

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

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

AND IN THE MATTER OF SPARC EB HOLDINGS LLC, EDDIE BAUER LLC, EDDIE
BAUER GIFT CARD SERVICES 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, AMENDED

Applicant

**APPLICATION RECORD
(Interim Stay Order, returnable February 9, 2026)**

February 9, 2026

OSLER, HOSKIN & HARCOURT LLP
100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Marc Wasserman (LSO# 44066M)
Tel: 416.862.4908
Email: mwasserman@osler.com

Shawn T. Irving (LSO# 50035U)
Tel: 416.862.4733
Email: sirving@osler.com

Martino Calvaruso (LSO# 57359Q)
Tel: 416.862.6665
Email: mcalvaruso@osler.com

Marleigh Dick (LSO# 79390S)
Tel: 416.862.4725
Email: mdick@osler.com

Lawyers for the Applicant

TO: **SERVICE LIST**

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

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

SERVICE LIST

(as of February 9, 2026)

<p>OSLER, HOSKIN & HARCOURT LLP Box 50, 1 First Canadian Place 100 King Street West, Suite 6200 Toronto, ON M5X 1B8</p> <p>Marc Wasserman Tel: 416.862.4908 Email: MWasserman@osler.com</p> <p>Shawn Irving Tel: 416.862.4733 Email: SIrving@osler.com</p> <p>Martino Calvaruso Tel: 416.862.6665 Email: MCalvaruso@osler.com</p> <p>Marleigh Dick Tel: 416.862.4725 Email: MDick@osler.com</p> <p><i>Canadian Counsel to the Chapter 11 Debtors</i></p>	<p>KIRKLAND & ELLIS LLP 601 Lexington Avenue New York, NY 10022 United States of America</p> <p>Joshua Sussberg Tel: 212.446.4829 Email: Joshua.Sussberg@kirkland.com</p> <p>Matthew C. Fagen Tel : 212.446.5977 Email: Matthew.Fagen@kirkland.com</p> <p>Oliver Paré Tel : 212.390.4526 Email: Oliver.Pare@kirkland.com</p> <p>Nathan Felton Tel : 212.341.7512 Email: Nathan.Felton@kirkland.com</p> <p><i>U.S. Co-Counsel to the Chapter 11 Debtors</i></p>
---	---

<p>COLE SCHOTZ P.C. Court Plaza North, 25 Main Street Hackensack, NJ 07601 United States of America</p> <p>Michael D. Sirota Tel: 202.525.6262 Email: MSirota@coleschotz.com</p> <p>Warren A. Usatine Tel: 201.525.6233 Email: WUsatine@coleschotz.com</p> <p>Felice R. Yudkin Tel: 201.525.6261 Email: FYudkin@coleschotz.com</p> <p><i>U.S. Co-Counsel to Chapter 11 Debtors</i></p>	<p>KSV RESTRUCTURING INC. 220 Bay Street, 13th Floor, PO Box 20 Toronto, ON M5J 2W4</p> <p>Noah Goldstein Tel: 416.932.6207 Email: NGoldstein@ksvadvisory.com</p> <p>Mitch Vininsky Tel: 416.932.6013 Email: MVininsky@ksvadvisory.com</p> <p>Emily Peters Tel: 416.932.6016 Email: EPeters@ksvadvisory.com</p> <p><i>Proposed Information Officer</i></p>
<p>BENNETT JONES LLP 3400 One First Canadian Place, P.O. Box 130 Toronto, ON M5X 1A4</p> <p>Sean Zweig Tel: 416.777.6254 Email: zweigs@bennettjones.com</p> <p>Michael S. Shakra Tel: 416.777.6236 Email: shakram@bennettjones.com</p> <p>Joshua Foster Tel: 416.777.7906 Email: fosterj@bennettjones.com</p> <p><i>Counsel to the Proposed Information Officer</i></p>	

Lenders¹:

<p>WELLS FARGO BANK, NATIONAL ASSOCIATION 125 High Street, Suite 1100 Boston, MA 02110 United States of America</p> <p>Attention: Portfolio Manager – Penney Borrower LLC Email: Maggie.Townsend@wellsfargo.com</p> <p><i>ABL Administrative Agent</i></p>	<p>BLAKE, CASSELS & GRAYDON LLP Commerce Court West 199 Bay Street, Suite 400 Toronto, ON M5L 1A9</p> <p>Linc Rogers Tel: 416.863.4168 Email: Linc.Rogers@blakes.com</p> <p>Caitlin McIntyre Tel: 416.863.4174 Email: Caitlin.Mcintyre@blakes.com</p> <p><i>Canadian Counsel to ABL Administrative Agent</i></p>
<p>OTTERBOURG PC 235 Park Avenue New York, NY 10169 United States of America</p> <p>David W. Morse Tel: 212.905.3641 Email: DMorse@otterbourg.com</p> <p><i>U.S. Counsel to ABL Administrative Agent</i></p>	

¹ Section titles are for managing the Service List only.

<p>COPPER RETAIL JV LLC c/o Simon Property Group 225 West Washington Street Indianapolis, IN 46204 United States of America</p> <p>Stanley Shashoua Email: SShashoua@simon.ca</p> <p>Steven Fivel Email: SFivel@simon.com</p> <p><i>Subordinated Agent</i></p>	<p>CHOATE, HALL & STEWART LLP Two International Place Boston, MA 02110 United States of America</p> <p>Mark Silva Tel: 617.248.5127 Email: MSilva@choate.com</p> <p><i>U.S. Counsel to Subordinated Agent</i></p>
<p>WHITEHAWK CAPITAL PARTNERS LP 11601 Wilshire Blvd. Los Angeles, CA 90025 United States of America</p> <p>Harry Chung Email: HChung@whitehawkcapital.com</p> <p><i>Term Loan Administrative Agent</i></p>	<p>ROPES & GRAY LLP 10250 Constellation Blvd., 21st Floor Los Angeles, CA 90067 United States of America</p> <p>Jennifer Harris Tel: 310.975.3266 Email: Jennifer.Harris@ropesgray.com</p> <p>Max Silverstein Tel: 212.596.9658 Email: Max.Silverstein@ropesgray.com</p> <p><i>U.S. Counsel to Term Loan Administrative Agent</i></p>

Email Distribution List:

MWasserman@osler.com; SIrving@osler.com; MCalvaruso@osler.com; MDick@osler.com;
Joshua.Sussberg@kirkland.com; Matthew.Fagen@kirkland.com; Oliver.Pare@kirkland.com;
Nathan.Felton@kirkland.com; Nathan.Felton@kirkland.com; WUsatine@coleschotz.com;
FYudkin@coleschotz.com; NGoldstein@ksvadvisory.com; MVininsky@ksvadvisory.com;
zweigs@bennettjones.com; shakram@bennettjones.com; fosterj@bennettjones.com;
Maggie.Townsend@wellsfargo.com; Linc.Rogers@blakes.com; Caitlin.Mcintyre@blakes.com;
DMorse@otterbourg.com; SShashoua@simon.ca; SFivel@simon.com; MSilva@choate.com;
HChung@whitehawkcapital.com; Jennifer.Harris@ropesgray.com;
Max.Silverstein@ropesgray.com.

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

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

AND IN THE MATTER OF SPARC EB HOLDINGS LLC, EDDIE BAUER LLC, EDDIE
BAUER GIFT CARD SERVICES 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, AMENDED

Applicant

TABLE OF CONTENTS

<u>Tab No.</u>	<u>Description</u>	<u>Page No.</u>
1.	Notice of Application issued February 9, 2026	9
2.	Affidavit of Stephen Coulombe sworn February 9, 2026	26
	Exhibit "A" Petition for SPARC EB Holdings LLC executed on February 9, 2026	63
	Exhibit "B" Petition for Eddie Bauer LLC executed on February 9, 2026	90
	Exhibit "C" Petition for Eddie Bauer Gift Card Services LLC executed on February 9, 2026	118
	Exhibit "D" Petition for 13051269 Canada Inc. executed on February 9, 2026	145
	Exhibit "E" Petition for Eddie Bauer of Canada Corporation executed on February 9, 2026	172
	Exhibit "F" First Day Declaration (without exhibits)	199
	Exhibit "G" Eddie Bauer's Consolidated Financials FY2025	265
	Exhibit "H" Canadian Guarantee and Collateral Agreement dated February 8, 2026	268
	Exhibit "I" PPSA Searches for 13051269 Canada Inc. and Eddie Bauer of Canada Corporation (Ontario, Saskatchewan, British Columbia, Alberta, Manitoba, Nova Scotia and New Brunswick)	317
3.	Proposed Form of Interim Stay Order	356
4.	Consent of KSV Restructuring Inc. to act as Information Officer dated February 8, 2026	364

TAB 1



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

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

**AND IN THE MATTER OF SPARC EB HOLDINGS LLC, EDDIE BAUER LLC, EDDIE
BAUER GIFT CARD SERVICES 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, AMENDED**

Applicant

NOTICE OF APPLICATION

TO THE RESPONDENTS

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following pages.

THIS APPLICATION will come on for a hearing (*choose one of the following*)

- In writing
- In person
- By telephone conference
- By video conference

at the following location:

<https://ca01web.zoom.us/j/61804264297?pwd=MEpzRUtdUVB0UGc4eStsVGNtYmkxUT09>

Meeting ID: 618 0426 4297

Passcode: 057603

on February 9, 2026 at 2:00 p.m. ET before a judge presiding over the Commercial List.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer

acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant’s lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant’s lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date February , 2026 Issued by _____
Local Registrar

Address of court office: Superior Court of Justice
330 University Avenue, 9th Floor
Toronto ON M5G 1R7

TO: THE SERVICE LIST

APPLICATION

1. The Applicant, Eddie Bauer LLC (“**Eddie Bauer U.S.**”), brings this application as the proposed foreign representative in respect of the Chapter 11 Cases (as defined below) for the following relief pursuant to Section 106 of the *Courts of Justice Act*, R.S.O. 1990, c C.43 (the “**CJA**”) and Part IV of the *Companies’ Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the “**CCAA**”):

- (a) an order (the “**Interim Stay Order**”), substantially in the form included in the Application Record at Tab 3, among other things, granting a stay of proceedings (the “**Interim Stay**”) in respect of the Chapter 11 Debtors (as defined below), including 13051269 Canada Inc. and Eddie Bauer of Canada Corporation (“**Eddie Bauer Canada**” and together with 13051269 Canada Inc., the “**Canadian Debtors**”), in Canada;
- (b) an order (the “**Initial Recognition Order**”), substantially in the form to be filed, among other things:
 - (i) recognizing the Applicant as the foreign representative (in such capacity, the “**Foreign Representative**”) in respect of the cases commenced by Eddie Bauer U.S. and certain of its affiliates, including the Canadian Debtors (collectively, the “**Chapter 11 Debtors**” or the “**Company**”)¹ in the United States Bankruptcy Court for the District of New Jersey (the “**U.S. Court**”)

¹ The Chapter 11 Debtors are as follows: SPARC EB Holdings LLC, Eddie Bauer U.S., Eddie Bauer Gift Card Services LLC, 13051269 Canada Inc., and Eddie Bauer of Canada Corporation.

pursuant to chapter 11 of the U.S. Bankruptcy Code (such cases being the “**Chapter 11 Cases**”); and

- (ii) recognizing the Chapter 11 Cases as “foreign main proceedings” in respect of the Chapter 11 Debtors; and
- (c) an order (the “**Supplemental Order**”), substantially in the form to be filed, among other things:
 - (i) recognizing certain first day orders issued by the U.S. Court in the Chapter 11 Cases (the “**First Day Orders**”);
 - (ii) granting a stay of proceedings in respect of the Chapter 11 Debtors, and their respective directors and officers, in Canada;
 - (iii) appointing KSV Restructuring Inc. (“**KSV**”) as the information officer in respect of these proceedings (in such capacity, the “**Information Officer**”);
 - (iv) granting a Court-ordered charge (the “**Administration Charge**”) over the assets and property of the Canadian Debtors in favour of Canadian counsel to the Canadian Debtors, the Information Officer and counsel to the Information Officer (together, the “**Canadian Professionals**”);
 - (v) granting a Court-ordered charge (the “**D&O Charge**”) over the assets and property of the Canadian Debtors to secure the indemnity obligations of the Canadian Debtors to their directors and officers in respect of obligations

and liabilities that such directors and officers may incur during these proceedings in their capacities as directors and officers; and

- (vi) granting a Court-ordered charge (the “**Intercompany Charge**”) over the assets and property of the Canadian Debtors to secure claims by any Chapter 11 Debtor that has provided services or lent money to, or borne costs of, the Canadian Debtors following the date of the Supplemental Order; and

- (d) such further and other relief as this Honourable Court deems just.

2. This application is proposed to proceed in stages. At the initial return date, February 9, 2026, the Applicant will seek the Interim Stay Order. Following the entry of the First Day Orders by the U.S. Court, including the Foreign Representative Order (defined below), the Applicant will return to this Court to seek the Initial Recognition Order and the Supplemental Order.

THE GROUNDS FOR THE APPLICATION ARE:²

The Chapter 11 Cases

3. On February 9, 2026 (the “**Petition Date**”), the Chapter 11 Debtors filed voluntary petitions for relief (the “**Petitions**”) with the U.S. Court, pursuant to Chapter 11 of the U.S. Bankruptcy Code.

² Capitalized terms used and not defined herein have the meanings given to them in the Affidavit of Stephen Coulombe, sworn February 9, 2026 (the “**Coulombe Affidavit**”). Unless otherwise indicated, dollar amounts referenced herein are references to United States Dollars.

4. Concurrently with the filing of the Petitions, the Chapter 11 Debtors have filed certain “**First Day Motions**” in the Chapter 11 Cases seeking various relief from the U.S. Court, including the entry of an order authorizing Eddie Bauer U.S. to act as the Foreign Representative in respect of the Chapter 11 Cases (the “**Foreign Representative Order**”).

5. A hearing in respect of the First Day Motions (the “**First Day Hearing**”) is scheduled to be heard by the U.S. Court on February 10, 2026. If the U.S. Court grants the requested First Day Orders, including the Foreign Representative Order, the orders are expected to be available shortly thereafter.

6. Other than the Chapter 11 Cases, no other foreign proceeding (as defined in subsection 45(1) of the CCAA) in respect of the Chapter 11 Debtors has been commenced.

The Company and the Canadian Debtors

7. The Company was founded in 1920 by Mr. Eddie Bauer in Seattle, Washington, initially operating as a sporting goods and outdoor equipment shop.

8. The Company eventually expanded from Seattle to become a well-known retailer in both the U.S. and Canada specializing in casual apparel, outdoor gear, and home goods, targeting consumers interested in outdoor lifestyles.

9. The Company has undergone multiple ownership changes and financial restructurings over the past several years and, since January 2025, has been owned and operated by the parent company of SPARC Group Holdings LLC (“**SPARC**”), under the trade name Catalyst Brands.

10. As of the Petition Date, the Company operates 175 leased brick-and-mortar retail stores in North America, consisting of 151 (86%) retail stores in the United States and 24 (14%) retail stores in Canada spread across six (6) provinces. The Company's operations in North America include its retail locations, distribution centers, and corporate offices and are supported by a network of hundreds of vendors globally that supply key products and services.

11. In FY2025, Canadian sales accounted for approximately 11% (\$62.4 million) of the Company's net revenue and 20.5% of the Company's retail sales.

12. The Canadian Debtors are (a) 13051269 Canada Inc., a holding corporation incorporated under the laws of Canada, which maintains a registered office in Toronto, Ontario, and (b) Eddie Bauer Canada, which is incorporated under the laws of Canada and maintains a registered office in Toronto, Ontario. Eddie Bauer Canada is a wholly owned subsidiary of 13051269 Canada Inc.

13. The Company's principal operating entities are Eddie Bauer U.S. in the U.S. and Eddie Bauer Canada in Canada.

14. The Company's primary debt obligations are in respect of three secured loan facilities, with a total amount outstanding of \$1,541,457,178, as of February 5, 2026 (collectively, the "**Prepetition Loan Facilities**").

15. The U.S. Chapter 11 Debtors have provided guaranties pursuant to the credit agreements which govern each of the Prepetition Loan Facilities. The Canadian Debtors also recently guaranteed a portion of the obligations under the Credit Agreement for the ABL Facility, which guarantee (the "**Limited Guarantee**") is limited to \$6,384,000 of obligations, which amount reflects the value contributed from Eddie Bauer's U.S. business to Eddie Bauer's Canadian

business on account of shared services (not including Eddie Bauer Canada's proportionate share of corporate payroll) after taking into account inventory received and cash transferred from Eddie Bauer Canada to Eddie Bauer U.S.

Events Leading to the Chapter 11 Cases

16. Since 2022, the Company has faced multiple headwinds that have resulted in sustained negative earnings at Eddie Bauer, including shifting consumer preferences, a historic rise in inflation which has led to an increase in the Chapter 11 Debtors' cost of doing business, the long-standing (though recently suspended) "de minimis" tariff exemption in the U.S., and recent reciprocal tariffs which have significantly raised the cost of imports from nearly all countries.

17. The Chapter 11 Debtors' financial challenges continued to mount through the fourth quarter of 2025, including due to the accrual of fixed intellectual property licensing fees payable under the existing license agreement for the use of the Eddie Bauer intellectual property in its retail and e-commerce distribution channels (the "**License Agreement**").

18. Under the License Agreement, \$31 million in guaranteed minimum royalty fees were required to be paid in quarterly installments, in addition to a \$3 million annual marketing fee, leading to the Chapter 11 Debtors facing approximately \$220 million in future fees over the remaining six years of the License Agreement.

19. In order to address these financial challenges, the parties to the License Agreement agreed to terminate the Company's wholesale and e-commerce rights under the License Agreement. The Company retained the exclusive right to operate Eddie Bauer brick-and-mortar retail locations and

was released from future obligations to pay the minimum royalty and certain other minimum fees and expenses under the License Agreement.

20. Although the termination of the License Agreement alleviated a substantial liability for the Company, the Chapter 11 Debtors' financial projections continued to indicate that they would generate negative cash flow.

21. In January 2026, it became clear that a comprehensive restructuring would be necessary to address the Chapter 11 Debtors' balance sheet and operational challenges when SPARC, which has been funding the Company's cash shortfalls through intercompany loans, expressed an intention to cease funding future losses imminently. As a result of SPARC's anticipated withdrawal of funding, the Company has been facing significant near-term liquidity pressure.

22. In light of this development, the Company has been considering all potential strategic options, including a going-concern sale of its remaining brick-and-mortar retail business (including in respect of certain of the Canadian business) and going out of business sales for its remaining retail stores.

23. Following the commencement of a pre-petition marketing process for a going-concern sale and the initiation of store closing sales at historically unprofitable stores, among other efforts to maximize value for all stakeholders, the Chapter 11 Debtors also commenced negotiations with the lenders under the Prepetition Loan Facilities (the "**Prepetition Lenders**").

24. These negotiations culminated in the parties' execution of the following agreements:

- (a) an Amendment and Forbearance Agreement pursuant to which the Prepetition Lenders: (i) consented to the Chapter 11 Debtors' entry into the Restructuring Support Agreement and the consummation of the Transactions (as defined below); and (ii) agreed that the Transactions do not constitute a Default, Event of Default, or Material Adverse Effect under the Prepetition Loan Facilities. As a condition of granting the Amendment and Forbearance Agreement, the Canadian Debtors agreed to provide the Limited Guarantee; and

- (b) a Restructuring Support Agreement which contemplates implementing two interlocking processes (the "**Transactions**") to maximize the value of the Chapter 11 Debtors' estates: (i) completion of one or more sales of the Chapter 11 Debtors' assets free and clear of all liens, claims, and other encumbrances to the highest or otherwise best bidder(s) (each, a "**Going Concern Sale Transaction**"); and (ii) an orderly wind-down of the operations not sold as part of a Going Concern Transaction. The Restructuring Support Agreement also provides commitments from all of the Prepetition Lenders to support a plan of reorganization.

The Interim Stay Order Is Necessary

25. The Chapter 11 Debtors anticipate appearing before the U.S. Court on February 10, 2026 to seek the First Day Orders.

26. If granted, the First Day Orders, including the Foreign Representative Order, will not be available until after the First Day Hearing. Accordingly, the Applicant is seeking the Interim Stay

as a temporary measure necessary to give effect in Canada to the automatic stay of proceedings arising under the U.S. Bankruptcy Code upon the filing of the Petitions.

27. The proposed Interim Stay will maintain the status quo, provide stability and preserve the value of the Canadian business until the Applicant can be duly appointed as Foreign Representative by the U.S. Court and return before this Court to seek the Initial Recognition Order and Supplemental Order.

