



Court File No. CL-26-00000050-0000

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

THE HONOURABLE MADAM ) THURSDAY, THE 11TH  
)  
JUSTICE J. DIETRICH ) DAY OF JUNE, 2026

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF EDDIE BAUER LLC, EDDIE BAUER GIFT  
CARD SERVICES LLC, SPARC EB HOLDINGS LLC, 13051269 CANADA  
INC. AND EDDIE BAUER OF CANADA CORPORATION

APPLICATION OF EDDIE BAUER LLC UNDER SECTION 46 OF THE  
*COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS  
AMENDED

**TERMINATION OF CCAA PROCEEDINGS ORDER**

**THIS MOTION**, made by Eddie Bauer LLC, in its capacity as the foreign representative (the "**Foreign Representative**") of Eddie Bauer LLC, Eddie Bauer Gift Card Services LLC, SPARC EB Holdings LLC, 13051269 Canada Inc., and Eddie Bauer of Canada Corporation (collectively, the "**Chapter 11 Debtors**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order, *inter alia*, (i) terminating these proceedings under the CCAA upon the service of the Information Officer's Certificate (as hereinafter defined) on the service list in these CCAA proceedings (the "**Service List**"), (ii) approving the activities, conduct, and reports to the Court of AlixPartners Restructuring, Inc. (formerly operating as KSV Restructuring Inc., "**AlixPartners**"), in its capacity as Information Officer (in such capacity, the "**Information Officer**"), (iii) authorizing the assignment of Eddie Bauer of Canada Corporation ("**Eddie Bauer Canada**") into bankruptcy under the *Bankruptcy*

*and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”), and (iv) approving the fees and disbursements of the Information Officer and the Information Officer’s counsel, was heard this day by judicial videoconference via Zoom at Toronto, Ontario.

**ON READING** the Notice of Motion, the affidavit of Steven Balasiano affirmed June 4, 2026 (the “**Balasiano Affidavit**”), the Third Report of the Information Officer, dated June 8, 2026 (the “**Third Report**”), and the fee affidavits of the Information Officer and its counsel, Bennett Jones LLP (“**Bennett Jones**”, and such affidavits, the “**Fee Affidavits**”), each filed,

**AND UPON HEARING** the submissions of Osler, Hoskin & Harcourt LLP (“**Osler**”), as Canadian counsel for the Foreign Representative, counsel for the Information Officer, and those other parties present, no one else appearing although duly served as appears from the affidavit of service of Megan Stewart affirmed June 8, 2026:

#### **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meaning given to them in the Supplemental Order (Foreign Main Proceeding) made in the within proceedings dated February 18, 2026 (the “**Supplemental Order**”) or the Balasiano Affidavit, as applicable.

## TERMINATION OF CCAA PROCEEDINGS

3. **THIS COURT ORDERS** that upon service by the Information Officer of an executed certificate substantially in the form attached hereto as Schedule “A” (the “**Information Officer’s Termination Certificate**”) on the Service List certifying that, to the knowledge of the Information Officer, all matters to be attended to in connection with these CCAA proceedings have been completed to the satisfaction of the Foreign Representative and the Information Officer, these CCAA proceedings shall be terminated without any other act or formality (the “**CCAA Termination Time**”), provided that nothing herein impacts the validity of any Orders made in these CCAA proceedings or any actions or steps taken by any Person in connection therewith.

4. **THIS COURT ORDERS** that the Information Officer may rely on written notice (which, for greater certainty, may be provided by way of email) from the Chapter 11 Debtors or their Canadian counsel, advising that all matters to be attended to in connection with these CCAA proceedings have been completed to the satisfaction of the Foreign Representative, and the Information Officer shall have no liability with respect to the delivery of the Information Officer’s Termination Certificate, save and except for any gross negligence or wilful misconduct on its part.

5. **THIS COURT ORDERS** that the Information Officer is hereby directed to file a copy of the Information Officer’s Termination Certificate with the Court as soon as is practicable following service thereof on the Service List.

6. **THIS COURT ORDERS** that the Administration Charge, the Directors’ Charge and the Intercompany Charge shall be and are hereby terminated, released and discharged as at the CCAA Termination Time without any other act or formality.

