterprises

Appendix

Jos. A. Bank Capitalization Summary

	Unaffected ⁽¹⁾	Men's Wearhouse Offer ⁽²⁾
Per Share Value	\$41.66	\$57.50
Jos. A. Bank Share Count ⁽³⁾	28.0	28.0
Implied Jos. A. Bank Market Capitalization	\$1,166	\$1,609
Less: Jos. A. Bank Cash ⁽⁴⁾	(333)	(340)
Implied Jos. A. Bank Enterprise Value	\$833	\$1,269
Jos. A. Bank LTM Adjusted EBITDA ⁽⁵⁾	\$133	\$135
Implied Enterprise Value to LTM Adjusted EBITDA	6.3x	9.4x
Cash per Jos. A. Bank Share	\$11.90	\$12.15
Cash as a Percent of Market Capitalization	29%	21%

Source: SEC filings and Capital IQ.

Note: Dollars and shares in millions, except per share values.

(1) Based on Jos. A. Bank closing share price as of October 8, 2013, the day prior to Jos. A. Bank's public proposal to acquire Men's Wearhouse. Financial information as of August 3, 2013 per Jos. A. Bank public filings.

(2) Financial information as of November 2, 2013 per Jos. A. Bank public filings.

(3) Source: Jos. A. Bank Form 10-Q dated November 2, 2013. Basic share count as of November 27, 2013.

(4) Jos. A. Bank cash includes cash, cash equivalents and short-term investments.

(5) See Appendix for GAAP reconciliation.

Men's Wearhouse GAAP Reconciliation: Net Sales and Adjusted EBITDA

	Fiscal Year		9 Months Ended		LTM
	2011	2012	10/27/2012	11/2/2013	11/2/2013
Total Net Sales	\$2,382.7	\$2,488.3	\$1,879.9	\$1,912.7	\$2,521.1
Net Earnings Attributable to Common Shareholders	\$120.6	\$131.7	\$135.1	\$114.2	\$110.8
Net Earnings (Loss) Attributable to Non-controlling Interest	(0.1)	0.3	0.1	0.2	0.4
Provision for Income Taxes	63.9	65.6	69.0	63.2	59.8
Interest Income	(0.4)	(0.6)	(0.4)	(0.3)	(0.5)
Interest Expense	1.4	1.5	1.2	2.1	2.4
Depreciation and Amortization	76.0	85.0	61.8	65.7	88.9
Unadjusted EBITDA	\$261.4	\$283.5	\$266.8	\$245.0	\$261.7
Goodwill Impairment	0.0	0.0	0.0	9.5	9.5
One-Time Costs ⁽¹⁾	3.8	0.0	0.0	10.4	10.4
Asset Impairment Charges	2.0	0.5	0.3	0.2	0.4
Adjusted EBITDA	\$267.2	\$284.0	\$267.2	\$265.1	\$282.0

Source: SEC filings and Capital IQ.

Note: Dollars in millions. Totals may not foot due to rounding.

(1) Acquisition, acquisition related integration and other one-time costs.

Jos. A. Bank GAAP Reconciliation: Net Sales and Adjusted EBITDA

	<u>Fiscal Year</u>		<u>6 Months Ended</u>		<u>9 Months Ended</u>		<u>LTM</u>	<u>LTM</u>
	<u>2011</u>	<u>2012</u>	<u>7/28/2012</u>	<u>8/3/2013</u>	<u>10/27/2012</u>	<u>11/2/2013</u>	<u>8/3/2013</u>	<u>11/2/2013</u>
Total Net Sales	\$979.9	\$1,049.3	\$461.7	\$428.6	\$694.5	\$676.1	\$1,016.2	\$1,030.8
Net Income	\$97.5	\$79.7	\$38.0	\$22.3	\$51.3	\$36.0	\$64.0	\$64.4
Provision for Income Taxes	62.0	49.1	23.7	14.0	31.7	22.0	39.5	39.5
Interest Expense	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Interest Income	(0.3)	(0.4)	(0.2)	(0.3)	(0.3)	(0.3)	(0.5)	(0.5)
Depreciation and Amortization	26.1	28.5	13.7	14.7	20.9	22.1	29.4	29.7
Unadjusted EBITDA	\$185.5	\$156.9	\$75.3	\$50.7	\$103.6	\$79.8	\$132.4	\$133.1
Asset Impairment	0.3	0.8	0.0	0.0	0.0	0.0	0.8	0.8
Legal and Other Professional Services	0.0	0.0	0.0	0.0	0.0	1.2	0.0	1.2
Adjusted EBITDA	\$185.8	\$157.7	\$75.3	\$50.7	\$103.6	\$81.0	\$133.2	\$135.1

Source: SEC filings and Capital IQ.

Note: Dollars in millions. Totals may not foot due to rounding.

January 6, 2014

Today we made a “tender offer” to purchase all the outstanding shares of Jos. A. Bank. We also announced that we intend to nominate two independent director candidates for election to Jos. A. Bank’s Board of Directors at its 2014 Annual Meeting of shareholders. While it is our strong preference to work collaboratively with Jos. A. Bank to realize the benefits of combining our two companies, we are taking our offer directly to Jos. A. Bank shareholders because we are committed to capitalizing on this value creating opportunity.

We strongly believe in the benefits of this transaction for all of you, our shareholders, and customers. Together, we would create a premier men’s apparel retailer that can better serve more customers in more locations. Combined we would have more than 1,700 total stores and sales of more than \$3.5 billion. A copy of the press release we issued is attached.

The best thing for all of us would be for everyone in our Company to continue to live up to our vision – providing world-class service to our customers and each other. We will leave the rest to the professionals who will help us in our goal of making this acquisition. We should all try to avoid becoming distracted.

As always, please follow our company policy with respect to external inquiries and direct all media or third-party inquiries to Ken Dennard at (713) 529-6600 or ken@dennardlascar.com.

I hope 2014 is a great year for you and those to whom you are close.

Best Wishes,

Doug

January 6, 2014

Dear [NAME],

As you may have seen, this morning Men's Wearhouse issued a press release announcing that we have commenced a tender offer to acquire all of the outstanding shares of Jos. A. Bank for \$57.50 per share. We also announced that we will nominate two independent director candidates for election to Jos. A. Bank's Board of Directors at its 2014 Annual Meeting. While it is our strong preference to work collaboratively with Jos. A. Bank to realize the benefits of combining our two companies, we are taking our offer directly to Jos. A. Bank shareholders because we are committed to capitalizing on this value creating opportunity.

We strongly believe in the benefits of this transaction for our shareholders, employees and customers. Together, we would create a premier men's apparel retailer that can better serve more customers in more locations. Combined we would have more than 1,700 total stores and sales of more than \$3.5 billion. Notably, the Men's Wearhouse brand and the Jos. A. Bank brand would be kept separate.

It is business as usual for us and we are focused on serving our customers. Our relationship with you is very important to us. I want to assure you that this news does not, in any way, impact our day-to-day operations or our commitment to serving you. You are an important part of our success, and we look forward to continuing and building our partnership.

As always, if you have additional questions, please feel free to contact [your normal Men's Wearhouse representative / INSERT].

On behalf of everyone at Men's Wearhouse, thank you for your partnership and ongoing support.

Sincerely,

INSERT
TITLE