28. Without an interim stay of proceedings, the Chapter 11 Debtors would be exposed to the potential enforcement of rights and remedies in Canada, including in respect of the Canadian Leases and potential action taken by creditors against inventory currently located in Canada.

The Chapter 11 Cases Are Foreign Main Proceedings

29. The Chapter 11 Cases constitute a “foreign proceeding” pursuant to subsection 45(1) of the CCAA.

30. The Canadian Debtors are balance sheet insolvent and are entirely dependent on the U.S. Chapter 11 Debtors and SPARC for shared services.

31. The U.S. Chapter 11 Debtors and SPARC have indicated that they are not prepared to continue providing these shared services to Canada outside of a filing in light of the current financial circumstances.

32. Eddie Bauer Canada does not have the ability to independently continue, or effect a recapitalization or restructuring of, the Company’s Canadian operations without continued operational and financial support from the U.S. Chapter 11 Debtors and SPARC.

33. In addition, the Canadian Debtors cannot operate absent the cooperation of the Licensee under the License Agreement, and it is therefore not feasible for the Canadian Debtors to conduct an independent sale process in a plenary Canadian proceeding where the Licensee would not be party to same.

34. Absent continued and operational support, the Canadian Debtors will be unable to meet their obligations as they come due and will be forced to immediately cease the Company's Canadian operations.

35. The centre of main interest of each of the Chapter 11 Debtors is the United States and the Chapter 11 Cases are "foreign main proceedings" in respect of the Chapter 11 Debtors pursuant to subsection 47(2) of the CCAA.

A Stay of Proceedings Is Required and Appropriate

36. Where this Court recognizes a foreign proceeding, it has the jurisdiction to make any order that it considers appropriate for the protection of the debtor company's property or the interests of its creditors, including the granting of a stay of proceedings in Canada.

37. A stay of proceedings in respect of the Chapter 11 Debtors in Canada is critical to the preservation of the value of the Canadian business and to facilitate the Chapter 11 Debtors' overall efforts to implement an orderly wind-down, potentially in combination with a sale of the Chapter 11 Debtors' assets.

Recognition of the First Day Orders Is Appropriate

38. At the First Day Hearing, the Chapter 11 Debtors will be seeking the First Day Orders with respect to the administration of the Chapter 11 Cases and relief requested by the Chapter 11 Debtors to enable the operation of the Company's business without disruption. The Applicant will ask this Court to recognize certain First Day Orders, if granted, pursuant to the proposed Supplemental Order.

39. The recognition of the First Day Orders in Canada pursuant to this Court's authority under section 49 of the CCAA is necessary to achieve coordination with the Chapter 11 Cases and allow the Company to pursue a concurrent sale process and orderly liquidation in the Chapter 11 Cases with a view to maximizing value.

Appointment of an Information Officer Is Appropriate

40. KSV is a licensed trustee in bankruptcy in Canada and is well-known for its expertise in restructuring matters, including Part IV recognition proceedings.

41. KSV has consented to act as the Information Officer in these proceedings.

The Charges Are Necessary and Appropriate

42. If granted, the proposed Supplemental Order will provide for (a) the Administration Charge, (b) the D&O Charge, and (c) the Intercompany Charge (collectively, the "**Charges**").

43. The Charges are necessary to secure (a) the Chapter 11 Debtors' obligations with respect to the fees and disbursements of the Canadian Professionals incurred in respect of these

proceedings, (b) the indemnity obligations of the Canadian Debtors to their directors and officers in respect of obligations and liabilities that such directors and officers may incur during these proceedings in their capacities as directors and officers, and (c) the claims of any Chapter 11 Debtor that has provided services or lent money to, or borne the costs of, the Canadian Debtors following the date of the Supplemental Order.

44. The Charges are proposed to rank in priority to the encumbrances in respect of the Chapter 11 Debtors' property in Canada.

45. Supplementary materials will be filed in respect of the proposed relief requested in the Initial Recognition Order and Supplemental Order following the First Day Hearing and the granting of the First Day Orders.

General

46. The provisions of the CCAA, including Part IV.

47. The provisions of the CJA, including section 106.

48. Rules 2.03, 3.02, 14.05(2) and 16 of the Ontario *Rules of Civil Procedure*, R.R.O 1990, Rec. 194, as amended.

49. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING
OF THE APPLICATION:**

1. The Coulombe Affidavit;
2. The supplemental affidavit(s) to be filed on behalf of the Foreign Representative in support of the Initial Recognition Order and Supplemental Order;
3. The consent of KSV to act as Information Officer dated February 8, 2026; and
4. Such further and other evidence as counsel may advise and this Honourable Court may permit.

February 9, 2026

OSLER, HOSKIN & HARCOURT LLP
100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Marc Wasserman (LSO# 44066M)
Tel: 416.862.4908
Email: mwasserman@osler.com

Shawn T. Irving (LSO# 50035U)
Tel: 416.862.4733
Email: sirving@osler.com

Martino Calvaruso (LSO# 57359Q)
Tel: 416.862.6665
Email: mcalvaruso@osler.com

Marleigh Dick (LSO# 79390S)
Tel: 416.862.4725
Email: mdick@osler.com

Fax: 416.862.6666

Lawyers for the Applicant

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

AND IN THE MATTER OF SPARC EB HOLDINGS LLC, EDDIE BAUER LLC, EDDIE BAUER GIFT CARD SERVICES 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, AMENDED

Court File No:

APPLICANT

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

NOTICE OF APPLICATION

OSLER, HOSKIN & HARCOURT LLP

100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Marc Wasserman (LSO# 44066M)

Tel: 416.862.4908

Email: mwasserman@osler.com

Shawn T. Irving (LSO# 50035U)

Tel: 416.862.4733

Email: sirving@osler.com

Martino Calvaruso (LSO# 57359Q)

Tel: 416.862.6665

Email: mcavaruso@osler.com

Marleigh Dick (LSO# 79390S)

Tel: 416.862.4725

Email: mdick@osler.com

Lawyers for the Applicant

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

AND IN THE MATTER OF SPARC EB HOLDINGS LLC, EDDIE BAUER LLC, EDDIE
BAUER GIFT CARD SERVICES 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, AMENDED

Applicant

**AFFIDAVIT OF STEPHEN COULOMBE
(Sworn February 9, 2026)**

I, Stephen Coulombe, of the City of Salisbury, in the State of Massachusetts, **MAKE**

OATH AND SAY:

1. I am one of two Co-Chief Restructuring Officers (a “**Co-CRO**”) of Eddie Bauer LLC (“**Eddie Bauer U.S.**”) and each of the Chapter 11 Debtors (as defined below). I have served as a Co-CRO to the Chapter 11 Debtors since January 31, 2026. I have been a Managing Director at Berkeley Research Group, LLC (“**BRG**”) since May 2016, prior to which I was a Senior Managing Director at FTI Consulting, Inc. I have more than twenty-five years of experience serving as a financial advisor and providing restructuring and performance improvement services to corporations, various creditor classes, equity owners, and directors of underperforming companies, including a significant number of large retailers with substantial national and international presences. I have personally been involved in several recent comparable chapter 11

reorganizations, including re *F21 OpCo, LLC, et al.*, re *David's Bridal, LLC, et al.*, and re *NPC International Inc.*

2. As a Co-CRO of the Chapter 11 Debtors, I am responsible for, and am materially engaged with, the Chapter 11 Debtors' operations and financial management. As such, I have personal knowledge of the matters deposed herein. Where I have relied on other sources of information, I have so stated and believe them to be true. In preparing this affidavit, I have also consulted with the Chapter 11 Debtors' senior management team, and financial and legal advisors. The Chapter 11 Debtors do not waive or intend to waive any applicable privilege by any statement herein.

3. On February 9, 2026 (the "**Petition Date**"), Eddie Bauer U.S. and four other debtors in possession¹ (collectively, the "**Chapter 11 Debtors**" or the "**Company**") filed voluntary petitions for relief (the "**Petitions**") pursuant to Chapter 11 of the U.S. Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "**U.S. Court**"). The cases commenced by the Chapter 11 Debtors in the U.S. Court are referred to herein as the "**Chapter 11 Cases**". Copies of the Petitions are attached as **Exhibits "A", "B", "C", "D" and "E"**.

4. The Chapter 11 Debtors have filed certain "**First Day Motions**" in the Chapter 11 Cases seeking various relief from the U.S. Court, including the entry of an order (the "**Foreign Representative Order**") authorizing Eddie Bauer U.S. to act as the foreign representative in respect of the Chapter 11 Cases (in such capacity, the "**Foreign Representative**"). A hearing in respect of the First Day Motions (the "**First Day Hearing**") is expected to be heard by the U.S. Court on February 10, 2026. If the U.S. Court grants the requested orders in respect of the First

¹ The Chapter 11 Debtors are as follows: SPARC EB Holdings LLC, Eddie Bauer U.S., Eddie Bauer Gift Card Services LLC, 13051269 Canada Inc., and Eddie Bauer of Canada Corporation.

Day Motions, including the Foreign Representative Order, the orders are expected to be available shortly thereafter. Beyond the Chapter 11 Cases, there are no other foreign proceedings in respect of the Chapter 11 Debtors.

5. I swear this affidavit in support of the application by Eddie Bauer U.S., in its capacity as proposed Foreign Representative, for an order (the “**Interim Stay Order**”) pursuant to Section 106 of the *Courts of Justice Act*, R.S.O. 1990, c C.43 and Part IV of the *Companies’ Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended, granting an interim stay of proceedings (the “**Interim Stay**”) in respect of the Chapter 11 Debtors, including 13051269 Canada Inc. and Eddie Bauer of Canada Corporation (“**Eddie Bauer Canada**” and together with 13051269 Canada Inc., the “**Canadian Debtors**”), in Canada, among other relief.

6. Once the Foreign Representative Order has been issued by the U.S. Court, the Foreign Representative will return to this Court to seek:

- (a) An order (the “**Initial Recognition Order**”), among other things:
 - (i) Recognizing Eddie Bauer U.S. as the Foreign Representative in respect of the Chapter 11 Cases;
 - (ii) Recognizing the Chapter 11 Cases as “foreign main proceedings” in respect of the Chapter 11 Debtors; and

- (b) An Order (the “**Supplemental Order**”), among other things:
 - (i) recognizing certain First Day Orders issued by the U.S. Court in the Chapter 11 Cases (the “**First Day Orders**”);

- (ii) granting a stay of proceedings in respect of the Chapter 11 Debtors in Canada;
- (iii) appointing KSV Restructuring Inc. as information officer in respect of these proceedings (in such capacity, the “**Information Officer**”);
- (iv) granting a Court-ordered charge over the assets and property of the Canadian Debtors in favour of Canadian counsel to the Canadian Debtors, the Information Officer and counsel to the Information Officer;
- (v) granting a Court-ordered charge over the assets and property of the Canadian Debtors to secure the indemnity obligations of the Canadian Debtors to their directors and officers in respect of obligations and liabilities that such directors and officers may incur during these proceedings in their capacities as directors and officers; and
- (vi) granting a Court-ordered charge over the assets and property of the Canadian Debtors to secure claims by any Chapter 11 Debtor that has provided services or lent money to, or borne costs of, the Canadian Debtors.

7. All monetary references in this affidavit are in U.S. dollars, unless otherwise stated.

8. In support of the First Day Motions, I submitted a declaration (the “**First Day Declaration**”) to the U.S. Court, a copy of which (without exhibits) is attached as **Exhibit “F”**.² The First Day Declaration provides a comprehensive overview of the Company and the events

² Capitalized terms in this Affidavit that are not otherwise defined have the meanings given to them in the First Day Declaration.

leading up to the commencement of the Chapter 11 Cases. As such, this affidavit provides a more general overview and focuses on giving this Court information about the operations of the Canadian Debtors and provides information to support the proposed Foreign Representative's request for the Interim Stay Order.

9. This affidavit is organized into the following sections:

PART I – BACKGROUND.....	6
A. Overview of the Eddie Bauer Business	6
B. The Chapter 11 Debtors and their Non-Debtor Affiliates	7
C. The Financial Position of Eddie Bauer and the Canadian Debtors.....	9
(a) Assets	10
(b) Liabilities	10
(c) Shareholders' Equity.....	11
D. Retail Stores and Leases in Canada	11
E. Employees.....	12
(a) Benefits Plans.....	13
F. Store Merchandise	14
G. Gift Cards and Loyalty Programs	15
H. Eddie Bauer's Integrated Operations with the U.S.....	16
(a) Cash Management System.....	17
(b) Intellectual Property.....	21
PART II – PREPETITION CAPITAL STRUCTURE AND INDEBTEDNESS.....	23
A. Chapter 11 Debtors' Prepetition Capital Structure and Indebtedness	23
B. Intercompany Payable to SPARC.....	25
C. PPSA Searches.....	26
PART III – EVENTS LEADING TO THE CHAPTER 11 CASES	27
PART IV – RESTRUCTURING AND SALE EFFORTS AND PATH FORWARD.....	29
PART V – URGENT NEED FOR RELIEF IN CANADA.....	32
PART VI – RELIEF SOUGHT	33
A. Interim Stay Order	33
B. Additional Relief Expected to be Sought.....	35
PART VII – CONCLUSION.....	35

PART I – BACKGROUND

A. Overview of the Eddie Bauer Business

10. The Company was founded in 1920 by Mr. Eddie Bauer in Seattle, Washington, initially operating as a sporting goods and outdoor equipment shop. Eddie Bauer himself was an avid outdoorsman, and the Company's early focus was on fishing, hunting, and outdoor recreation gear. Eddie Bauer eventually expanded from Seattle and became a well-known retailer in both the U.S. and Canada, growing through catalog sales, brick-and-mortar stores and eventually e-commerce platforms. The brand became known for casual apparel, outdoor gear, and home goods, targeting consumers interested in outdoor lifestyles.

11. Today, the Company is the exclusive licensee of the Eddie Bauer brand for brick-and-mortar retail sales in the United States and Canada. The Company does not own the Eddie Bauer brand, and the brand, along with wholesale and e-commerce sales thereunder, is not part of the Chapter 11 Cases. The Company operates a substantial retail enterprise with brick-and-mortar locations in nearly every U.S. state and six (6) Canadian provinces. The Company's operations in North America include its retail locations, distribution centers, and corporate offices and are supported by a network of hundreds of vendors globally that supply key products and services.

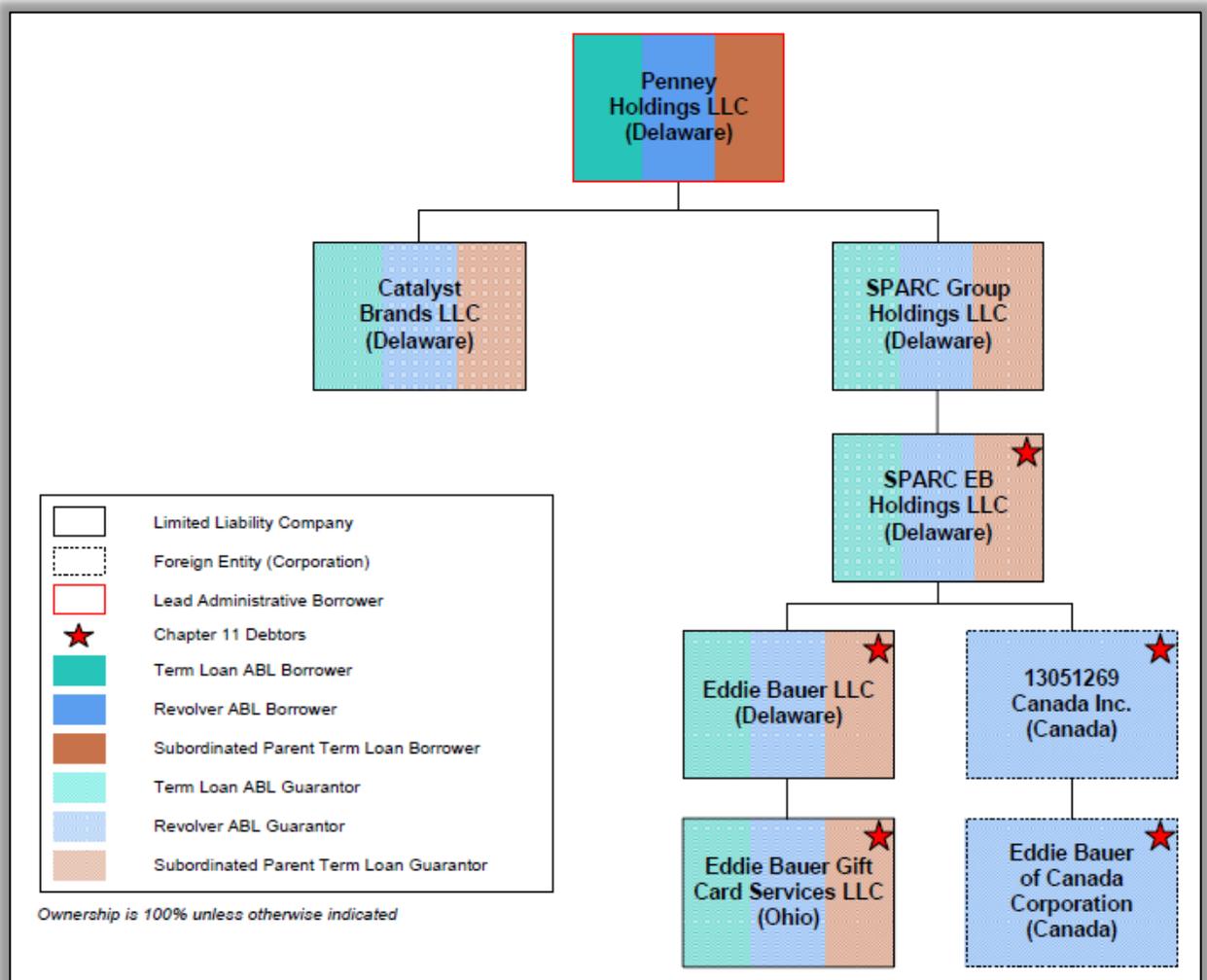
12. The Company has undergone multiple ownership changes and financial restructurings over the past several years. In 2003, Eddie Bauer's then-parent company, Spiegel, Inc., spun the Company into a standalone enterprise at the conclusion of Chapter 11 bankruptcy proceedings in the United States Bankruptcy Court for the Southern District of New York. The Company subsequently filed for Chapter 11 bankruptcy protection in 2009 in the United States Bankruptcy Court for the District of Delaware, during which proceedings Golden Gate Capital acquired the

Chapter 11 Debtors' assets and operations. In 2021, Golden Gate Capital sold the Company's intellectual property portfolio to an affiliate of Authentic Brands Group, LLC ("**ABG**") and its operating business to SPARC Group Holdings LLC ("**SPARC**"). In January 2025, SPARC was acquired by the parent company of another retail franchise, JCPenney. The parent company of the combined entities currently owns and operates the Company along with several other major American retail brands under the trade name of Catalyst Brands ("**Catalyst**").

13. The Company primarily derives its revenue from merchandise sold at its 175 retail stores, including 24 (approximately 14%) in Canada spread across six (6) provinces and 151 (approximately 86%) in the United States. The Chapter 11 Debtors sell products under the Eddie Bauer name in brick-and-mortar retail stores in three primary categories: (a) sportswear; (b) outerwear; and (c) gifts, gear, accessories, and footwear, with men's sportswear accounting for approximately 40% of all sales. Historically, the Company maintained three primary sales channels: e-commerce, wholesale and brick-and-mortar retail; however, as described below, the Company terminated its rights to operate the e-commerce and wholesale channels, effective January 31, 2026.

B. The Chapter 11 Debtors and their Non-Debtor Affiliates

14. All of the Chapter 11 Debtors operate on an integrated basis. Three of the Chapter 11 Debtors are incorporated in the United States and two are incorporated in Canada. An overview of the Company's organizational structure is reflected below. A list of the Chapter 11 Debtors and their non-Debtor affiliates is attached as Exhibit "A" to the First Day Declaration.



15. 13051269 Canada Inc. is a holding corporation incorporated under the laws of Canada, which maintains a registered office at 199 Bay Street, Suite 5300 Commerce Court West in Toronto, Ontario. 13051269 Canada Inc. was previously subject to a Unanimous Shareholder Agreement (the “USA”), which vested in its sole shareholder, SPARC EB Holdings LLC (“SPARC U.S.”), all the rights, powers, duties and liabilities of the directors of 13051269 Canada Inc. to manage or supervise the management of the business and affairs of 13051269 Canada Inc. The USA was terminated in advance of the Petitions being filed.