## **DISCHARGE OF THE INFORMATION OFFICER**

7. **THIS COURT ORDERS** that effective at the CCAA Termination Time, AlixPartners shall be and is hereby discharged as the Information Officer in these CCAA proceedings and shall have no further duties, obligations or responsibilities as Information Officer from and after the CCAA Termination Time; provided that, notwithstanding its discharge as the Information Officer, AlixPartners shall have the authority to carry out, complete or address any matters in its role as Information Officer that are ancillary or incidental to these CCAA proceedings following the CCAA Termination Time, as may be required or appropriate (the “**Incidental Matters**”).

8. **THIS COURT ORDERS** that notwithstanding any other provision of this Order, the Information Officer’s discharge or the termination of these CCAA proceedings, AlixPartners shall continue to have the benefit of the provisions of all Orders made in these CCAA proceedings and all protections at law or under the CCAA, including all rights, approvals, releases and protections in favour of AlixPartners in its capacity as Information Officer, and nothing in this Order shall affect, vary, derogate from or amend any of the protections in favour of the Information Officer at law or pursuant to the CCAA or any Order issued in these CCAA proceedings, all of which are expressly continued and confirmed following the CCAA Termination Time, including in connection with any Incidental Matters.

## **RELEASES**

9. **THIS COURT ORDERS** that effective at the CCAA Termination Time, AlixPartners, Bennett Jones and Osler, and each of their respective affiliates, officers, directors, partners, employees and agents (each, a “**Released Party**” and collectively, the “**Released Parties**”) shall be released and discharged from any and all liability that any such Released Party now has or may

hereafter have, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part, by reason of, or in any way arising out of, the acts or omissions of AlixPartners while acting in its capacity as Information Officer, Bennett Jones while acting in its capacity as counsel to the Information Officer and Osler while acting in its capacity as Canadian counsel to the Chapter 11 Debtors, save and except for any gross negligence or wilful misconduct on the applicable Released Party's part. Without limiting the generality of the foregoing, upon the CCAA Termination Time, the Released Parties shall be forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within CCAA proceedings, save and except for any gross negligence or wilful misconduct on the applicable Released Party's part (collectively, the **"Released Claims"**).

10. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against any Released Party in any way arising from or related to the Released Claims except with prior leave of this Court and on not less than fifteen (15) days' prior written notice to the applicable Released Party.

## **BANKRUPTCY**

11. **THIS COURT ORDERS** that (i) Eddie Bauer Canada is authorized to file an assignment into bankruptcy under the BIA prior to or immediately following the CCAA Termination Time naming AlixPartners as the licensed insolvency trustee of Eddie Bauer Canada, (ii) the Plan Administrator is authorized to execute and file any assignment in bankruptcy and related documents on behalf, or in the name, of Eddie Bauer Canada and to take all such steps as is

necessary to make Eddie Bauer Canada's assignment in bankruptcy pursuant to the BIA, and (iii) AlixPartners is authorized to act as the licensed insolvency trustee of Eddie Bauer Canada.

12. **THIS COURT ORDERS** that the Plan Administrator, on behalf of Eddie Bauer Canada, is authorized and directed to pay: (i) AlixPartners, in its capacity as proposed trustee in bankruptcy (in such capacity, the "**Proposed Trustee**"), a retainer of \$100,000, plus HST in connection with the Proposed Trustee's anticipated fees and disbursements and the fees and disbursements of its counsel relating to Eddie Bauer Canada's assignment into bankruptcy prior to the filing of such assignment into bankruptcy, which retainer shall be held by AlixPartners free and clear of any secured claims against Eddie Bauer Canada; and (ii) the reasonable fees and disbursements of the Proposed Trustee and its counsel incurred in respect of Eddie Bauer Canada's bankruptcy proceeding, at their standard rates and charges. The accounts of the Proposed Trustee and its counsel shall not be subject to approval in the Foreign Proceeding.