16. Eddie Bauer Canada is incorporated under the laws of Canada and maintains a registered office at 199 Bay Street, Suite 5300 Commerce Court West in Toronto, Ontario. Eddie Bauer Canada is a wholly owned subsidiary of 13051269 Canada Inc.

17. The Company's principal operating entities are Eddie Bauer U.S. in the U.S. and Eddie Bauer Canada in Canada. Eddie Bauer Canada operates all the retail stores in Canada and employs all of the personnel who work in the retail and outlet locations throughout Canada; it does not employ any executive or corporate level personnel.

C. The Financial Position of the Company and the Canadian Debtors

18. There are no stand-alone audited financial statements for the Canadian Debtors. The unaudited financial statements of the Canadian Debtors have historically been consolidated with the Company's financial statements, and an audit is performed on a consolidated basis only. A copy of the Company's consolidated income statement and balance sheet for FY2025 are attached as **Exhibit "G"**.

19. As at January 3, 2026, the Company generated approximately \$541.7 million in net revenue on a consolidated basis. In FY2025, Canadian sales accounted for approximately 11% (\$62.4 million) of the Company's net revenue and 20.5% of the Company's retail sales.

20. Through the first 11 months of FY2025, the Company recorded a net loss of \$67,094,000, on a consolidated basis. The book value of the Company's assets and liabilities reflected on its balance sheet was approximately \$262.2 million and \$351.5 million, respectively, on a consolidated basis.

21. A review of the information contained in the consolidated balance sheet in respect of Eddie Bauer Canada is as follows:³

(a) Assets

22. As at January 3, 2026, Eddie Bauer Canada had total assets of approximately \$35.2 million comprised of:

Assets	\$ (USD)
Cash and cash equivalents ⁴	26,365,000
Credit Card receivable	1,686,000
Trade receivables, net	25,000
Merchandise inventories, net	4,052,000
Prepaid expenses and other current assets	-70,000
Current Assets	32,058,000
Right of use asset, net	2,963,000
Property and equipment, net	527,000
Goodwill	-315,000
Other non-current assets	14,000
Total Assets	35,246,000

(b) Liabilities

23. As at January 3, 2026, Eddie Bauer Canada had total liabilities of approximately \$44.6 million comprised of:

³ 13051269 Canada is a holding corporation and has no balance sheet.

⁴ The approximately \$26.4 million cash on hand as of January 3, 2026 included amounts in disbursements that had not left the bank account and cash in transit. Substantially all of the cash in the Eddie Bauer Canada operating account was swept to the U.S. operating account at the end of January, in accordance with the process described below.

Liabilities	\$ (USD)
Accounts Payable	6,731,000
Accrued expenses	6,729,000
Operating lease liability (ST)	1,910,000
Gift card liability	1,214,000
Total current liabilities	16,584,000
Operating lease liability (LT)	1,257,000
Deferred rent and other liabilities	26,783,000
Due to Parent	-1,000
Total Liabilities	44,623,000

(c) Shareholders' Equity

24. As at January 3, 2026, Eddie Bauer Canada had shareholders' equity totaling approximately -\$7,595,000.

D. Retail Stores and Leases in Canada

25. The Canadian Debtors do not own any real property. As of the Petition Date, Eddie Bauer Canada conducted business through 24 retail locations spread across six provinces (5 outlets and 19 full price), as follows:

Province	Number of Stores
Alberta	4
Ontario	11 (4 outlet)
New Brunswick	1
British Columbia	6 (1 outlet)
Nova Scotia	1
Saskatchewan	1

26. All of Eddie Bauer Canada's retail operations are conducted in leased facilities pursuant to leases with third-party landlords (13 unique landlords in Canada) (the "**Canadian Leases**"), including Cadillac Fairview, Ivanhoe Cambridge, Riocan and Oxford Properties.

27. Typical of retail store leases in Canada, each of the Canadian Leases contain provisions that impact store operations in Canada, including restrictions that relate to going-out-of-business sales.

28. The Canadian Leases also provide that it is an event of default if Eddie Bauer Canada obtains bankruptcy protection and most of the Canadian Leases have no cure periods for same. Upon an event of default, absent a stay of proceedings, the landlord would have the ability to exercise certain remedies, including re-entering the premises with or without terminating the lease, re-letting the premises and terminating the lease.

29. As of the date of this affidavit, there are no outstanding rent arrears in respect of the Canadian Leases.

E. Employees

30. As of the Petition Date, the Chapter 11 Debtors employ approximately 2,200 employees, almost all of whom are located in the United States and Canada. Approximately 500 of the Chapter 11 Debtors' employees are full-time, and approximately 1,400 are part-time. Approximately 70 employees serve in various corporate roles for the Chapter 11 Debtors, while the remainder primarily work in the Chapter 11 Debtors' brick-and-mortar retail locations. The Chapter 11 Debtors also employ as many as 300 or more seasonal temporary employees from time to time, mostly during the holiday season.

31. As of the Petition Date, Eddie Bauer Canada employed approximately 379 of the Company's employees, of whom approximately 29 are salaried, 42 are full-time hourly, 199 are part-time hourly and 109 are temporary hourly employees. None of the employees of Eddie Bauer Canada (or any of the Chapter 11 Debtors) are unionized or benefit from any pension plan.

32. The Eddie Bauer Canada employees are employed across six provinces as follows:

Province	Number of Employees
Ontario	182
Saskatchewan	13
British Columbia	91
Alberta	64
Nova Scotia	12
New Brunswick	17

(a) Benefits Plans

33. Eddie Bauer Canada maintains certain insured group benefits administered by Manulife Financial Corporation (“**Manulife**”) for eligible full-time Canadian employees, including medical/health insurance, dental insurance, life insurance, AD&D benefits, short-term disability, and long-term disability:

- (a) **Medical Plans** – The Canadian medical plans include individual plans for, among other things, major medical expenses, prescription drugs, vision care, paramedical services, and travel assistance, and it permits use of a health spending account.
- (b) **Life Insurance Plan** – The life insurance plan includes basic life insurance equal to the employees' annual base earnings at no cost. Canadian employees may also

purchase additional life insurance coverage on voluntary, employee-paid basis, which they pay for via biweekly deductions from their paychecks.

- (c) **Dental Insurance Plan** – The Canadian dental insurance plan offers an approximately \$50 CAD annual deductible for individuals or approximately \$100 CAD for family coverage.
- (d) **Employee Disability Program** – The Canadian employee disability program includes (i) long-term disability benefits; (ii) short-term disability benefits; and (iii) accidental death and dismemberment insurance.

34. In the ordinary course of business, Eddie Bauer Canada offers eligible full-time Canadian employees the opportunity to participate in a structured retirement savings plan (the “**SRSP**”) and a deferred profit-sharing program (the “**DPSP**”) administered by Manulife. Under the SRSP, participating Canadian employees may contribute a percentage of their biweekly earnings to a retirement savings account. Under the DPSP, Eddie Bauer Canada matches 100 percent of the participating employee’s contributions to the SRSP for the first 3 percent of eligible biweekly earnings, and 50 percent for the next 2 percent of eligible biweekly earnings.

F. Store Merchandise

35. As of January 16, 2026, the total Canadian inventory on hand was approximately \$4.7 million CAD (at cost), which is held at the Canadian retail stores and at the Company’s Canadian warehouse in Port Coquitlam, British Columbia.

36. In the ordinary course of business, all Eddie Bauer Canada inventory is procured and purchased in the United States. As described in more detail below, Eddie Bauer U.S. records an

intercompany receivable at cost owing by Eddie Bauer Canada when inventory is transferred from the U.S. to Canada. Canadian stores typically hold 6-8 weeks of inventory and will receive replenishment from the U.S. on an as-needed basis.

37. GXO Logistics (“**GXO**”), one of the Company’s key vendors, maintains the Company’s warehouse system and is located in Columbus, Ohio. GXO provides third-party-logistics services to the Company, including but not limited to: (i) warehousing inventory, (ii) picking inventory, (iii) processing returns and (iv) maintaining certain supplies for the product. The Company’s other key suppliers include, among others, various freight vendors, ocean carriers, truckers, common or contract carriers, customs brokers, and other shipping services providers, in addition to vendors involved in store operations, including certain suppliers in Canada.

G. Gift Cards and Loyalty Programs

38. The Chapter 11 Debtors, including Eddie Bauer Canada, allow their customers to purchase prepaid, non-expiring gift cards in various denominations ranging from \$10 to \$500. In addition, the Chapter 11 Debtors may issue gift cards for store credit in connection with certain returns of products in the ordinary course of business. The Chapter 11 Debtors sell gift cards to their customers in their retail stores and at certain third-party locations. As described in more detail below, effective as of January 31, 2026, the Company’s right to use Eddie Bauer intellectual property with respect to its e-commerce and wholesale business channels was terminated. In connection with this transaction, the Chapter 11 Debtors retained all accrued gift card liabilities, and previously-issued gift cards may only be redeemed at the Chapter 11 Debtors’ brick-and-mortar retail locations.

39. The Chapter 11 Debtors also offer a customer loyalty program in which approximately ten million of the Chapter 11 Debtors' customers are enrolled, which operates on a points-based system. As of the Petition Date, there are outstanding unexpired reward points under this program that have accrued.

H. Eddie Bauer Canada's Integrated Operations with the U.S.

40. The Canadian Debtors are fully integrated with the Company's U.S. operations.

41. SPARC performs almost all critical business functions for Eddie Bauer Canada. The services provided by SPARC, and in certain cases Eddie Bauer U.S., are closely interrelated and essential for supporting the retail operations of Eddie Bauer Canada in Canada. Without these services, the Canadian Debtors could not continue to operate. In particular,

- (a) All inventory for Eddie Bauer Canada is sourced by and purchased from the United States. The sale and merchandising team sits at SPARC with an Eddie Bauer focused team reporting to U.S. headquarters. The Canadian Debtors are entirely dependent on the purchasing power and supplier relationships of the Chapter 11 Debtors and SPARC in the U.S. to source merchandise for the Canadian stores;
- (b) Eddie Bauer U.S. and SPARC provide strategic decision-making functions and corporate support functions to Eddie Bauer Canada such as legal, finance, information technology, human resources, etc.;
- (c) The Company's Treasury, Accounting, Accounts Payable and Accounts Receivable teams are located in the U.S.;

- (d) Key management personnel are located in the U.S.;
- (e) Approximately 70 corporate employees are located in the U.S.;
- (f) The only corporate function in Canada is payroll, which is processed by Eddie Bauer Canada, and there is one district manager for Canada located in Canada; and
- (g) Two of the three directors of each of the Canadian Debtors reside in the United States.

(a) Cash Management System

42. The Chapter 11 Debtors operate an integrated, centralized cash management system (the “**Cash Management System**”) to collect, transfer and disburse funds generated by their operations.

43. In the ordinary course of business, the Chapter 11 Debtors’ treasury department located in the U.S. maintains daily oversight of the Cash Management System and implements controls for accepting, processing, and releasing funds, including in connection with intercompany transactions. The Chapter 11 Debtors’ accounting department regularly reconciles the Chapter 11 Debtors’ books and records to ensure that all transfers are properly accounted.

44. All but one of the Chapter 11 Debtors’ 32 bank accounts in the Cash Management System are owned and controlled by the Chapter 11 Debtors. A single bank account is owned by a Non-Debtor Affiliate, SPARC Group LLC. Eleven (11) of the bank accounts are owned by Eddie Bauer Canada and are primarily associated with the Chapter 11 Debtors’ Canadian operations.

45. Of the eleven (11) bank accounts used for Canadian operations, four (Scotiabank x4716, Scotiabank x8713, Scotiabank x5312 and Scotiabank x3610) are collection accounts associated with the Canadian Debtors' brick-and-mortar retail and legacy e-commerce operations. Funds collected in the Canadian collection accounts are regularly swept to the Canadian operating account (Scotiabank x6914), which is the hub of the Canadian portion of the Cash Management System. Three of the Canadian bank accounts (Scotiabank x9614, Scotiabank x1710, Scotiabank x7217) fund disbursements to various third parties. One additional disbursement account – a Bank of America account (x6431) – is denominated in USD and is held in the U.S., but is primarily associated with the Canadian Debtors' operations. This Canadian USD disbursement account facilitates disbursements made in USD to certain third parties that provide goods and services to Eddie Bauer Canada. There is also one inactive Canadian bank account (Scotiabank x8118) which is not currently used by the Chapter 11 Debtors.

46. The Canadian collection accounts collect funds from several distinct revenue sources: (a) Scotiabank x8713 collects revenue from in-store Visa credit card sales at the Canadian stores; (b) Scotiabank x5312 collects revenue from in-store MasterCard credit card sales at the Canadian stores; (c) Scotiabank x4716 collects revenue from in-store debit card sales at the Canadian stores; and (d) Scotiabank x3610 collects revenue from the legacy Canadian e-commerce operations. Each of these accounts is a zero-balance account that sweeps to the Canadian operating account at the end of each business day. Receipts from in-store sales made in cash or with a credit card other than Visa or MasterCard are deposited directly in the Canadian operating account without first passing through a collection account.

47. The Canadian operating account pools funds that collect in the Canadian collection accounts and receives funds from the main U.S. operating account via an intercompany transfer.

Funds in the Canadian operating account are automatically transferred to the Canadian disbursement accounts as needed to settle payments to third parties.

48. Each of the Company's disbursement accounts is dedicated to facilitating disbursements to specific types of third-party payees. Scotiabank x9614 and x1710 facilitate payments made to non-merchandise vendors in the United States and Canada, respectively, such as freight and cybersecurity providers; Scotiabank x7217 facilitates payroll payments made by Eddie Bauer Canada to the Chapter 11 Debtors' Canadian employees; and Bank of America x6431 facilitates payments made in USD to vendors of Eddie Bauer Canada. At the end of each business day, all Canadian disbursement accounts, except for Scotiabank x1710, are swept to the Canadian operating account. Scotiabank x1710 funds are manually moved from Scotiabank x1710 on an as-needed basis.

49. The Chapter 11 Debtors keep only those funds in the Canadian bank accounts that are required to meet weekly operating expenses that must be paid in CAD. Any excess funds held in the Canadian bank accounts are manually moved to the main U.S. operating account on a weekly basis.

50. In the ordinary course of business, the Chapter 11 Debtors incur certain fees in connection with the transport by various security providers (the "**Security Providers**"), including Brink's Canada Ltd. in Canada, of cash generated at the Chapter 11 Debtors' brick-and-mortar retail locations. The Security Providers make regularly scheduled cash pickups at many of the Chapter 11 Debtors' retail stores; thereafter, the Security Providers deliver the cash to nearby branches of the Cash Management banks.

51. As described above, the cash management and treasury team is located in the United States. There is a small Canadian cash management function that is managed by an employee in the United States. Until recently, cash of up to \$5 million generated by Canadian operations was held in the Canadian operating account, while the remaining excess cash was held in the Bank of America account described above.

(i) Intercompany Transfers

52. In the ordinary course of business, Eddie Bauer U.S. and Eddie Bauer Canada engage in Intercompany Transactions (the “**Intercompany Transfers**”) to, among other things, ensure that the Chapter 11 Debtors’ Canadian funding needs are adequately met and ensure the Company’s Canadian operations continue uninterrupted, which take three forms:

- (a) Eddie Bauer U.S. pays certain of Eddie Bauer Canada’s ordinary course expenses that must be made in USD, such as payments to various vendors and suppliers. In such instances, Eddie Bauer U.S. makes the applicable payments on behalf of Eddie Bauer Canada using funds that Eddie Bauer Canada has manually transferred from the Canadian operating account to the main U.S. operating account. Thereafter, Eddie Bauer U.S. will make the applicable payments on behalf of Eddie Bauer Canada.
- (b) Eddie Bauer U.S. engages in Intercompany Transfers with Eddie Bauer Canada to ensure Eddie Bauer Canada has sufficient funds to satisfy payments to third parties that are regularly made in CAD. In such instances, Eddie Bauer U.S. will exchange USD for CAD in an amount necessary to satisfy the applicable payments from the main U.S. operating account to the Canadian operating account. Eddie Bauer U.S.

will then transfer the CAD to Eddie Bauer Canada, before the funds are disbursed via the Canadian disbursement accounts.

- (c) Eddie Bauer U.S. historically acquired substantially all inventory that the Chapter 11 Debtors sell in both the United States and Canada. To stock the retail locations in Canada, Eddie Bauer U.S. would regularly transfer inventory to Eddie Bauer Canada before it was ultimately sold in Canada. Eddie Bauer U.S. is no longer buying new inventory to stock Eddie Bauer Canada's brick-and-mortar stores, although existing inventory will continue to be sent from the U.S. to Canada.

53. With respect to the transfer of inventory from Eddie Bauer U.S. to Eddie Bauer Canada, in the ordinary course of business, (a) Eddie Bauer Canada records an intercompany payable to Eddie Bauer U.S., and (b) Eddie Bauer U.S. records an intercompany receivable from Eddie Bauer Canada. During periods in which the revenue collected from the Canadian collection accounts exceeds expenses paid via the Canadian disbursement accounts, Eddie Bauer Canada will exchange the excess CAD for USD before transferring the USD to Eddie Bauer U.S., thereby paying down any accrued intercompany balance.

(b) Intellectual Property

54. As described above, in 2021, ABG and SPARC acquired the Company from Golden Gate Capital. As part of that transaction, ABG acquired the Company's intellectual property portfolio, while SPARC took on the core operating business (retail stores, e-commerce, and wholesale).

55. SPARC U.S. (the "**Licensee**") entered into an 11-year agreement from May 6, 2021 to May 6, 2031 ("**License**") wherein it would pay a minimum royalty fee of \$31 million and an annual

marketing fee of \$3 million to the Eddie Bauer Licensing Services LLC (c/o Authentic Brands Group, LLC) (the “**Licensor**”), an affiliate of ABG (the “**License Agreement**”), for use of the Eddie Bauer IP within North America across retail and e-commerce distribution channels. SPARC U.S. directed Eddie Bauer U.S. to remit Eddie Bauer Canada’s proportionate share of the royalties (determined based on sales) directly to ABG.

56. As part of the recent IP restructuring described in more detail below, the original License Agreement was amended to limit the Company’s license to brick-and-mortar retail only, removing e-commerce and wholesale rights along with the minimum royalty (\$31 million) and annual marketing fee (\$3 million) requirements. As a result, the Company now pays significantly lower royalties to ABG (calculated as a percentage of net store sales without the accrual of additional minimum or annual fees, resulting in an estimated \$220 million of minimum anticipated royalty fees saved during the duration of the License Agreement). Eddie Bauer U.S. continues to remit Eddie Bauer Canada’s proportionate share of these royalties to ABG. The e-commerce and wholesale portions are now managed by O5 Group (“**O5**”), an affiliate of ABG, through its subsidiary Outdoor 5, LLC.

57. The IP restructuring was effected through the following agreements:

- (a) an Amendment and Termination Agreement (the “**License Termination Agreement**”), effective January 31, 2026, between the Licensor and Licensee, which terminated wholesale and e-commerce sale rights and removed the minimum royalty fee and annual marketing fee and included a 12-month sell off period for remaining inventory;

- (b) a Transition Services Agreement, between the Licensor, Eddie Bauer U.S. and Eddie Bauer Gift Card Services LLC, effective December 9, 2025 for the provision of customer returns, tech packs and tech employees to Outdoor 5, LLC;
- (c) an Employee Leasing Agreement between Eddie Bauer U.S. and Outdoor 5, LLC, effective December 9, 2025 whereby Outdoor 5, LLC would pay 50% of all employee-related services and \$10,000 weekly; and
- (d) an Asset Purchase Agreement between Eddie Bauer U.S. and Eddie Bauer Gift Card Services LLC, as Sellers and Outdoor 5, LLC, as Buyer, dated December 9, 2025 for sale of the wholesale and e-commerce business per License terms.

PART II – PREPETITION CAPITAL STRUCTURE AND INDEBTEDNESS

A. Chapter 11 Debtors’ Prepetition Capital Structure and Indebtedness

58. The Company’s primary debt obligations are in respect of three secured facilities as set out in the table below (collectively, the “**Prepetition Loan Facilities**”):

	ABL Facility	Term Loan Facility	Subordinated Loan Facility	Total
Lead Lender (collectively, the “Prepetition Lenders”)	Wells Fargo	WhiteHawk	Copper Retail JV LL	
Maturity	September 19, 2030	September 19, 2030	February 19, 2031	
Interest Rate	Letters of Credit: SOFR + 2.50% Loans: Variable	SOFR + 6.75%	15.0%	

	ABL Facility	Term Loan Facility	Subordinated Loan Facility	Total
Commitment	Letters of Credit: \$1,750,000,000 Loans: \$202,000,000	\$600,000,000	\$211,844,000	
Amount Outstanding (as of February 5, 2026)	Letters of Credit: \$728,477,563 Loans: \$196,811,453	\$600,000,000	\$216,281,687	\$1,741,570,703

59. The borrowers under the Prepetition Loan Facilities are not Chapter 11 Debtors. Generally, the non-debtor borrower entities allocate proceeds of the Prepetition Loan Facilities to the Chapter 11 Debtors and the other Catalyst brands according to a series of ordinary course arrangements. In the case of the Chapter 11 Debtors, operational shortfalls are funded by periodic draws on the ABL Facility, the proceeds of which draws are transferred through a series of intercompany transactions from the borrowers to the various Chapter 11 Debtor entities. As of February 8, 2026, the parties to the credit agreements which govern each of the Prepetition Loan Facilities (collectively, the “**Credit Agreements**”) and the Canadian Debtors entered into amendments to each of the Credit Agreements to add the Canadian Debtors as “**Joining Loan Parties**” under the Credit Agreements.

60. The U.S. Chapter 11 Debtors have provided guaranties pursuant to the Credit Agreements. The Canadian Debtors also recently guaranteed a portion of the obligations under the Credit Agreement for the ABL Facility (the “**ABL Credit Agreement**”), which is limited to \$6,384,000 of obligations, which amount reflects the value contributed from Eddie Bauer’s U.S. business to Eddie Bauer’s Canadian business on account of shared services (not including Eddie Bauer Canada’s proportionate share of corporate payroll) after taking into account inventory received and cash transferred from Eddie Bauer Canada to Eddie Bauer U.S., as described in more detail

below. All of the U.S. Chapter 11 Debtors have pledged substantially all of their assets in support of their respective obligations under the Prepetition Loan Facilities and the Canadian Debtors have granted security over substantially all of their assets in respect of the ABL Facility. A copy of the Limited Guarantee and Collateral Agreement dated as of February 8, 2026 (the “**Limited Guarantee**”) is attached as **Exhibit “H”**.

61. The Prepetition Lenders are also party to two intercreditor agreements, which delineate collateral and payment rights among the Prepetition Lenders (the “**Intercreditor Agreements**”).

B. Intercompany Payable to SPARC

62. SPARC has historically paid certain of the Chapter 11 Debtors’ expenses directly on their behalf and transferred funds to the Chapter 11 Debtors on a weekly basis to finance certain of the Chapter 11 Debtors’ expenses (together, the “**Covered Expenses**”) and has provided the Chapter 11 Debtors certain management and administrative services (the “**SPARC Management Services**”), a portion of which may be allocated to the Canadian Debtors based on their retail sales (approximately 20.5% of the Company’s retail sales).

63. In the ordinary course of business, the Chapter 11 Debtors, after paying certain expenses directly to vendors and other third parties, have historically transferred excess funds generated by their operations, if any, to SPARC on a weekly basis via an intercompany transfer (the “**SPARC Transfers**”) and have received an invoice allocation from SPARC for a monthly management fee that compensates SPARC for the SPARC Management Services provided by Catalyst executives and other employees (the “**Management Fee**”).

64. Over the course of the approximately five-year period since the SPARC acquisition and the Petition Date, the SPARC Transfers from the Chapter 11 Debtors to SPARC have consistently been lower than the total amount of Covered Expenses. As a result, over time, the Chapter 11 Debtors have accrued an intercompany payable to SPARC, which represents the difference between the Chapter 11 Debtors' accrued obligations to SPARC on account of the Covered Expenses and the Management Fee and the aggregate funds that the Chapter 11 Debtors have transferred to SPARC. As of the Petition Date, the intercompany payable to SPARC totals approximately \$215 million. Of the intercompany payable existing as of the Petition Date, approximately \$123 million relates to corporate services, royalties and vendor payments, of which approximately \$25.2 million is attributable to Eddie Bauer Canada (not including Eddie Bauer Canada's proportionate share of corporate payroll). After taking into account inventory received and cash transferred from Eddie Bauer Canada to Eddie Bauer U.S., approximately \$6.4 million is attributable to Eddie Bauer Canada. The Covered Expenses, the SPARC Transfers, and this intercompany payable are recorded in the Chapter 11 Debtors' centralized account system, monitored closely, and reconciled monthly.

C. PPSA Searches

65. I am advised by Martino Calvaruso, a partner at Osler, Hoskin & Harcourt LLP, Canadian counsel to the Chapter 11 Debtors, and believe that lien searches were conducted on or about February 6, 2026, against the Canadian Debtors under the *Personal Property Security Act* (or equivalent legislation) in Ontario, Saskatchewan, British Columbia, Alberta, Manitoba, Nova Scotia and New Brunswick (the "**PPSA Searches**"). Copies of the PPSA Searches are attached as **Exhibit "I"**.

66. I have been further advised by Mr. Calvaruso and believe that the PPSA Searches indicate, among other things, that there are registrations in each province against the Canadian Debtors in favour of Wells Fargo in connection with the Limited Guarantee. There is also a lien registered against Eddie Bauer Canada in Ontario in favour of His Majesty in Right of Ontario represented by the Ministry of Finance in the amount of \$5,692.

PART III – EVENTS LEADING TO THE CHAPTER 11 CASES

67. As described more fully in the First Day Declaration, after the SPARC acquisition in 2021, the Company was able to capitalize on early COVID-19 era changes in consumer preferences as demand for outdoor apparel and gear increased and consumer discretionary spending spiked, and was able to capture operational savings and enact measures aimed to increase profitability, which led to positive EBITDA of \$21 million during the last eight months of 2021. However, multiple headwinds including (a) shifting consumer preferences, (b) a historic rise in inflation leading to an increase in the Chapter 11 Debtors' cost of doing business, (c) the long-standing (though recently suspended) "de minimis" tariff exemption in the U.S. that allowed non-U.S. retailers to import goods in the U.S. without paying duties and elevated tariffs, and (d) recent reciprocal tariffs which have significantly raised the cost of imports from nearly all countries have continued to erode the Chapter 11 Debtors' margins. The Chapter 11 Debtors recorded negative earnings of approximately \$2 million in 2022, \$10 million in 2023, \$82 million in 2024, and \$80 million in 2025.

68. The Chapter 11 Debtors' financial challenges continued to mount through the fourth quarter of 2025, including due to the accrual of fixed intellectual property licensing fees payable under the License Agreement. In total, the Chapter 11 Debtors faced approximately \$220 million in future fees due over the remaining six years of the License Agreement, and sales had declined

to an extent that they could no longer support payment of the fixed licensing fees. Therefore, as described above, on October 10, 2025, the parties agreed to terminate the Company's wholesale and e-commerce rights under the existing License Agreement with ABG. Pursuant to the License Termination Agreement, the Company transferred the wholesale and e-commerce business, including related inventory, to O5, but retained the exclusive right to operate Eddie Bauer brick-and-mortar retail locations, and were released from future obligations to pay the minimum royalty and certain other minimum fees and expenses under the License Agreement.

69. On November 17, 2025, the Company's management approved the proposed transfer of inventory, allocation of liabilities, treatment of employees, and the provision of transition services from the Company to O5 (the "**Business Transition**"). Following this approval, the Company, assisted by its lead counsel, Kirkland & Ellis LLP, and BRG, negotiated and finalized the definitive documentation for the Business Transition. On or around December 9, 2025, the Company executed a Transition Services Agreement, an Employee Licensing Agreement, and an Asset Purchase Agreement with O5, all as described above.

70. Although the termination of the License Agreement alleviated a substantial liability for the Company, the Chapter 11 Debtors' financial projections continued to indicate that they would generate negative cash flow.

71. In January 2026, it became clear to the Chapter 11 Debtors that a comprehensive restructuring would be necessary to address the Chapter 11 Debtors' balance sheet and operational challenges when SPARC, which has been funding the Company's cash shortfalls through intercompany loans, expressed an intention to cease funding future losses imminently. As a result

of SPARC's anticipated withdrawal of funding, the Company has been facing significant near-term liquidity pressure.

72. In light of this position, the Company has been considering all potential strategic options, including a going-concern sale of its remaining brick-and-mortar retail business (including in respect of certain of the Canadian Leases) and going out of business sales for its remaining retail stores, each as described below.

PART IV – RESTRUCTURING AND SALE EFFORTS AND PATH FORWARD

73. In an effort to maximize value for all stakeholders, the Chapter 11 Debtors (a) engaged in a variety of cost-cutting measures in an attempt to address their sizable operating expenses, (b) made changes to their leadership team, including appointing a new Chief Executive Officer, Ken Ohashi, in January 2025, (c) evaluated and modified their merchandising strategy, (d) exited 49 unprofitable store locations; and (e) began to explore a going concern sale of all or substantially all of the brick-and-mortar retail business. During this prepetition period, SPARC continued to fund the Chapter 11 Debtors' operations.

74. On November 24, 2025, the Company retained SOLIC Capital Advisors, LLC ("SOLIC") as investment banker to begin the process for a potential going-concern sale of the Company's remaining brick-and-mortar retail business. As part of the sale process, in January 2026, SOLIC began an outreach to a targeted group of potential strategic and financial buyers, and invited interested parties to execute non-disclosure agreements, access a virtual data room, and commence preliminary diligence. In total, SOLIC has reached out to 126 potential acquirers, including 68 financial and 58 strategic counterparties with investments and/or operational experience in the consumer retail space. Thirty-four (34) parties executed non-disclosure agreements and accessed

a virtual data room containing diligence materials regarding the Company. On the January 30, 2026 deadline for parties to submit indications of interest (“**IOIs**”), the Company received two IOIs. While these two IOIs have not yet resulted in a binding proposal for a going-concern sale, the Company, along with SOLIC and its other advisors, intend to work with these parties postpetition to solidify a going concern transaction for some or all of the ongoing operations.

75. Concurrently with the going-concern sale process described above and multiple other measures to maximize value, the Chapter 11 Debtors hired RCS Real Estate Advisors to analyze the Chapter 11 Debtors’ lease portfolio and hired Hilco Merchant Resources, LLC/SB360 Capital Partners, LLC to assist with the wind-down of the Chapter 11 Debtors’ brick-and-mortar retail business. The Chapter 11 Debtors initiated store closing sales in all of their remaining stores between January 26, 2026 and February 7, 2026, and anticipate that the store closing sales will continue postpetition for approximately thirteen more weeks.

76. The Chapter 11 Debtors also commenced negotiations with their Prepetition Lenders, which culminated in the parties’ execution of an amendment and forbearance agreement (the “**Amendment and Forbearance Agreement**”) and a restructuring support agreement (the “**Restructuring Support Agreement**”):

- (a) Under the Amendment and Forbearance Agreement, (i) the Prepetition Lenders consented to the Chapter 11 Debtors’ entry into the Restructuring Support Agreement and consummation of the Transactions (as defined below); (ii) the parties agreed that the Transactions do not constitute a Default, Event of Default, or Material Adverse Effect under and as defined in the Prepetition Loan Documents; and (iii) the Canadian Debtors agreed to provide a limited, secured

guarantee of up to \$6,384,000 of the obligations under the ABL Credit Agreement, which amount, as described above, reflects the value contributed from Eddie Bauer's U.S. business to Eddie Bauer's Canadian business (not including Eddie Bauer Canada's proportionate share of corporate payroll). The guarantee was granted by the Canadian Debtors as consideration under the Amendment and Forbearance Agreement given that the Canadian Debtors rely heavily on, and cannot operate without, the U.S. Eddie Bauer obligors for operational and business support, as described above, which support is critical for the inclusion of the Canadian business in the Transactions. The Prepetition Lenders would not agree to the Amendment and Forbearance Agreement and Restructuring Support Agreement absent the Limited Guarantee, and the Company, with the assistance of its advisors, has ensured that the Limited Guarantee is commensurate with the value provided by obligors of the ABL Facility to the Canadian Debtors.

- (b) The Restructuring Support Agreement contemplates two interlocking processes (collectively, the "**Transactions**"): (a) the completion of one or more sales of the Chapter 11 Debtors' assets free and clear of all liens, claims, and other encumbrances to the highest or otherwise best bidder(s) (each, a "**Going Concern Sale Transaction**"), which may pertain to all or a portion of the Chapter 11 Debtors' assets and business (including the Canadian Debtors' assets and business); and (b) an orderly, value-maximizing winddown of all of the Chapter 11 Debtors' brick-and-mortar retail operations that are not sold in a Going Concern Sale Transaction, subject to store closing procedures approved by the U.S. Court. The

Restructuring Support Agreement also includes milestones for both a chapter 11 plan confirmation process and a sale process.

77. Significantly, the Restructuring Support Agreement also provides commitments from all of the Chapter 11 Debtors' funded-debt creditors to support a plan of reorganization (the "**Plan**") that will address all prepetition obligations and provide a recovery for unsecured creditors as long as the class of unsecured creditors votes to accept the Plan.⁵ Canadian unsecured creditors are expected to receive equal treatment under the Plan.

78. Upon signing the Restructuring Support Agreement, the Chapter 11 Debtors filed the Petitions. The Company will be using available cash resources to finance operations of the Company during the course of the Chapter 11 Cases. If the Company determines it requires additional interim financing during the Chapter 11 Cases, it will return to seek approval of such interim financing.

PART V – URGENT NEED FOR RELIEF IN CANADA

79. The Chapter 11 Debtors are in urgent need of a stay of proceedings and the recognition of the First Day Orders, once granted.

80. The Chapter 11 Debtors' cash balance as of the Petition Date was insufficient to operate their enterprise and continue paying their debts as they come due. While the Chapter 11 Debtors have thus far largely been able to maintain the shipment and distribution of inventory (and thus the continued trust of their customers) notwithstanding their liquidity challenges, the Chapter 11

⁵ Specifically, the Restructuring Support Agreement provides that the greater of (i) 10 percent of the net proceeds of asset sales remaining on the Chapter 11 Debtors' balance sheet upon consummation of the Plan in excess of a threshold recovery amount for the ABL Lenders and (ii) \$250,000 will be distributed to holders of general unsecured claims, as long as that class votes to accept the Plan.

Debtors cannot sustain normal course operations without the relief requested in the First Day Orders. The relief requested will minimize disruptions to the Chapter 11 Debtors' business operations and customers and is critical to maximizing the value of the Chapter 11 Debtors' estates and assisting the Chapter 11 Debtors in achieving an orderly liquidation of the Chapter 11 Debtors' business, for the benefit of all stakeholders, potentially in combination with an expeditious and successful sale of a subset of the Chapter 11 Debtors' assets.

81. The Canadian Debtors are balance sheet insolvent and are entirely dependent on the U.S. Chapter 11 Debtors and SPARC for shared services, who have indicated that they are not prepared to continue providing those services to Canada outside of a filing in light of the current financial circumstances. Eddie Bauer Canada does not have the ability to independently continue, or effect a recapitalization or restructuring of, the Company's Canadian operations without continued operational and financial support from the Company. Absent continued operational support, the Canadian Debtors will be unable to meet their obligations as they come due and will be forced to immediately cease the Company's Canadian operations. The Canadian Debtors also cannot operate absent the cooperation of SPARC U.S., as Licensee under the License Agreement, and it would therefore not be feasible for the Canadian Debtors to conduct an independent sale process in a plenary Canadian proceeding where the Licensee would not be party to same.

PART VI – RELIEF SOUGHT

A. Interim Stay Order

82. By operation of the U.S. Bankruptcy Code, the Chapter 11 Debtors (including the Canadian Debtors) obtained the benefit of an automatic stay of proceedings upon the electronic filing of the Petitions with the U.S. Bankruptcy Court. The Chapter 11 Debtors are seeking entry of certain

First Day Orders, including the Foreign Representative Order, at the First Day Hearing to be heard by the U.S. Court on February 10, 2026. If the U.S. Court grants the requested orders, the orders are expected to be available shortly thereafter.

83. The proposed Interim Stay Order provides for a stay of proceedings in Canada in favour of the Chapter 11 Debtors and in respect of their business and property in Canada, and provides for a stay of proceedings in Canada in favour of the directors and officers of the Chapter 11 Debtors. The proposed Interim Stay will give effect in Canada to the stay of proceedings in the Chapter 11 Cases and provide stability and preserve the value of the Canadian business until Eddie Bauer U.S. can be duly appointed as Foreign Representative by the U.S. Court and return before this Court to seek the Initial Recognition Order and Supplemental Order.

84. Since the Canadian business is conducted in Canada, it is important for the Chapter 11 Debtors to be protected by a stay of proceedings and from enforcement rights in Canada pursuant to a Canadian court order, including in respect of the Canadian Leases, and to protect the inventory that is currently located in Canada. As noted above, the Canadian Leases provide that it is an event of default if Eddie Bauer Canada obtains bankruptcy protection. Subject to the automatic stay granted by the U.S. Court and the proposed stay of proceedings requested from this Court, Eddie Bauer Canada's landlords may otherwise have the ability to terminate the Canadian Leases. It is important to the preservation of the value of the Canadian business and the Company's overall efforts to implement an orderly wind-down and/or restructuring of their business, potentially in combination with a sale of a subset of the Chapter 11 Debtors' assets, that the Interim Stay is granted to protect against the exercise of rights or remedies against the Chapter 11 Debtors.

B. Additional Relief Expected to be Sought

85. As discussed above, the Chapter 11 Debtors will be seeking entry of certain First Day Orders, including the Foreign Representative Order, at the First Day Hearing scheduled to be heard by the U.S. Court on February 10, 2026. Once the Foreign Representative Order has been issued by the U.S. Court, the Foreign Representative will return before this Court to seek the Initial Recognition Order and the Supplemental Order.

86. Further information in respect of the relief to be sought with respect to the Initial Recognition Order and the Supplemental Order will be provided to the Court in advance of the hearing in respect thereof.

PART VII – CONCLUSION

87. I believe that the relief sought in the proposed Interim Stay Order is necessary to protect the Chapter 11 Debtors in Canada and preserve the value of the Canadian business for the benefit of a broad range of stakeholders. The requested relief will provide the Company, including the Chapter 11 Debtors, with the opportunity to pursue a concurrent sale process and orderly liquidation in the Chapter 11 Cases with a view to maximizing value.

SWORN BEFORE ME over
videoconference in accordance with the
*Administering Oath or Declaration Remotely
Regulation*, O. Reg 431/20, on February 9,
2026, while I was located in the City of
Toronto, in the Province of Ontario, and the
affiant was located in the City of Boston in the
State of Massachusetts.



MARLEIGH ERYN DICK
Commissioner for Taking Affidavits
(or as may be)

STEPHEN COULOMBE

This is Exhibit “A” referred to in the Affidavit of Stephen Coulombe sworn remotely before me at the City of Toronto, in the Province of Ontario, while the deponent was located in the City of Boston, in the State of Massachusetts on February 9, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO # 79390S

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of New Jersey

(State)

Case number (if known): _____

Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, Instructions for Bankruptcy Forms for Non-Individuals, is available.

1. Debtor's Name SPARC EB Holdings LLC

2. All other names debtor used in the last 8 years _____

Include any assumed names, trade names, and doing business as names

3. Debtor's federal Employer Identification Number (EIN) 86-3879563

4. Debtor's address Principal place of business Mailing address, if different from principal place of business

10401 Northeast 8th Street Number Street

Suite 500

Bellevue WA 98004 City State Zip Code

King County County

Number Street

P.O. Box

City State Zip Code

Location of principal assets, if different from principal place of business

Number Street

City State Zip Code

5. Debtor's website (URL) N/A

6. Type of debtor
[X] Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
[] Partnership (excluding LLP)
[] Other. Specify: _____

Debtor SPARC EB Holdings LLC
Name

Case number (if known) _____

7. Describe debtor's business

A. *Check One:*

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. *Check all that apply:*

- Tax-exempt entity (as described in 26 U.S.C. § 501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
4581 – Clothing and Clothing Accessories Retailers

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check One:

- Chapter 7
- Chapter 9
- Chapter 11. *Check all that apply:*

- Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
- A plan is being filed with this petition.
- Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

- No
- Yes.
- | | | |
|----------------|------------|-------------------|
| District _____ | When _____ | Case number _____ |
| District _____ | When _____ | Case number _____ |

If more than 2 cases, attach a separate list.

Debtor SPARC EB Holdings LLC
Name

Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No Yes.

Debtor See Rider 1 Relationship Affiliate

District District of New Jersey When 02/09/2026
MM / DD / YYYY

List all cases. If more than 1, attach a separate list. Case number, if known _____

11. Why is the case filed in this district? *Check all that apply:*

Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
- It needs to be physically secured or protected from the weather.
- It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- Other _____

Where is the property?

Number _____ Street _____

City _____ State _____ Zip Code _____

Is the property insured?