#### **APPROVAL OF FEES AND ACTIVITIES**

13. **THIS COURT ORDERS** that the Pre-Filing Report of the proposed Information Officer dated February 16, 2026, the First Report of the Information Officer dated March 18, 2026, the Second Report of the Information Officer dated April 28, 2026 and the Third Report are each hereby approved, and the Information Officer's activities, as set out in each of the foregoing reports, be and are hereby approved; provided, however, that only the Information Officer, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

14. **THIS COURT ORDERS** that the fees and disbursements of the Information Officer and Bennett Jones, as set out in the Third Report and the Fee Affidavits, be and are hereby approved.

15. **THIS COURT ORDERS** that the fees and disbursements of the Information Officer and Bennett Jones, respectively, that are not set out in the Fee Affidavits but that have been or will be incurred in the performance of the duties of the Information Officer up to the CCAA Termination Time or the Incidental Matters are hereby authorized and approved for the Information Officer and Bennett Jones up to a maximum of \$100,000, plus any applicable taxes and disbursements, in the aggregate. In the event the aggregate fees of the Information Officer and Bennett Jones exceed such amount, the Chapter 11 Debtors may elect to pay such additional amounts, plus any applicable taxes and disbursements without further application to this Court for approval of such fees.

#### **GENERAL**

16. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America or any other foreign jurisdiction, to give effect to this Order and to assist the Chapter 11 Debtors, the Foreign Representative, the Information Officer, and their respective counsel and agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Chapter 11 Debtors, the Foreign Representative and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Chapter 11 Debtors, the Foreign Representative, the Information Officer, and their respective counsel and agents in carrying out the terms of this Order.

17. **THIS COURT ORDERS** that each of the Chapter 11 Debtors, the Foreign Representative and the Information Officer be at liberty and is hereby authorized and empowered to apply to any

court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.



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**SCHEDULE “A”  
FORM OF INFORMATION OFFICER’S TERMINATION CERTIFICATE**

Court File No. CL-26-00000050-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES’ CREDITORS ARRANGEMENT ACT*,  
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AND IN THE MATTER OF EDDIE BAUER LLC, EDDIE BAUER GIFT  
CARD SERVICES LLC, SPARC EB HOLDINGS LLC, 13051269 CANADA  
INC. AND EDDIE BAUER OF CANADA CORPORATION

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AMENDED

**INFORMATION OFFICER’S TERMINATION CERTIFICATE**

A. Pursuant to the Supplemental Order (Foreign Main Proceedings) of the Honourable Justice Cavanagh of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated February 18, 2026, AlixPartners Restructuring, Inc. (formerly operating as KSV Restructuring Inc.) was appointed as information officer of the Court (in such capacity, the “**Information Officer**”) in the proceedings (the “**CCAA Proceedings**”) commenced by Eddie Bauer LLC, in its capacity as the foreign representative of Eddie Bauer LLC and four other debtors in possession that filed voluntary petitions for relief, pursuant to Part IV of the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

B. Pursuant to an Order of the Court dated June 11, 2026 (the “**CCAA Termination Order**”) made in the CCAA Proceedings, the Court, among other things, provided for the termination of the CCAA Proceedings upon the service by the Information Officer of this certificate on the service list in the CCAA Proceedings.

C. Unless otherwise indicated herein, capitalized terms used herein shall have the meanings set out in the CCAA Termination Order.

**THE INFORMATION OFFICER CERTIFIES** that, to the knowledge of the Information Officer, all matters to be attended to in connection with the CCAA Proceedings have been completed to the satisfaction of the Foreign Representative and the Information Officer.

**ACCORDINGLY**, the CCAA Termination Time has occurred.

**DATED** at Toronto, Ontario \_\_\_\_ day of \_\_\_\_\_, 2026

**ALIXPARTNERS RESTRUCTURING,  
INC., solely in its capacity as Information  
Officer, and not in its personal capacity**

Per: \_\_\_\_\_

Name: Mitch Vininsky

Title: Managing Director

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED  
AND IN THE MATTER OF EDDIE BAUER LLC, ET AL.

Court File No: CL-26-00000050-0000

APPLICATION OF EDDIE BAUER LLC UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**  
Proceeding commenced at Toronto

**TERMINATION OF CCAA PROCEEDINGS ORDER**

**OSLER, HOSKIN & HARCOURT, LLP**

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