No

Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*

Funds will be available for distribution to unsecured creditors.

After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input type="checkbox"/> 10,001-25,000	<input checked="" type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

Debtor SPARC EB Holdings LLC
Name

Case number (if known) _____

15. Estimated assets (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input checked="" type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

16. Estimated liabilities (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
 I have been authorized to file this petition on behalf of the debtor.
 I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 02/09/2026
MM / DD / YYYY

X /s/ Stephen Coulombe Stephen Coulombe
 Signature of authorized representative of debtor Printed name

Title Co-Chief Restructuring Officer

18. Signature of attorney **X** /s/ Michael D. Sirota Date 02/09/2026
 Signature of attorney for debtor MM / DD / YYYY

Michael D. Sirota
 Printed name

Cole Schotz P.C.
 Firm name

Court Plaza North, 25 Main Street
 Number Street

Hackensack New Jersey 07601
 City State ZIP Code

(201) 489-3000 msirota@coleschotz.com
 Contact phone Email address

014321986 New Jersey
 Bar number State

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of New Jersey

(State)

Case number (if known): _____ Chapter 11

Check if this is an amended filing

Rider 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Eddie Bauer LLC.

- Eddie Bauer LLC
- 13051269 Canada Inc.
- Eddie Bauer Gift Card Services LLC
- Eddie Bauer of Canada Corporation
- SPARC EB Holdings LLC

Fill in this information to identify the case:

Debtor name: Eddie Bauer LLC, et al.
 United States Bankruptcy Court for the District of New Jersey
 (State)
 Case number (if known): _____

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	GXO Logistics Supply Chain Inc. 4043 Piedmont Pkwy High Point, NC 27265, USA	Attn: Devin Russell Attn: Jorge Guanter 614 349 2050 Devin.russell001@gxo.com Jorge.guanter@gxo.com	Trade debt				\$6,935,833
2	Bosideng International Fashion LTD 99 Queen's Road, Unit 5709, 57/F Hong Kong, HK	Attn: Charles Wang Wang.lijun@bosideng.com Customercare@bosidengfashion.com	Trade debt				\$3,425,995
3	Shanghai Dongxia Industry & Commerce Co LTD No. 53 Chuanxie Road, Hongmiao Industry Zone, Fengcheng Town, Fengxian District, Shanghai, 201411 China	Attn: Helen Zhang +86 021 64069006*8006 helen@shdongxia.cn	Trade debt				\$2,555,476
4	MTL Sourcing DMCC HDS Business Centre Plot No. M1 Jumaira Lake Towers, Unit No 105, Dubai UAE	Attn: Tarik Kareem tarik@maliban.com	Trade debt				\$2,404,238
5	Vietsun Lot III-3A, CN1 Street, Industrial Area No.III, Tan Binh Industrial Park, Tay Thanh Ward, Ho Chi Minh City, Vietnam	+84 28 38472878 vietsuncorp@vietsuncorp.com.vn	Trade debt				\$1,954,666
6	Martex Sourcing LLC 261 Siri Dhamma Mawatha Colombo 01000, Sri Lanka	Attn: Azeem Ismile +94 112 668 000 azeem@maliban.com	Trade debt				\$1,916,478
7	Google, Inc. 1600 Amphitheatre Parkway Mountain View, CA 94043, USA	collections@google.com	Trade debt				\$1,541,262
8	Dongxia Industrial Lanka PVT LTD Lot 31 & 32 Bingiriya Export Processing Zone Dummalasuriya, 60450, Sri Lanka	Attn: Helen Zhang +86 021 64069006*8006 helen@shdongxia.cn	Trade debt				\$1,278,236
9	Meta Platforms Inc 1 Meta Way Menlo Park, CA 94025, USA	payment@meta.com	Trade debt				\$1,130,945

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
10 Ningbo Mengdi Imp. & Exp. Co No. 8 Middle Jiangnan Road Xiaogang Street, Beilun District Ningbo, Zhejiang, China	Attn: Oscar Le +86 574 26862126 oscar@china-mengdi.com	Trade debt				\$786,994
11 South Asia Knitting Factory Limited 108 HOW MING STREET KWUN TONG, KOWLOON 17/F South Asia Building Hong Kong HK	Attn: Leo Yeung leoyeung@southasiagroup.com	Trade debt				\$631,713
12 Star Garments Group (PVT) LTD PO Box 1, Ring Road 2, Phase 1, Investment Promotion Zone Katunyake 11450 Sri Lanka	Attn: A. Sukumaran 0094114837000 Ext 4102 / 0094773501864 suku@star.lk	Trade debt				\$628,682
13 Ross Glove Co 1032 Alabama Ave. Sheboygan WI 53081 USA	Attn: Andy Ross +1 920 457 4331 Andy.ross@earthlink.net	Trade debt				\$518,037
14 Yee Tung Garment – Direct 3/F, Chiap Luen Ind. Bldg., 30-32, Kung Yip Street Kwai Chung, N.T., Hong Kong	Attn: May Wong 852 2211 0100 may@yeetung.com	Trade debt				\$481,322
15 Eastman Exp Glo Clo PVT LTD 5/591, Sri Lakshmi Nagar, Pitchampalayam Pudur, Tirupur, Tamil Nadu, India	Attn: Ritesh Kumar ritesh@eastmanexports.com +91 421 430 1234	Trade debt				\$437,395
16 Washington Shoe Company 5530 S 266 th St Kent, WA 98032 USA	Attn: Kristin Raber kristin@westernchief.com	Trade debt				\$427,195
17 United Parcel Service Inc. 55 Glenlake Parkway, N.E. Atlanta, GA 30328 USA	ACHDETAIL@UPS.COM	Trade debt				\$390,369
18 Forter Inc 575 5th Ave, 29th Floor New York, NY 10017, USA	Attn: Michael Reiblat michael@forter.com	Trade debt				\$381,169
19 Viet Thai Garment Export JSC No. 142 Quang Trung Road- Tran Hung Dao Ward, Thai Binh City, Thai Binh, Vietnam	Attn: Bach Nguyen +84 2273 831 686 bachkd@vitexco-gar.com.vn	Trade debt				\$355,362
20 Accutech Packaging Inc 157 Green Street Foxboro, MA 02035, USA	Attn: Michael Meneally +1 508 543 3800 mkemeally@accutechpkg.com	Trade debt				\$322,880
21 Primary Color Systems 11130 Holder St, Cypress CA 90630 USA	+1 949 660 7080 payments@primarycolor.com	Trade debt				\$292,825
22 Degree Fashions (USA) Inc 6445 de la Cote de Lisse Road Saint Laurent, Quebec, H4T 1E5 Canada	+1 800 839 8808 rtock@degree.com	Trade debt				\$270,177

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
23 Infinity Global Inc. 501 Bridge Street Danville VA 24541, USA	+1 434 793 7570 infinityglobal@gmail.com	Trade debt				\$257,563
24 Noi Solutions LLC 132 W 36 th Street, 4 th Floor New York NY 10018 USA	Attn: Saima Chowdhury +1 845 825 3156 saima@noisolutionsllc.com	Trade debt				\$249,607
25 Pinterest Inc 651 Branna Street San Francisco, CA 94107, USA	support@pinterest-business.zendesk.com	Trade debt				\$241,070
26 Charmant USA Inc 400 The American Road Morris Plains NJ 07950 USA	Attn: Masato Nakagaichi +1 973 538 1511 MNakagaichi@charmant.com	Trade debt				\$211,953
27 Hansae Co., LTD 5F, 29, Eunhaeng-ro (Jeongwoo Bldg, Yeouido-dong), Yeongdeungpo-gu, Seoul, 07238, South Korea	Attn: Jina Park +82 2 3779 0779 jinpark@hansae.com	Trade debt				\$164,723
28 TMone LLC dba MCI BPO LC 2937 Sierra Court SW Iowa City, IA 52240 USA	info@mci.world +1 866 624 2622	Trade debt				\$157,408
29 Hadley Development, LLC 3629 N Hydraulic Street Wichita, KS 67219 USA	Attn: A. Brunner ABrunner@RealmBrands.com +1 316 821 9700	Trade debt				\$142,890
30 Fullcharm Knitters LTD Plot # 1175 & 1179 Bashan Sarak, Vogra, National University 1704, Gazipur, Bangladesh	Attn: Anar Kali Chowdhury 01716007397 Commercial@fullraybd.com	Trade debt				\$138,005

Fill in this information to identify the case and this filing:	
Debtor Name:	SPARC EB Holdings LLC
United States Bankruptcy Court for the:	District of New Jersey (State)
Case number (If known):	

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

02/09/2026

MM / DD / YYYY

 /s/ **Stephen Coulombe**

Signature of individual signing on behalf of debtor

Stephen Coulombe

Printed name

Co-Chief Restructuring Officer

Position or relationship to debtor

**OMNIBUS ACTION BY
UNANIMOUS WRITTEN CONSENT OF THE
BOARDS OF DIRECTORS AND THE BOARDS OF MANAGERS**

Dated as of February 8, 2026

The undersigned, being all of the members of the Boards of Directors or the Boards of Managers (each, a “Governing Body”), as applicable, of each of the entities listed on Schedule I attached hereto (each a “Company” and collectively, the “Companies”), as Governing Body of such Company hereby take the following actions by unanimous written consent (this “Written Consent”) in lieu of holding a special meeting in accordance with the bylaws or limited liability company agreements of each Company (collectively, the “Governing Documents”), as applicable, and the applicable laws of the jurisdiction in which each Company is organized, do hereby approve, consent to, and adopt the following recitals and resolutions, with the same force and effect as if they had been adopted at a duly convened special meeting of each Governing Body.

WHEREAS, the Governing Body of each Company has reviewed and considered: (i) the filing of voluntary petitions for relief (the “Bankruptcy Petitions”) for each Company under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (as amended, the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) pursuant to the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized (together with the transactions contemplated by that certain Restructuring Support Agreement executed on February 8, 2026, the “Restructuring Matters”); (ii) the use of cash collateral contemplated in connection therewith; (iii) the retention of professionals by each Company; and (iv) the filing of applications by Eddie Bauer LLC for an interim stay order under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”) in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) and, as foreign representative of the Companies for protection under Part IV of the CCAA in the Canadian Court;

WHEREAS, (a) the disinterested managers (each a, “Disinterested Manager,” and together, the “Disinterested Managers”) of SPARC EB Holdings LLC, Eddie Bauer LLC, and Eddie Bauer Gift Card Services LLC were appointed pursuant to that certain Omnibus Written Consent of the Boards of Managers of SPARC EB Holdings LLC, Eddie Bauer LLC, and Eddie Bauer Gift Card Services LLC dated October 3, 2025 (the “Disinterested Manager Resolution”), (b) the disinterested directors (each a, “Disinterested Director,” and together, the “Disinterested Directors”) of 13051269 Canada Inc. were appointed pursuant to those certain Resolutions of the Sole Shareholder of 13051269 Canada Inc. dated February 5, 2026 (the “1305 Canada Inc. Delegation Resolutions”), and (c) the Disinterested Directors of Eddie Bauer of Canada Corporation were appointed pursuant to those certain Resolutions of the Sole Shareholder of Eddie Bauer of Canada Corporation dated February 5, 2026 (the “EB Canada Delegation Resolutions,” and together with the Disinterested Manager Resolution and the 1305 Canada Inc. Delegation Resolutions, the “Appointing Resolutions”);

WHEREAS, pursuant to the Appointing Resolutions, each Company has delegated to its Disinterested Managers or Disinterested Directors, as applicable, (a) certain authority to investigate and determine, in the Disinterested Managers’ or Disinterested Directors’ business

judgment, as applicable, whether any matter arising from or related to any restructuring, reorganization, and/or other recapitalization transaction involving the Company and/or one or more of its subsidiaries and/or affiliates (any such transaction, a “Transaction”) constitutes a Conflicts Matter (as defined in the Appointing Resolutions), and (b) certain authority and power to review, discuss, consider, negotiate, approve, and authorize the Companies’ entry into and consummation of a Transaction that constitutes (in whole or in part) a Conflicts Matter;

WHEREAS, the Disinterested Managers and the Disinterested Directors, as applicable, have had the opportunity to consult with the management and financial and legal advisors of the Companies and review the chapter 11 and CCAA preparation materials provided by the financial and legal advisors, and, to the extent of any Conflicts Matter, the Disinterested Managers and the Disinterested Directors, as applicable, recommend the adoption of this Written Consent and that the Companies take the actions set forth herein;

WHEREAS, the Companies have requested an appointment of Eddie Bauer LLC as foreign representative (the “Foreign Representative”) in connection with and in furtherance of Eddie Bauer LLC (as Foreign Representative) applying to the Canadian Court under Part IV of the CCAA; and

WHEREAS, each Governing Body has reviewed and considered the materials presented by the management of each Company and each Company’s financial and legal advisors, and has had adequate opportunity to consult with such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to the Companies.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that, pursuant to the Governing Documents, each Governing Body has determined, in its business judgment, that the following resolutions are advisable and in the best interest of the Companies and hereby adopt the following resolutions:

CHAPTER 11 FILING

RESOLVED, that in the business judgment of each Governing Body, it is desirable and maximizes the value of each Company for the benefit of all stakeholders, for each Company to file or cause to be filed the Bankruptcy Petitions under the Bankruptcy Code in the Bankruptcy Court, and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States or Canada;

FURTHER RESOLVED, that in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized, hereby consents to, authorizes, and approves the filing of the Bankruptcy Petitions;

FURTHER RESOLVED, that any director, manager, other duly appointed officers or authorized signatories of each Company and any other person designated by the applicable Board (collectively, the “Authorized Officers” and individually, an “Authorized Officer”), shall be, and each of them individually hereby is, authorized and directed for and on behalf of each Company to take all actions (including, without limitation, to negotiate and execute any documents, certificates, supplemental agreements, and instruments) to act as signatory and attorney on behalf

of each Company in respect of the Restructuring Matters and/or any persons to whom such Authorized Officers delegate certain responsibilities, be, and hereby are, authorized, empowered, and directed to execute and file on behalf of each Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary or proper to maintain the ordinary course operations of each Company's business;

FURTHER RESOLVED, Eddie Bauer LLC hereby authorizes and consents to its appointment as Foreign Representative by the Bankruptcy Court in connection with and in furtherance of Eddie Bauer LLC applying to the Canadian Court under Part IV of the CCAA as the Foreign Representative of the Companies for recognition of the chapter 11 proceedings commenced by the Companies and further consents to take all steps and actions it deems necessary or proper in connection with such application and proceedings; and

FURTHER RESOLVED, each Company hereby authorizes and consents to Eddie Bauer LLC applying to the Canadian Court under the CCAA for an interim stay order in respect of the Companies and under Part IV of the CCAA as the Foreign Representative of the Canadian Companies for recognition of the chapter 11 proceedings commenced by Eddie Bauer LLC and further consent to take all steps and actions it deems necessary or proper in connection with such applications and proceedings.

CASH COLLATERAL AND ADEQUATE PROTECTION OBLIGATIONS

WHEREAS, each of the Companies is party to that certain Credit Agreement dated as of December 7, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "ABL Credit Agreement"), by and among Penney Holdings LLC, as lead administrative borrower, the other loan parties from time to time party thereto, the lenders from time to time party thereto, and Wells Fargo Bank, National Association, as administrative agent;

WHEREAS, each of the Companies is party to that certain Credit Agreement dated as of September 19, 2025 (as amended, restated, supplemented, or otherwise modified from time to time, the "Term Loan Credit Agreement") by and among Penney Holdings LLC, as lead administrative borrower, the other loan parties from time to time party thereto, the lenders from time to time party thereto, and WhiteHawk Capital Partners LP, as administrative and collateral agent;

WHEREAS, each of the Companies is party to that certain Amended and Restated Term Loan Credit Agreement dated as of December 19, 2024 (as amended, restated, supplement, or otherwise modified from time to time, the "Subordinated Loan Credit Agreement" and together with the ABL Credit Agreement and Term Loan Credit Agreement, the "Prepetition Credit Agreements") by and among Penney Holdings LLC, as lead administrative borrower, the other loan parties from time to time party thereto, the lenders from time to time party thereto, and Copper Retail JV LLC, as administrative agent; and

WHEREAS, each Governing Body has considered presentations by the Companies' management and advisors of the Companies regarding the liabilities and liquidity situation of the Companies and their affiliates and subsidiaries, the strategic alternatives available to them, and the

effect of the foregoing on the Companies' business and has determined, in the business judgment of each Governing Body and based on the recommendation from the Companies' management and advisors, that the following resolutions maximize value of the Companies for the benefit of all stakeholders.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that in the business judgment of each Governing Body, it is desirable and maximizes the value of each Company for the benefit of all of their stakeholders, to obtain the benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain of the Companies' prepetition secured parties under the Prepetition Credit Agreements (the "Prepetition Secured Parties");

RESOLVED, that each Authorized Officer of each Company be, and hereby is, authorized, directed, and empowered in the name of, and on behalf of, each Company to seek approval of the use of Cash Collateral pursuant to a Cash Collateral order in interim and final form (together, the "Cash Collateral Orders"), and, to the extent applicable to the Company, any Authorized Officer be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of the Company, necessary or advisable to implement the Cash Collateral Order, including providing for adequate protection to the Prepetition Secured Lenders in accordance with section 363 of the Bankruptcy Code (the "Adequate Protection Obligations"), as well as any additional or further agreements for the use of Cash Collateral in connection with the chapter 11 cases, which agreement(s) may require the Companies to grant adequate protection, including periodic cash payments, and security interests to the Prepetition Secured Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of the Companies pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Officer shall deem necessary, proper, or advisable, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery of such agreement, instrument, or document; and

FURTHER RESOLVED, that each Company be, and hereby is, authorized to incur the Adequate Protection Obligations.

RETENTION OF PROFESSIONALS

RESOLVED, that each of the Authorized Officers of each Company be, and hereby is, authorized, empowered, and directed to employ on behalf of each Company: (i) Kirkland & Ellis LLP and Kirkland & Ellis International LLP as restructuring counsel; (ii) Cole Schotz P.C. as co-bankruptcy counsel; (iii) GBH SOLIC Holdco, LLC as investment banker; (iv) Berkeley Research Group, LLC as restructuring advisor; (v) Stretto, Inc. as claims and noticing agent; (vi) Retail Consulting Services, Inc. d/b/a Real Estate Advisors as real estate consultant; and any other legal counsel, accountants, financial advisors, restructuring advisors, or other professionals the Authorized Officers deem necessary, appropriate, or advisable, each to represent and assist each Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code, CCAA, and any applicable law (including, but not limited to, the law firms filing any motions, objections, replies, applications, pleadings, or responses); and

FURTHER RESOLVED, that each of the Authorized Officers of each Company be, and hereby is, authorized and directed to employ any other professionals to assist each Company in carrying out its duties under the Bankruptcy Code and CCAA; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, to pay appropriate retainers and fees, and to cause to be filed appropriate applications for authority to retain the services of any other professionals as necessary.

THE RESTRUCTURING SUPPORT AGREEMENT

RESOLVED, that the Governing Body of each Company has determined in its business judgment that it is desirable and in the best interests of such Company, its creditors, and other stakeholders to enter into the Restructuring Support Agreement (substantially in the form presented to each Governing Body, with such changes as approved by one or more Authorized Officers, such approval to be conclusively established by such Authorized Officer's execution and delivery or taking thereof) and that such Company's performance of its obligations under the Restructuring Support Agreement be and hereby is, in all respects, authorized and approved;

FURTHER RESOLVED, that the Governing Body of each Company has determined in its business judgment that it is desirable and in the best interests of such Company, its creditors, and other stakeholders, that the Authorized Officers, acting individually and with full power of substitution, be, and hereby are, authorized, approved, empowered, and directed, to take all actions (including, without limitation, to negotiate and execute any agreements, documents, or certificates) necessary to undertake and enter into the Restructuring Support Agreement and to consummate the transactions contemplated thereby, including without limitation, the negotiation and documentation of the Restructuring Matters, the incurrence of indebtedness, assumption of obligations, rejection of obligations, sale of the Companies, sale of equity or assets, merger, liquidation, or other transactions contemplated thereby and all exhibits, schedules, attachments, and ancillary documents or agreements related thereto (each in the form and upon the terms as such Authorized Officer may approve, such approval to be conclusively established by such Authorized Officer's execution and delivery or taking thereof), and that such Companies' entry into and performance of its obligations in respect thereof, is, in all respects, authorized, approved, confirmed, and ratified; and

FURTHER RESOLVED, that the Authorized Officers of each Company be, and each hereby is, authorized to take all actions (including, without limitation, to negotiate and execute any agreements, documents, or certificates) necessary to enter into the Restructuring Support Agreement and to consummate the transactions contemplated thereby in connection with the Bankruptcy Petitions, and to pay any fees or expenses related thereto, and that such Company's performance of its obligations under the Restructuring Support Agreement hereby is, in all respects, authorized and approved.

GENERAL AUTHORIZATION

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates), either individually or as otherwise required by the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized, be, and

each of them hereby is, authorized to execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents on behalf of each Company relating to the foregoing resolutions;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered, and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and to perform such further actions and execute such further documentation that the Authorized Officers in their absolute discretion deem necessary, proper, appropriate, or desirable in connection with chapter 11 cases and CCAA cases of each Company and in accordance with the foregoing resolutions.

FURTHER RESOLVED, that each of the Authorized Officers (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of each Company to take or cause to be taken any such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, retainers, and fees, including but not limited to filing fees, in each case as in such Authorized Officer's absolute discretion, shall be necessary, appropriate, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

FURTHER RESOLVED, that each Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the Governing Documents, as applicable, of each Company, or hereby waives any right to have received such notice;

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed, and ratified as the true acts and deeds of each Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of each Company; and

FURTHER RESOLVED, that any Authorized Officer (and their designees and delegates) be, and each of them hereby is, authorized to do all such other acts, deeds, and other things as each Company itself may lawfully do, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized, howsoever arising in connection with the matters above, or in furtherance of the intentions expressed in the foregoing resolutions, including, but not limited to, the negotiation, finalization, execution, and delivery of any other agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents whatsoever as the individual acting may in his/her absolute and unfettered discretion approve, deem or determine necessary, appropriate, or advisable, such approval, deeming, or determination to be conclusively evidenced by said individual taking such action or the execution thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

Signed by:

By: _____
Name: Ken Ohashi

By: _____
Name: Keith Melker

By: _____
Name: Glen Morris

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

Being the Managers of the Boards of:

**SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC**

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Ken Ohashi

By:  _____
Name: Keith Melker

By: _____
Name: Glen Morris

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

Being the Managers of the Boards of:

SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Ken Ohashi

By: _____
Name: Keith Melker

By: _____
Name: Glen Morris
Signed by:
Glen Morris
15E346390759462...

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

Being the Managers of the Boards of:

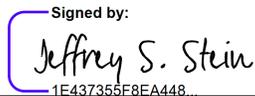
**SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC**

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Ken Ohashi

By: _____
Name: Keith Melker

By: _____
Name: Glen Morris

By:  _____
Name: Jeffrey S. Stein

Signed by:
1E437355F8FA448

By: _____
Name: Anthony Horton

Being the Managers of the Boards of:

**SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC**

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Ken Ohashi

By: _____
Name: Keith Melker

By: _____
Name: Glen Morris

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

DocuSigned by:
Anthony Horton
3404EE711B6540A...

Being the Managers of the Boards of:

SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

Signed by:

By: _____
Name: Jocelyn Miller

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

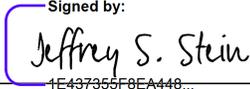
Being the Directors of the Boards of:

**13051269 CANADA INC.
EDDIE BAUER OF CANADA
CORPORATION**

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____

Name: Jocelyn Miller

Signed by:
By:  _____
1E437355F8EA440...

Name: Jeffrey S. Stein

By: _____

Name: Anthony Horton

Being the Directors of the Boards of:

**13051269 CANADA INC.
EDDIE BAUER OF CANADA
CORPORATION**

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Jocelyn Miller

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

DocuSigned by:
Anthony Horton
3404EE711B6540A...

Being the Directors of the Boards of:

**13051269 CANADA INC.
EDDIE BAUER OF CANADA
CORPORATION**

Schedule I

Entity	Jurisdiction of Incorporation
SPARC EB Holdings LLC	Delaware
Eddie Bauer LLC	Delaware
Eddie Bauer Gift Card Services LLC	Ohio
13051269 Canada Inc.	Canada
Eddie Bauer of Canada Corporation	Canada

This is Exhibit “B” referred to in the Affidavit of Stephen Coulombe sworn remotely before me at the City of Toronto, in the Province of Ontario, while the deponent was located in the City of Boston, in the State of Massachusetts on February 9, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO # 79390S

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of New Jersey

(State)

Case number (if known): _____

Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, Instructions for Bankruptcy Forms for Non-Individuals, is available.

1. Debtor's Name Eddie Bauer LLC

2. All other names debtor used in the last 8 years _____

Include any assumed names, trade names, and doing business as names

3. Debtor's federal Employer Identification Number (EIN) 27-0586060

4. Debtor's address Principal place of business Mailing address, if different from principal place of business

10401 Northeast 8th Street Number Street

Suite 500

Bellevue WA 98004 City State Zip Code

King County County

Number Street

P.O. Box

City State Zip Code

Location of principal assets, if different from principal place of business

1 American Dream Wy (and see Rider 1)

Number Street

Suite B237

East Rutherford NJ 07073 City State Zip Code

5. Debtor's website (URL) N/A

6. Type of debtor [X] Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) [] Partnership (excluding LLP) [] Other. Specify: _____

7. Describe debtor's business

A. *Check One:*

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. *Check all that apply:*

- Tax-exempt entity (as described in 26 U.S.C. § 501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
4581 – Clothing and Clothing Accessories Retailers

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check One:

- Chapter 7
- Chapter 9
- Chapter 11. *Check all that apply:*
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

- No
- Yes.

District _____	When _____	Case number _____
District _____	When _____	Case number _____

If more than 2 cases, attach a separate list.

Debtor Eddie Bauer LLC
Name

Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No Yes.

Debtor See Rider 2 Relationship Affiliate

District District of New Jersey When 02/09/2026
MM / DD / YYYY

List all cases. If more than 1, attach a separate list. Case number, if known _____

11. Why is the case filed in this district? *Check all that apply:*

Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____

It needs to be physically secured or protected from the weather.

It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

Other _____

Where is the property?

Number _____ Street _____

City _____ State _____ Zip Code _____

Is the property insured?

No

Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*

Funds will be available for distribution to unsecured creditors.

After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)

1-49 1,000-5,000 25,001-50,000

50-99 5,001-10,000 50,001-100,000

100-199 10,001-25,000 More than 100,000

200-999

Debtor Eddie Bauer LLC
Name

Case number (if known) _____

15. Estimated assets (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input checked="" type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

16. Estimated liabilities (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
 I have been authorized to file this petition on behalf of the debtor.
 I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 02/09/2026
MM / DD / YYYY

X /s/ Stephen Coulombe Stephen Coulombe
 Signature of authorized representative of debtor Printed name

Title Co-Chief Restructuring Officer

18. Signature of attorney **X** /s/ Michael D. Sirota Date 02/09/2026
 Signature of attorney for debtor MM / DD / YYYY

Michael D. Sirota
 Printed name

Cole Schotz P.C.
 Firm name

Court Plaza North, 25 Main Street
 Number Street

Hackensack New Jersey 07601
 City State ZIP Code

(201) 489-3000 msirota@coleschotz.com
 Contact phone Email address

014321986 New Jersey
 Bar number State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
District of New Jersey	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Store Locations

On the date hereof, Eddie Bauer LLC maintains stores at the following locations in New Jersey:

- 1 American Dream Wy Suite B237, East Rutherford, NJ 07073
- 1 Garden State Plaza Pkwy Suite T7, Paramus, NJ 07652
- 1 Premium Outlets Blvd Suite 830, Tinton Falls, NJ 07753
- 100 Premium Outlets Dr Suite 330, Blackwood, NJ 08012
- 301 Mt Hope Ave #1082, Rockaway, NJ 07866

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of New Jersey

(State)

Case number (if known): _____ Chapter 11

Check if this is an amended filing

Rider 2

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Eddie Bauer LLC.

- Eddie Bauer LLC
- 13051269 Canada Inc.
- Eddie Bauer Gift Card Services LLC
- Eddie Bauer of Canada Corporation
- SPARC EB Holdings LLC

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

_____))
In re:) Chapter 11
))
EDDIE BAUER LLC,) Case No. 26-_____()
))
Debtor.)
_____)

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
SPARC EB Holdings LLC	100%

Fill in this information to identify the case:

Debtor name: Eddie Bauer LLC, et al.
 United States Bankruptcy Court for the District of New Jersey
 (State)
 Case number (if known): _____

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	GXO Logistics Supply Chain Inc. 4043 Piedmont Pkwy High Point, NC 27265, USA	Attn: Devin Russell Attn: Jorge Guanter 614 349 2050 Devin.russell001@gxo.com Jorge.guanter@gxo.com	Trade debt				\$6,935,833
2	Bosideng International Fashion LTD 99 Queen's Road, Unit 5709, 57/F Hong Kong, HK	Attn: Charles Wang Wang.lijun@bosideng.com Customercare@bosidengfashion.com	Trade debt				\$3,425,995
3	Shanghai Dongxia Industry & Commerce Co LTD No. 53 Chuanxie Road, Hongmiao Industry Zone, Fengcheng Town, Fengxian District, Shanghai, 201411 China	Attn: Helen Zhang +86 021 64069006*8006 helen@shdongxia.cn	Trade debt				\$2,555,476
4	MTL Sourcing DMCC HDS Business Centre Plot No. M1 Jumaira Lake Towers, Unit No 105, Dubai UAE	Attn: Tarik Kareem tarik@maliban.com	Trade debt				\$2,404,238
5	Vietsun Lot III-3A, CN1 Street, Industrial Area No.III, Tan Binh Industrial Park, Tay Thanh Ward, Ho Chi Minh City, Vietnam	+84 28 38472878 vietsuncorp@vietsuncorp.com.vn	Trade debt				\$1,954,666
6	Martex Sourcing LLC 261 Siri Dhamma Mawatha Colombo 01000, Sri Lanka	Attn: Azeem Ismile +94 112 668 000 azeem@maliban.com	Trade debt				\$1,916,478
7	Google, Inc. 1600 Amphitheatre Parkway Mountain View, CA 94043, USA	collections@google.com	Trade debt				\$1,541,262
8	Dongxia Industrial Lanka PVT LTD Lot 31 & 32 Bingiriya Export Processing Zone Dummalasuriya, 60450, Sri Lanka	Attn: Helen Zhang +86 021 64069006*8006 helen@shdongxia.cn	Trade debt				\$1,278,236
9	Meta Platforms Inc 1 Meta Way Menlo Park, CA 94025, USA	payment@meta.com	Trade debt				\$1,130,945

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
10 Ningbo Mengdi Imp. & Exp. Co No. 8 Middle Jiangnan Road Xiaogang Street, Beilun District Ningbo, Zhejiang, China	Attn: Oscar Le +86 574 26862126 oscar@china-mengdi.com	Trade debt				\$786,994
11 South Asia Knitting Factory Limited 108 HOW MING STREET KWUN TONG, KOWLOON 17/F South Asia Building Hong Kong HK	Attn: Leo Yeung leoyeung@southasiagroup.com	Trade debt				\$631,713
12 Star Garments Group (PVT) LTD PO Box 1, Ring Road 2, Phase 1, Investment Promotion Zone Katunyake 11450 Sri Lanka	Attn: A. Sukumaran 0094114837000 Ext 4102 / 0094773501864 suku@star.lk	Trade debt				\$628,682
13 Ross Glove Co 1032 Alabama Ave. Sheboygan WI 53081 USA	Attn: Andy Ross +1 920 457 4331 Andy.ross@earthlink.net	Trade debt				\$518,037
14 Yee Tung Garment – Direct 3/F, Chiap Luen Ind. Bldg., 30-32, Kung Yip Street Kwai Chung, N.T., Hong Kong	Attn: May Wong 852 2211 0100 may@yeetung.com	Trade debt				\$481,322
15 Eastman Exp Glo Clo PVT LTD 5/591, Sri Lakshmi Nagar, Pitchampalayam Pudur, Tirupur, Tamil Nadu, India	Attn: Ritesh Kumar ritesh@eastmanexports.com +91 421 430 1234	Trade debt				\$437,395
16 Washington Shoe Company 5530 S 266 th St Kent, WA 98032 USA	Attn: Kristin Raber kristin@westernchief.com	Trade debt				\$427,195
17 United Parcel Service Inc. 55 Glenlake Parkway, N.E. Atlanta, GA 30328 USA	ACHDETAIL@UPS.COM	Trade debt				\$390,369
18 Forter Inc 575 5th Ave, 29th Floor New York, NY 10017, USA	Attn: Michael Reiblat michael@forter.com	Trade debt				\$381,169
19 Viet Thai Garment Export JSC No. 142 Quang Trung Road- Tran Hung Dao Ward, Thai Binh City, Thai Binh, Vietnam	Attn: Bach Nguyen +84 2273 831 686 bachkd@vitexco-gar.com.vn	Trade debt				\$355,362
20 Accutech Packaging Inc 157 Green Street Foxboro, MA 02035, USA	Attn: Michael Meneally +1 508 543 3800 mkemeally@accutechpkg.com	Trade debt				\$322,880
21 Primary Color Systems 11130 Holder St, Cypress CA 90630 USA	+1 949 660 7080 payments@primarycolor.com	Trade debt				\$292,825
22 Degree Fashions (USA) Inc 6445 de la Cote de Lisse Road Saint Laurent, Quebec, H4T 1E5 Canada	+1 800 839 8808 rtock@degree.com	Trade debt				\$270,177

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
23 Infinity Global Inc. 501 Bridge Street Danville VA 24541, USA	+1 434 793 7570 infinityglobal@gmail.com	Trade debt				\$257,563
24 Noi Solutions LLC 132 W 36 th Street, 4 th Floor New York NY 10018 USA	Attn: Saima Chowdhury +1 845 825 3156 saima@noisolutionsllc.com	Trade debt				\$249,607
25 Pinterest Inc 651 Branna Street San Francisco, CA 94107, USA	support@pinterest-business.zendesk.com	Trade debt				\$241,070
26 Charmant USA Inc 400 The American Road Morris Plains NJ 07950 USA	Attn: Masato Nakagaichi +1 973 538 1511 MNakagaichi@charmant.com	Trade debt				\$211,953
27 Hansae Co., LTD 5F, 29, Eunhaeng-ro (Jeongwoo Bldg, Yeouido-dong), Yeongdeungpo-gu, Seoul, 07238, South Korea	Attn: Jina Park +82 2 3779 0779 jinpark@hansae.com	Trade debt				\$164,723
28 TMone LLC dba MCI BPO LC 2937 Sierra Court SW Iowa City, IA 52240 USA	info@mci.world +1 866 624 2622	Trade debt				\$157,408
29 Hadley Development, LLC 3629 N Hydraulic Street Wichita, KS 67219 USA	Attn: A. Brunner ABrunner@RealmBrands.com +1 316 821 9700	Trade debt				\$142,890
30 Fullcharm Knitters LTD Plot # 1175 & 1179 Bashan Sarak, Vogra, National University 1704, Gazipur, Bangladesh	Attn: Anar Kali Chowdhury 01716007397 Commercial@fullraybd.com	Trade debt				\$138,005

Fill in this information to identify the case and this filing:	
Debtor Name:	Eddie Bauer LLC
United States Bankruptcy Court for the:	District of New Jersey (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.



Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

02/09/2026

MM / DD / YYYY

/s/ Stephen Coulombe

Signature of individual signing on behalf of debtor

Stephen Coulombe

Printed name

Co-Chief Restructuring Officer

Position or relationship to debtor

**OMNIBUS ACTION BY
UNANIMOUS WRITTEN CONSENT OF THE
BOARDS OF DIRECTORS AND THE BOARDS OF MANAGERS**

Dated as of February 8, 2026

The undersigned, being all of the members of the Boards of Directors or the Boards of Managers (each, a “Governing Body”), as applicable, of each of the entities listed on Schedule I attached hereto (each a “Company” and collectively, the “Companies”), as Governing Body of such Company hereby take the following actions by unanimous written consent (this “Written Consent”) in lieu of holding a special meeting in accordance with the bylaws or limited liability company agreements of each Company (collectively, the “Governing Documents”), as applicable, and the applicable laws of the jurisdiction in which each Company is organized, do hereby approve, consent to, and adopt the following recitals and resolutions, with the same force and effect as if they had been adopted at a duly convened special meeting of each Governing Body.

WHEREAS, the Governing Body of each Company has reviewed and considered: (i) the filing of voluntary petitions for relief (the “Bankruptcy Petitions”) for each Company under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (as amended, the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) pursuant to the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized (together with the transactions contemplated by that certain Restructuring Support Agreement executed on February 8, 2026, the “Restructuring Matters”); (ii) the use of cash collateral contemplated in connection therewith; (iii) the retention of professionals by each Company; and (iv) the filing of applications by Eddie Bauer LLC for an interim stay order under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”) in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) and, as foreign representative of the Companies for protection under Part IV of the CCAA in the Canadian Court;

WHEREAS, (a) the disinterested managers (each a, “Disinterested Manager,” and together, the “Disinterested Managers”) of SPARC EB Holdings LLC, Eddie Bauer LLC, and Eddie Bauer Gift Card Services LLC were appointed pursuant to that certain Omnibus Written Consent of the Boards of Managers of SPARC EB Holdings LLC, Eddie Bauer LLC, and Eddie Bauer Gift Card Services LLC dated October 3, 2025 (the “Disinterested Manager Resolution”), (b) the disinterested directors (each a, “Disinterested Director,” and together, the “Disinterested Directors”) of 13051269 Canada Inc. were appointed pursuant to those certain Resolutions of the Sole Shareholder of 13051269 Canada Inc. dated February 5, 2026 (the “1305 Canada Inc. Delegation Resolutions”), and (c) the Disinterested Directors of Eddie Bauer of Canada Corporation were appointed pursuant to those certain Resolutions of the Sole Shareholder of Eddie Bauer of Canada Corporation dated February 5, 2026 (the “EB Canada Delegation Resolutions,” and together with the Disinterested Manager Resolution and the 1305 Canada Inc. Delegation Resolutions, the “Appointing Resolutions”);

WHEREAS, pursuant to the Appointing Resolutions, each Company has delegated to its Disinterested Managers or Disinterested Directors, as applicable, (a) certain authority to investigate and determine, in the Disinterested Managers’ or Disinterested Directors’ business

judgment, as applicable, whether any matter arising from or related to any restructuring, reorganization, and/or other recapitalization transaction involving the Company and/or one or more of its subsidiaries and/or affiliates (any such transaction, a “Transaction”) constitutes a Conflicts Matter (as defined in the Appointing Resolutions), and (b) certain authority and power to review, discuss, consider, negotiate, approve, and authorize the Companies’ entry into and consummation of a Transaction that constitutes (in whole or in part) a Conflicts Matter;

WHEREAS, the Disinterested Managers and the Disinterested Directors, as applicable, have had the opportunity to consult with the management and financial and legal advisors of the Companies and review the chapter 11 and CCAA preparation materials provided by the financial and legal advisors, and, to the extent of any Conflicts Matter, the Disinterested Managers and the Disinterested Directors, as applicable, recommend the adoption of this Written Consent and that the Companies take the actions set forth herein;

WHEREAS, the Companies have requested an appointment of Eddie Bauer LLC as foreign representative (the “Foreign Representative”) in connection with and in furtherance of Eddie Bauer LLC (as Foreign Representative) applying to the Canadian Court under Part IV of the CCAA; and

WHEREAS, each Governing Body has reviewed and considered the materials presented by the management of each Company and each Company’s financial and legal advisors, and has had adequate opportunity to consult with such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to the Companies.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that, pursuant to the Governing Documents, each Governing Body has determined, in its business judgment, that the following resolutions are advisable and in the best interest of the Companies and hereby adopt the following resolutions:

CHAPTER 11 FILING

RESOLVED, that in the business judgment of each Governing Body, it is desirable and maximizes the value of each Company for the benefit of all stakeholders, for each Company to file or cause to be filed the Bankruptcy Petitions under the Bankruptcy Code in the Bankruptcy Court, and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States or Canada;

FURTHER RESOLVED, that in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized, hereby consents to, authorizes, and approves the filing of the Bankruptcy Petitions;

FURTHER RESOLVED, that any director, manager, other duly appointed officers or authorized signatories of each Company and any other person designated by the applicable Board (collectively, the “Authorized Officers” and individually, an “Authorized Officer”), shall be, and each of them individually hereby is, authorized and directed for and on behalf of each Company to take all actions (including, without limitation, to negotiate and execute any documents, certificates, supplemental agreements, and instruments) to act as signatory and attorney on behalf

of each Company in respect of the Restructuring Matters and/or any persons to whom such Authorized Officers delegate certain responsibilities, be, and hereby are, authorized, empowered, and directed to execute and file on behalf of each Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary or proper to maintain the ordinary course operations of each Company's business;

FURTHER RESOLVED, Eddie Bauer LLC hereby authorizes and consents to its appointment as Foreign Representative by the Bankruptcy Court in connection with and in furtherance of Eddie Bauer LLC applying to the Canadian Court under Part IV of the CCAA as the Foreign Representative of the Companies for recognition of the chapter 11 proceedings commenced by the Companies and further consents to take all steps and actions it deems necessary or proper in connection with such application and proceedings; and

FURTHER RESOLVED, each Company hereby authorizes and consents to Eddie Bauer LLC applying to the Canadian Court under the CCAA for an interim stay order in respect of the Companies and under Part IV of the CCAA as the Foreign Representative of the Canadian Companies for recognition of the chapter 11 proceedings commenced by Eddie Bauer LLC and further consent to take all steps and actions it deems necessary or proper in connection with such applications and proceedings.

CASH COLLATERAL AND ADEQUATE PROTECTION OBLIGATIONS

WHEREAS, each of the Companies is party to that certain Credit Agreement dated as of December 7, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "ABL Credit Agreement"), by and among Penney Holdings LLC, as lead administrative borrower, the other loan parties from time to time party thereto, the lenders from time to time party thereto, and Wells Fargo Bank, National Association, as administrative agent;

WHEREAS, each of the Companies is party to that certain Credit Agreement dated as of September 19, 2025 (as amended, restated, supplemented, or otherwise modified from time to time, the "Term Loan Credit Agreement") by and among Penney Holdings LLC, as lead administrative borrower, the other loan parties from time to time party thereto, the lenders from time to time party thereto, and WhiteHawk Capital Partners LP, as administrative and collateral agent;

WHEREAS, each of the Companies is party to that certain Amended and Restated Term Loan Credit Agreement dated as of December 19, 2024 (as amended, restated, supplement, or otherwise modified from time to time, the "Subordinated Loan Credit Agreement" and together with the ABL Credit Agreement and Term Loan Credit Agreement, the "Prepetition Credit Agreements") by and among Penney Holdings LLC, as lead administrative borrower, the other loan parties from time to time party thereto, the lenders from time to time party thereto, and Copper Retail JV LLC, as administrative agent; and

WHEREAS, each Governing Body has considered presentations by the Companies' management and advisors of the Companies regarding the liabilities and liquidity situation of the Companies and their affiliates and subsidiaries, the strategic alternatives available to them, and the

effect of the foregoing on the Companies' business and has determined, in the business judgment of each Governing Body and based on the recommendation from the Companies' management and advisors, that the following resolutions maximize value of the Companies for the benefit of all stakeholders.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that in the business judgment of each Governing Body, it is desirable and maximizes the value of each Company for the benefit of all of their stakeholders, to obtain the benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain of the Companies' prepetition secured parties under the Prepetition Credit Agreements (the "Prepetition Secured Parties");

RESOLVED, that each Authorized Officer of each Company be, and hereby is, authorized, directed, and empowered in the name of, and on behalf of, each Company to seek approval of the use of Cash Collateral pursuant to a Cash Collateral order in interim and final form (together, the "Cash Collateral Orders"), and, to the extent applicable to the Company, any Authorized Officer be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of the Company, necessary or advisable to implement the Cash Collateral Order, including providing for adequate protection to the Prepetition Secured Lenders in accordance with section 363 of the Bankruptcy Code (the "Adequate Protection Obligations"), as well as any additional or further agreements for the use of Cash Collateral in connection with the chapter 11 cases, which agreement(s) may require the Companies to grant adequate protection, including periodic cash payments, and security interests to the Prepetition Secured Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of the Companies pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Officer shall deem necessary, proper, or advisable, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery of such agreement, instrument, or document; and

FURTHER RESOLVED, that each Company be, and hereby is, authorized to incur the Adequate Protection Obligations.

RETENTION OF PROFESSIONALS

RESOLVED, that each of the Authorized Officers of each Company be, and hereby is, authorized, empowered, and directed to employ on behalf of each Company: (i) Kirkland & Ellis LLP and Kirkland & Ellis International LLP as restructuring counsel; (ii) Cole Schotz P.C. as co-bankruptcy counsel; (iii) GBH SOLIC Holdco, LLC as investment banker; (iv) Berkeley Research Group, LLC as restructuring advisor; (v) Stretto, Inc. as claims and noticing agent; (vi) Retail Consulting Services, Inc. d/b/a Real Estate Advisors as real estate consultant; and any other legal counsel, accountants, financial advisors, restructuring advisors, or other professionals the Authorized Officers deem necessary, appropriate, or advisable, each to represent and assist each Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code, CCAA, and any applicable law (including, but not limited to, the law firms filing any motions, objections, replies, applications, pleadings, or responses); and

FURTHER RESOLVED, that each of the Authorized Officers of each Company be, and hereby is, authorized and directed to employ any other professionals to assist each Company in carrying out its duties under the Bankruptcy Code and CCAA; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, to pay appropriate retainers and fees, and to cause to be filed appropriate applications for authority to retain the services of any other professionals as necessary.

THE RESTRUCTURING SUPPORT AGREEMENT

RESOLVED, that the Governing Body of each Company has determined in its business judgment that it is desirable and in the best interests of such Company, its creditors, and other stakeholders to enter into the Restructuring Support Agreement (substantially in the form presented to each Governing Body, with such changes as approved by one or more Authorized Officers, such approval to be conclusively established by such Authorized Officer's execution and delivery or taking thereof) and that such Company's performance of its obligations under the Restructuring Support Agreement be and hereby is, in all respects, authorized and approved;

FURTHER RESOLVED, that the Governing Body of each Company has determined in its business judgment that it is desirable and in the best interests of such Company, its creditors, and other stakeholders, that the Authorized Officers, acting individually and with full power of substitution, be, and hereby are, authorized, approved, empowered, and directed, to take all actions (including, without limitation, to negotiate and execute any agreements, documents, or certificates) necessary to undertake and enter into the Restructuring Support Agreement and to consummate the transactions contemplated thereby, including without limitation, the negotiation and documentation of the Restructuring Matters, the incurrence of indebtedness, assumption of obligations, rejection of obligations, sale of the Companies, sale of equity or assets, merger, liquidation, or other transactions contemplated thereby and all exhibits, schedules, attachments, and ancillary documents or agreements related thereto (each in the form and upon the terms as such Authorized Officer may approve, such approval to be conclusively established by such Authorized Officer's execution and delivery or taking thereof), and that such Companies' entry into and performance of its obligations in respect thereof, is, in all respects, authorized, approved, confirmed, and ratified; and

FURTHER RESOLVED, that the Authorized Officers of each Company be, and each hereby is, authorized to take all actions (including, without limitation, to negotiate and execute any agreements, documents, or certificates) necessary to enter into the Restructuring Support Agreement and to consummate the transactions contemplated thereby in connection with the Bankruptcy Petitions, and to pay any fees or expenses related thereto, and that such Company's performance of its obligations under the Restructuring Support Agreement hereby is, in all respects, authorized and approved.

GENERAL AUTHORIZATION

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates), either individually or as otherwise required by the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized, be, and

each of them hereby is, authorized to execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents on behalf of each Company relating to the foregoing resolutions;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered, and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and to perform such further actions and execute such further documentation that the Authorized Officers in their absolute discretion deem necessary, proper, appropriate, or desirable in connection with chapter 11 cases and CCAA cases of each Company and in accordance with the foregoing resolutions.

FURTHER RESOLVED, that each of the Authorized Officers (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of each Company to take or cause to be taken any such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, retainers, and fees, including but not limited to filing fees, in each case as in such Authorized Officer's absolute discretion, shall be necessary, appropriate, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

FURTHER RESOLVED, that each Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the Governing Documents, as applicable, of each Company, or hereby waives any right to have received such notice;

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed, and ratified as the true acts and deeds of each Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of each Company; and

FURTHER RESOLVED, that any Authorized Officer (and their designees and delegates) be, and each of them hereby is, authorized to do all such other acts, deeds, and other things as each Company itself may lawfully do, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized, howsoever arising in connection with the matters above, or in furtherance of the intentions expressed in the foregoing resolutions, including, but not limited to, the negotiation, finalization, execution, and delivery of any other agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents whatsoever as the individual acting may in his/her absolute and unfettered discretion approve, deem or determine necessary, appropriate, or advisable, such approval, deeming, or determination to be conclusively evidenced by said individual taking such action or the execution thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

Signed by:

By: _____
Name: Ken Ohashi

By: _____
Name: Keith Melker

By: _____
Name: Glen Morris

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

Being the Managers of the Boards of:

SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Ken Ohashi

By:  _____
Name: Keith Melker

By: _____
Name: Glen Morris

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

Being the Managers of the Boards of:

**SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC**

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Ken Ohashi

By: _____
Name: Keith Melker

By: _____
Name: Glen Morris
Signed by:
Glen Morris
15E346390759462...

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

Being the Managers of the Boards of:

**SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC**

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Ken Ohashi

By: _____
Name: Keith Melker

By: _____
Name: Glen Morris

By: _____
Name: Jeffrey S. Stein

Signed by:
Jeffrey S. Stein
1E437355F8FA448

By: _____
Name: Anthony Horton

Being the Managers of the Boards of:

SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Ken Ohashi

By: _____
Name: Keith Melker

By: _____
Name: Glen Morris

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

DocuSigned by:
Anthony Horton
3404EE711B6540A...

Being the Managers of the Boards of:

SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

Signed by:

By: _____
Name: Jocelyn Miller

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

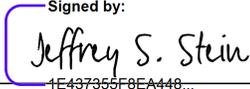
Being the Directors of the Boards of:

**13051269 CANADA INC.
EDDIE BAUER OF CANADA
CORPORATION**

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____

Name: Jocelyn Miller

Signed by:
By:  _____
1E437355F8EA440...

Name: Jeffrey S. Stein

By: _____

Name: Anthony Horton

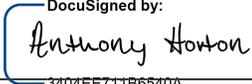
Being the Directors of the Boards of:

**13051269 CANADA INC.
EDDIE BAUER OF CANADA
CORPORATION**

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Jocelyn Miller

By: _____
Name: Jeffrey S. Stein

By:  _____
Name: Anthony Horton
3404EE711B6540A...

Being the Directors of the Boards of:

**13051269 CANADA INC.
EDDIE BAUER OF CANADA
CORPORATION**

Schedule I

Entity	Jurisdiction of Incorporation
SPARC EB Holdings LLC	Delaware
Eddie Bauer LLC	Delaware
Eddie Bauer Gift Card Services LLC	Ohio
13051269 Canada Inc.	Canada
Eddie Bauer of Canada Corporation	Canada

This is Exhibit “C” referred to in the Affidavit of Stephen Coulombe sworn remotely before me at the City of Toronto, in the Province of Ontario, while the deponent was located in the City of Boston, in the State of Massachusetts on February 9, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO # 79390S

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of New Jersey

(State)

Case number (if known): _____

Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, Instructions for Bankruptcy Forms for Non-Individuals, is available.

1. Debtor's Name Eddie Bauer Gift Card Services LLC

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and doing business as names

3. Debtor's federal Employer Identification Number (EIN) 27-0586501

4. Debtor's address Principal place of business Mailing address, if different from principal place of business

10401 Northeast 8th Street
Number Street

Suite 500

Bellevue WA 98004
City State Zip Code

King County
County

Number Street

P.O. Box

City State Zip Code

Location of principal assets, if different from principal place of business

Number Street

City State Zip Code

5. Debtor's website (URL) N/A

6. Type of debtor
[X] Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
[] Partnership (excluding LLP)
[] Other. Specify: _____

7. Describe debtor's business

A. Check One:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. Check all that apply:

- Tax-exempt entity (as described in 26 U.S.C. § 501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
4581 – Clothing and Clothing Accessories Retailers

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check One:

- Chapter 7
- Chapter 9
- Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

- No
- Yes.

District _____	When _____	Case number _____
District _____	When _____	Case number _____
	MM/DD/YYYY	MM/DD/YYYY

If more than 2 cases, attach a separate list.

Debtor Eddie Bauer Gift Card Services LLC
Name

Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No Yes.

Debtor See Rider 1 Relationship Affiliate

District District of New Jersey When 02/09/2026
MM / DD / YYYY

List all cases. If more than 1, attach a separate list. Case number, if known _____

11. Why is the case filed in this district? *Check all that apply:*

Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____

It needs to be physically secured or protected from the weather.

It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

Other _____

Where is the property?

Number _____ Street _____

City _____ State _____ Zip Code _____

Is the property insured?

No

Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*

Funds will be available for distribution to unsecured creditors.

After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input type="checkbox"/> 10,001-25,000	<input checked="" type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

Debtor Eddie Bauer Gift Card Services LLC
Name

Case number (if known) _____

- 15. Estimated assets (on a consolidated basis)**
- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |
-
- 16. Estimated liabilities (on a consolidated basis)**
- | | | |
|--|--|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
 I have been authorized to file this petition on behalf of the debtor.
 I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 02/09/2026
MM / DD / YYYY

X /s/ Stephen Coulombe Stephen Coulombe
 Signature of authorized representative of debtor Printed name

Title Co-Chief Restructuring Officer

18. Signature of attorney **X** /s/ Michael D. Sirota Date 02/09/2026
 Signature of attorney for debtor MM / DD / YYYY

Michael D. Sirota
 Printed name

Cole Schotz P.C.
 Firm name

Court Plaza North, 25 Main Street
 Number Street

Hackensack New Jersey 07601
 City State ZIP Code

(201) 489-3000 msirota@coleschotz.com
 Contact phone Email address

014321986 New Jersey
 Bar number State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
District of New Jersey	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Eddie Bauer LLC.

- Eddie Bauer LLC
- 13051269 Canada Inc.
- Eddie Bauer Gift Card Services LLC
- Eddie Bauer of Canada Corporation
- SPARC EB Holdings LLC

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re:	)	)	)	Chapter 11
EDDIE BAUER GIFT CARD SERVICES LLC,	)	)	)	Case No. 26-_____ (____)
Debtor.)))	

LIST OF EQUITY SECURITY HOLDERS¹

Equity Holder	Address of Equity Holder	Percentage of Equity Held
Eddie Bauer LLC	10401 Northeast 8th Street, Suite 500 Bellevue, Washington 98004	100%

¹ This list serves as the disclosure required to be made by the debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed indicate the record holder of such equity as of the date of commencement of the chapter 11 case.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re:	)	)	Chapter 11
EDDIE BAUER GIFT CARD SERVICES LLC,	)	)	Case No. 26-_____ (___)
Debtor.))	

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
Eddie Bauer LLC	100%

Fill in this information to identify the case:

Debtor name: Eddie Bauer LLC, et al.
 United States Bankruptcy Court for the District of New Jersey
 (State)
 Case number (if known): _____

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	GXO Logistics Supply Chain Inc. 4043 Piedmont Pkwy High Point, NC 27265, USA	Attn: Devin Russell Attn: Jorge Guanter 614 349 2050 Devin.russell001@gxo.com Jorge.guanter@gxo.com	Trade debt				\$6,935,833
2	Bosideng International Fashion LTD 99 Queen's Road, Unit 5709, 57/F Hong Kong, HK	Attn: Charles Wang Wang.lijun@bosideng.com Customercare@bosidengfashion.com	Trade debt				\$3,425,995
3	Shanghai Dongxia Industry & Commerce Co LTD No. 53 Chuanxie Road, Hongmiao Industry Zone, Fengcheng Town, Fengxian District, Shanghai, 201411 China	Attn: Helen Zhang +86 021 64069006*8006 helen@shdongxia.cn	Trade debt				\$2,555,476
4	MTL Sourcing DMCC HDS Business Centre Plot No. M1 Jumaira Lake Towers, Unit No 105, Dubai UAE	Attn: Tarik Kareem tarik@maliban.com	Trade debt				\$2,404,238
5	Vietsun Lot III-3A, CN1 Street, Industrial Area No.III, Tan Binh Industrial Park, Tay Thanh Ward, Ho Chi Minh City, Vietnam	+84 28 38472878 vietsuncorp@vietsuncorp.com.vn	Trade debt				\$1,954,666
6	Martex Sourcing LLC 261 Siri Dhamma Mawatha Colombo 01000, Sri Lanka	Attn: Azeem Ismile +94 112 668 000 azeem@maliban.com	Trade debt				\$1,916,478
7	Google, Inc. 1600 Amphitheatre Parkway Mountain View, CA 94043, USA	collections@google.com	Trade debt				\$1,541,262
8	Dongxia Industrial Lanka PVT LTD Lot 31 & 32 Bingiriya Export Processing Zone Dummalasuriya, 60450, Sri Lanka	Attn: Helen Zhang +86 021 64069006*8006 helen@shdongxia.cn	Trade debt				\$1,278,236
9	Meta Platforms Inc 1 Meta Way Menlo Park, CA 94025, USA	payment@meta.com	Trade debt				\$1,130,945

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
10 Ningbo Mengdi Imp. & Exp. Co No. 8 Middle Jiangnan Road Xiaogang Street, Beilun District Ningbo, Zhejiang, China	Attn: Oscar Le +86 574 26862126 oscar@china-mengdi.com	Trade debt				\$786,994
11 South Asia Knitting Factory Limited 108 HOW MING STREET KWUN TONG, KOWLOON 17/F South Asia Building Hong Kong HK	Attn: Leo Yeung leoyeung@southasiagroup.com	Trade debt				\$631,713
12 Star Garments Group (PVT) LTD PO Box 1, Ring Road 2, Phase 1, Investment Promotion Zone Katunyake 11450 Sri Lanka	Attn: A. Sukumaran 0094114837000 Ext 4102 / 0094773501864 suku@star.lk	Trade debt				\$628,682
13 Ross Glove Co 1032 Alabama Ave. Sheboygan WI 53081 USA	Attn: Andy Ross +1 920 457 4331 Andy.ross@earthlink.net	Trade debt				\$518,037
14 Yee Tung Garment – Direct 3/F, Chiap Luen Ind. Bldg., 30-32, Kung Yip Street Kwai Chung, N.T., Hong Kong	Attn: May Wong 852 2211 0100 may@yeetung.com	Trade debt				\$481,322
15 Eastman Exp Glo Clo PVT LTD 5/591, Sri Lakshmi Nagar, Pitchampalayam Pudur, Tirupur, Tamil Nadu, India	Attn: Ritesh Kumar ritesh@eastmanexports.com +91 421 430 1234	Trade debt				\$437,395
16 Washington Shoe Company 5530 S 266 th St Kent, WA 98032 USA	Attn: Kristin Raber kristin@westernchief.com	Trade debt				\$427,195
17 United Parcel Service Inc. 55 Glenlake Parkway, N.E. Atlanta, GA 30328 USA	ACHDETAIL@UPS.COM	Trade debt				\$390,369
18 Forter Inc 575 5th Ave, 29th Floor New York, NY 10017, USA	Attn: Michael Reiblat michael@forter.com	Trade debt				\$381,169
19 Viet Thai Garment Export JSC No. 142 Quang Trung Road- Tran Hung Dao Ward, Thai Binh City, Thai Binh, Vietnam	Attn: Bach Nguyen +84 2273 831 686 bachkd@vitexco-gar.com.vn	Trade debt				\$355,362
20 Accutech Packaging Inc 157 Green Street Foxboro, MA 02035, USA	Attn: Michael Meneally +1 508 543 3800 mkemeally@accutechpkg.com	Trade debt				\$322,880
21 Primary Color Systems 11130 Holder St, Cypress CA 90630 USA	+1 949 660 7080 payments@primarycolor.com	Trade debt				\$292,825
22 Degree Fashions (USA) Inc 6445 de la Cote de Lisse Road Saint Laurent, Quebec, H4T 1E5 Canada	+1 800 839 8808 rtock@degree.com	Trade debt				\$270,177

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
23 Infinity Global Inc. 501 Bridge Street Danville VA 24541, USA	+1 434 793 7570 infinityglobal@gmail.com	Trade debt				\$257,563
24 Noi Solutions LLC 132 W 36 th Street, 4 th Floor New York NY 10018 USA	Attn: Saima Chowdhury +1 845 825 3156 saima@noisolutionsllc.com	Trade debt				\$249,607
25 Pinterest Inc 651 Branna Street San Francisco, CA 94107, USA	support@pinterest-business.zendesk.com	Trade debt				\$241,070
26 Charmant USA Inc 400 The American Road Morris Plains NJ 07950 USA	Attn: Masato Nakagaichi +1 973 538 1511 MNakagaichi@charmant.com	Trade debt				\$211,953
27 Hansae Co., LTD 5F, 29, Eunhaeng-ro (Jeongwoo Bldg, Yeouido-dong), Yeongdeungpo-gu, Seoul, 07238, South Korea	Attn: Jina Park +82 2 3779 0779 jinpark@hansae.com	Trade debt				\$164,723
28 TMone LLC dba MCI BPO LC 2937 Sierra Court SW Iowa City, IA 52240 USA	info@mci.world +1 866 624 2622	Trade debt				\$157,408
29 Hadley Development, LLC 3629 N Hydraulic Street Wichita, KS 67219 USA	Attn: A. Brunner ABrunner@RealmBrands.com +1 316 821 9700	Trade debt				\$142,890
30 Fullcharm Knitters LTD Plot # 1175 & 1179 Bashan Sarak, Vogra, National University 1704, Gazipur, Bangladesh	Attn: Anar Kali Chowdhury 01716007397 Commercial@fullraybd.com	Trade debt				\$138,005

Fill in this information to identify the case and this filing:	
Debtor Name:	Eddie Bauer Gift Card Services LLC
United States Bankruptcy Court for the:	District of New Jersey (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.



Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

02/09/2026

MM / DD / YYYY

/s/ Stephen Coulombe

Signature of individual signing on behalf of debtor

Stephen Coulombe

Printed name

Co-Chief Restructuring Officer

Position or relationship to debtor

**OMNIBUS ACTION BY
UNANIMOUS WRITTEN CONSENT OF THE
BOARDS OF DIRECTORS AND THE BOARDS OF MANAGERS**

Dated as of February 8, 2026

The undersigned, being all of the members of the Boards of Directors or the Boards of Managers (each, a “Governing Body”), as applicable, of each of the entities listed on Schedule I attached hereto (each a “Company” and collectively, the “Companies”), as Governing Body of such Company hereby take the following actions by unanimous written consent (this “Written Consent”) in lieu of holding a special meeting in accordance with the bylaws or limited liability company agreements of each Company (collectively, the “Governing Documents”), as applicable, and the applicable laws of the jurisdiction in which each Company is organized, do hereby approve, consent to, and adopt the following recitals and resolutions, with the same force and effect as if they had been adopted at a duly convened special meeting of each Governing Body.

WHEREAS, the Governing Body of each Company has reviewed and considered: (i) the filing of voluntary petitions for relief (the “Bankruptcy Petitions”) for each Company under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (as amended, the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) pursuant to the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized (together with the transactions contemplated by that certain Restructuring Support Agreement executed on February 8, 2026, the “Restructuring Matters”); (ii) the use of cash collateral contemplated in connection therewith; (iii) the retention of professionals by each Company; and (iv) the filing of applications by Eddie Bauer LLC for an interim stay order under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”) in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) and, as foreign representative of the Companies for protection under Part IV of the CCAA in the Canadian Court;

WHEREAS, (a) the disinterested managers (each a, “Disinterested Manager,” and together, the “Disinterested Managers”) of SPARC EB Holdings LLC, Eddie Bauer LLC, and Eddie Bauer Gift Card Services LLC were appointed pursuant to that certain Omnibus Written Consent of the Boards of Managers of SPARC EB Holdings LLC, Eddie Bauer LLC, and Eddie Bauer Gift Card Services LLC dated October 3, 2025 (the “Disinterested Manager Resolution”), (b) the disinterested directors (each a, “Disinterested Director,” and together, the “Disinterested Directors”) of 13051269 Canada Inc. were appointed pursuant to those certain Resolutions of the Sole Shareholder of 13051269 Canada Inc. dated February 5, 2026 (the “1305 Canada Inc. Delegation Resolutions”), and (c) the Disinterested Directors of Eddie Bauer of Canada Corporation were appointed pursuant to those certain Resolutions of the Sole Shareholder of Eddie Bauer of Canada Corporation dated February 5, 2026 (the “EB Canada Delegation Resolutions,” and together with the Disinterested Manager Resolution and the 1305 Canada Inc. Delegation Resolutions, the “Appointing Resolutions”);

WHEREAS, pursuant to the Appointing Resolutions, each Company has delegated to its Disinterested Managers or Disinterested Directors, as applicable, (a) certain authority to investigate and determine, in the Disinterested Managers’ or Disinterested Directors’ business

judgment, as applicable, whether any matter arising from or related to any restructuring, reorganization, and/or other recapitalization transaction involving the Company and/or one or more of its subsidiaries and/or affiliates (any such transaction, a “Transaction”) constitutes a Conflicts Matter (as defined in the Appointing Resolutions), and (b) certain authority and power to review, discuss, consider, negotiate, approve, and authorize the Companies’ entry into and consummation of a Transaction that constitutes (in whole or in part) a Conflicts Matter;

WHEREAS, the Disinterested Managers and the Disinterested Directors, as applicable, have had the opportunity to consult with the management and financial and legal advisors of the Companies and review the chapter 11 and CCAA preparation materials provided by the financial and legal advisors, and, to the extent of any Conflicts Matter, the Disinterested Managers and the Disinterested Directors, as applicable, recommend the adoption of this Written Consent and that the Companies take the actions set forth herein;

WHEREAS, the Companies have requested an appointment of Eddie Bauer LLC as foreign representative (the “Foreign Representative”) in connection with and in furtherance of Eddie Bauer LLC (as Foreign Representative) applying to the Canadian Court under Part IV of the CCAA; and

WHEREAS, each Governing Body has reviewed and considered the materials presented by the management of each Company and each Company’s financial and legal advisors, and has had adequate opportunity to consult with such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to the Companies.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that, pursuant to the Governing Documents, each Governing Body has determined, in its business judgment, that the following resolutions are advisable and in the best interest of the Companies and hereby adopt the following resolutions:

CHAPTER 11 FILING

RESOLVED, that in the business judgment of each Governing Body, it is desirable and maximizes the value of each Company for the benefit of all stakeholders, for each Company to file or cause to be filed the Bankruptcy Petitions under the Bankruptcy Code in the Bankruptcy Court, and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States or Canada;

FURTHER RESOLVED, that in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized, hereby consents to, authorizes, and approves the filing of the Bankruptcy Petitions;

FURTHER RESOLVED, that any director, manager, other duly appointed officers or authorized signatories of each Company and any other person designated by the applicable Board (collectively, the “Authorized Officers” and individually, an “Authorized Officer”), shall be, and each of them individually hereby is, authorized and directed for and on behalf of each Company to take all actions (including, without limitation, to negotiate and execute any documents, certificates, supplemental agreements, and instruments) to act as signatory and attorney on behalf

of each Company in respect of the Restructuring Matters and/or any persons to whom such Authorized Officers delegate certain responsibilities, be, and hereby are, authorized, empowered, and directed to execute and file on behalf of each Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary or proper to maintain the ordinary course operations of each Company's business;

FURTHER RESOLVED, Eddie Bauer LLC hereby authorizes and consents to its appointment as Foreign Representative by the Bankruptcy Court in connection with and in furtherance of Eddie Bauer LLC applying to the Canadian Court under Part IV of the CCAA as the Foreign Representative of the Companies for recognition of the chapter 11 proceedings commenced by the Companies and further consents to take all steps and actions it deems necessary or proper in connection with such application and proceedings; and

FURTHER RESOLVED, each Company hereby authorizes and consents to Eddie Bauer LLC applying to the Canadian Court under the CCAA for an interim stay order in respect of the Companies and under Part IV of the CCAA as the Foreign Representative of the Canadian Companies for recognition of the chapter 11 proceedings commenced by Eddie Bauer LLC and further consent to take all steps and actions it deems necessary or proper in connection with such applications and proceedings.

CASH COLLATERAL AND ADEQUATE PROTECTION OBLIGATIONS

WHEREAS, each of the Companies is party to that certain Credit Agreement dated as of December 7, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "ABL Credit Agreement"), by and among Penney Holdings LLC, as lead administrative borrower, the other loan parties from time to time party thereto, the lenders from time to time party thereto, and Wells Fargo Bank, National Association, as administrative agent;

WHEREAS, each of the Companies is party to that certain Credit Agreement dated as of September 19, 2025 (as amended, restated, supplemented, or otherwise modified from time to time, the "Term Loan Credit Agreement") by and among Penney Holdings LLC, as lead administrative borrower, the other loan parties from time to time party thereto, the lenders from time to time party thereto, and WhiteHawk Capital Partners LP, as administrative and collateral agent;

WHEREAS, each of the Companies is party to that certain Amended and Restated Term Loan Credit Agreement dated as of December 19, 2024 (as amended, restated, supplement, or otherwise modified from time to time, the "Subordinated Loan Credit Agreement" and together with the ABL Credit Agreement and Term Loan Credit Agreement, the "Prepetition Credit Agreements") by and among Penney Holdings LLC, as lead administrative borrower, the other loan parties from time to time party thereto, the lenders from time to time party thereto, and Copper Retail JV LLC, as administrative agent; and

WHEREAS, each Governing Body has considered presentations by the Companies' management and advisors of the Companies regarding the liabilities and liquidity situation of the Companies and their affiliates and subsidiaries, the strategic alternatives available to them, and the

effect of the foregoing on the Companies' business and has determined, in the business judgment of each Governing Body and based on the recommendation from the Companies' management and advisors, that the following resolutions maximize value of the Companies for the benefit of all stakeholders.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that in the business judgment of each Governing Body, it is desirable and maximizes the value of each Company for the benefit of all of their stakeholders, to obtain the benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain of the Companies' prepetition secured parties under the Prepetition Credit Agreements (the "Prepetition Secured Parties");

RESOLVED, that each Authorized Officer of each Company be, and hereby is, authorized, directed, and empowered in the name of, and on behalf of, each Company to seek approval of the use of Cash Collateral pursuant to a Cash Collateral order in interim and final form (together, the "Cash Collateral Orders"), and, to the extent applicable to the Company, any Authorized Officer be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of the Company, necessary or advisable to implement the Cash Collateral Order, including providing for adequate protection to the Prepetition Secured Lenders in accordance with section 363 of the Bankruptcy Code (the "Adequate Protection Obligations"), as well as any additional or further agreements for the use of Cash Collateral in connection with the chapter 11 cases, which agreement(s) may require the Companies to grant adequate protection, including periodic cash payments, and security interests to the Prepetition Secured Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of the Companies pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Officer shall deem necessary, proper, or advisable, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery of such agreement, instrument, or document; and

FURTHER RESOLVED, that each Company be, and hereby is, authorized to incur the Adequate Protection Obligations.

RETENTION OF PROFESSIONALS

RESOLVED, that each of the Authorized Officers of each Company be, and hereby is, authorized, empowered, and directed to employ on behalf of each Company: (i) Kirkland & Ellis LLP and Kirkland & Ellis International LLP as restructuring counsel; (ii) Cole Schotz P.C. as co-bankruptcy counsel; (iii) GBH SOLIC Holdco, LLC as investment banker; (iv) Berkeley Research Group, LLC as restructuring advisor; (v) Stretto, Inc. as claims and noticing agent; (vi) Retail Consulting Services, Inc. d/b/a Real Estate Advisors as real estate consultant; and any other legal counsel, accountants, financial advisors, restructuring advisors, or other professionals the Authorized Officers deem necessary, appropriate, or advisable, each to represent and assist each Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code, CCAA, and any applicable law (including, but not limited to, the law firms filing any motions, objections, replies, applications, pleadings, or responses); and

FURTHER RESOLVED, that each of the Authorized Officers of each Company be, and hereby is, authorized and directed to employ any other professionals to assist each Company in carrying out its duties under the Bankruptcy Code and CCAA; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, to pay appropriate retainers and fees, and to cause to be filed appropriate applications for authority to retain the services of any other professionals as necessary.

THE RESTRUCTURING SUPPORT AGREEMENT

RESOLVED, that the Governing Body of each Company has determined in its business judgment that it is desirable and in the best interests of such Company, its creditors, and other stakeholders to enter into the Restructuring Support Agreement (substantially in the form presented to each Governing Body, with such changes as approved by one or more Authorized Officers, such approval to be conclusively established by such Authorized Officer's execution and delivery or taking thereof) and that such Company's performance of its obligations under the Restructuring Support Agreement be and hereby is, in all respects, authorized and approved;

FURTHER RESOLVED, that the Governing Body of each Company has determined in its business judgment that it is desirable and in the best interests of such Company, its creditors, and other stakeholders, that the Authorized Officers, acting individually and with full power of substitution, be, and hereby are, authorized, approved, empowered, and directed, to take all actions (including, without limitation, to negotiate and execute any agreements, documents, or certificates) necessary to undertake and enter into the Restructuring Support Agreement and to consummate the transactions contemplated thereby, including without limitation, the negotiation and documentation of the Restructuring Matters, the incurrence of indebtedness, assumption of obligations, rejection of obligations, sale of the Companies, sale of equity or assets, merger, liquidation, or other transactions contemplated thereby and all exhibits, schedules, attachments, and ancillary documents or agreements related thereto (each in the form and upon the terms as such Authorized Officer may approve, such approval to be conclusively established by such Authorized Officer's execution and delivery or taking thereof), and that such Companies' entry into and performance of its obligations in respect thereof, is, in all respects, authorized, approved, confirmed, and ratified; and

FURTHER RESOLVED, that the Authorized Officers of each Company be, and each hereby is, authorized to take all actions (including, without limitation, to negotiate and execute any agreements, documents, or certificates) necessary to enter into the Restructuring Support Agreement and to consummate the transactions contemplated thereby in connection with the Bankruptcy Petitions, and to pay any fees or expenses related thereto, and that such Company's performance of its obligations under the Restructuring Support Agreement hereby is, in all respects, authorized and approved.

GENERAL AUTHORIZATION

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates), either individually or as otherwise required by the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized, be, and

each of them hereby is, authorized to execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents on behalf of each Company relating to the foregoing resolutions;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered, and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and to perform such further actions and execute such further documentation that the Authorized Officers in their absolute discretion deem necessary, proper, appropriate, or desirable in connection with chapter 11 cases and CCAA cases of each Company and in accordance with the foregoing resolutions.

FURTHER RESOLVED, that each of the Authorized Officers (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of each Company to take or cause to be taken any such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, retainers, and fees, including but not limited to filing fees, in each case as in such Authorized Officer's absolute discretion, shall be necessary, appropriate, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

FURTHER RESOLVED, that each Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the Governing Documents, as applicable, of each Company, or hereby waives any right to have received such notice;

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed, and ratified as the true acts and deeds of each Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of each Company; and

FURTHER RESOLVED, that any Authorized Officer (and their designees and delegates) be, and each of them hereby is, authorized to do all such other acts, deeds, and other things as each Company itself may lawfully do, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized, howsoever arising in connection with the matters above, or in furtherance of the intentions expressed in the foregoing resolutions, including, but not limited to, the negotiation, finalization, execution, and delivery of any other agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents whatsoever as the individual acting may in his/her absolute and unfettered discretion approve, deem or determine necessary, appropriate, or advisable, such approval, deeming, or determination to be conclusively evidenced by said individual taking such action or the execution thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

Signed by:

By: _____
Name: Ken Ohashi

By: _____
Name: Keith Melker

By: _____
Name: Glen Morris

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

Being the Managers of the Boards of:

SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Ken Ohashi

By:  _____
Name: Keith Melker

Signed by:
E63BB4AB8A15417...

By: _____
Name: Glen Morris

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

Being the Managers of the Boards of:

**SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC**

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Ken Ohashi

By: _____
Name: Keith Melker

By: _____
Name: Glen Morris

Signed by:
Glen Morris
15E346390759462...

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

Being the Managers of the Boards of:

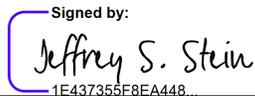
**SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC**

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Ken Ohashi

By: _____
Name: Keith Melker

By: _____
Name: Glen Morris

By:  _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

Being the Managers of the Boards of:

SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Ken Ohashi

By: _____
Name: Keith Melker

By: _____
Name: Glen Morris

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

DocuSigned by:
Anthony Horton
3404EE711B6540A...

Being the Managers of the Boards of:

SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

Signed by:

By: _____
Name: Jocelyn Miller

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

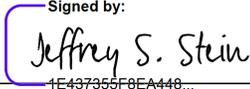
Being the Directors of the Boards of:

**13051269 CANADA INC.
EDDIE BAUER OF CANADA
CORPORATION**

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____

Name: Jocelyn Miller

By:  _____
Signed by:
1E437355F8EA440...

Name: Jeffrey S. Stein

By: _____

Name: Anthony Horton

Being the Directors of the Boards of:

**13051269 CANADA INC.
EDDIE BAUER OF CANADA
CORPORATION**

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Jocelyn Miller

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

DocuSigned by:
Anthony Horton
3404EE711B6540A...

Being the Directors of the Boards of:

**13051269 CANADA INC.
EDDIE BAUER OF CANADA
CORPORATION**

Schedule I

Entity	Jurisdiction of Incorporation
SPARC EB Holdings LLC	Delaware
Eddie Bauer LLC	Delaware
Eddie Bauer Gift Card Services LLC	Ohio
13051269 Canada Inc.	Canada
Eddie Bauer of Canada Corporation	Canada

This is Exhibit “D” referred to in the Affidavit of Stephen Coulombe sworn remotely before me at the City of Toronto, in the Province of Ontario, while the deponent was located in the City of Boston, in the State of Massachusetts on February 9, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO # 79390S

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of New Jersey

(State)

Case number (if known): _____

Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, Instructions for Bankruptcy Forms for Non-Individuals, is available.

1. Debtor's Name 13051269 Canada Inc.

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and doing business as names

3. Debtor's federal Employer Identification Number (EIN) N/A

4. Debtor's address Principal place of business Mailing address, if different from principal place of business

10401 Northeast 8th Street Number Street

Suite 500

Bellevue WA 98004 City State Zip Code

King County County

Number Street

P.O. Box

City State Zip Code

Location of principal assets, if different from principal place of business

125 Chubb Avenue Number Street

5th Floor

Lyndhurst NJ 07071 City State Zip Code

5. Debtor's website (URL) N/A

6. Type of debtor [X] Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) [] Partnership (excluding LLP) [] Other. Specify:

7. Describe debtor's business

A. Check One:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. Check all that apply:

- Tax-exempt entity (as described in 26 U.S.C. § 501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
4581 – Clothing and Clothing Accessories Retailers

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check One:

- Chapter 7
- Chapter 9
- Chapter 11. Check all that apply:

- Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
- A plan is being filed with this petition.
- Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
- The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

- No
- Yes. District _____ When MM/DD/YYYY Case number _____
- District _____ When MM/DD/YYYY Case number _____

If more than 2 cases, attach a separate list.

Debtor 13051269 Canada Inc.
Name

Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No Yes.

Debtor See Rider 1 Relationship Affiliate

District District of New Jersey When 02/09/2026
MM / DD / YYYY

List all cases. If more than 1, attach a separate list. Case number, if known _____

11. Why is the case filed in this district? *Check all that apply:*

Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
- It needs to be physically secured or protected from the weather.
- It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- Other _____

Where is the property?

Number _____ Street _____

City _____ State _____ Zip Code _____

Is the property insured?

No

Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*

Funds will be available for distribution to unsecured creditors.

After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input type="checkbox"/> 10,001-25,000	<input checked="" type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

Debtor 13051269 Canada Inc.
Name

Case number (if known) _____

15. Estimated assets (on a consolidated basis)
- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

16. Estimated liabilities (on a consolidated basis)
- | | | |
|--|--|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 02/09/2026
MM / DD / YYYY

X /s/ Stephen Coulombe Stephen Coulombe
Signature of authorized representative of debtor Printed name

Title Co-Chief Restructuring Officer

18. Signature of attorney **X** /s/ Michael D. Sirota Date 02/09/2026
Signature of attorney for debtor MM / DD / YYYY

Michael D. Sirota
Printed name

Cole Schotz P.C.
Firm name

Court Plaza North, 25 Main Street
Number Street

Hackensack New Jersey 07601
City State ZIP Code

(201) 489-3000 msirota@coleschotz.com
Contact phone Email address

014321986 New Jersey
Bar number State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
District of New Jersey	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Eddie Bauer LLC.

- Eddie Bauer LLC
- 13051269 Canada Inc.
- Eddie Bauer Gift Card Services LLC
- Eddie Bauer of Canada Corporation
- SPARC EB Holdings LLC

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re:	)	Chapter 11
13051269 CANADA INC.,	)	Case No. 26-_____ (___)
Debtor.)	

LIST OF EQUITY SECURITY HOLDERS¹

Equity Holder	Address of Equity Holder	Percentage of Equity Held
SPARC EB Holdings LLC	10401 Northeast 8th Street, Suite 500 Bellevue, Washington 98004	100%

¹ This list serves as the disclosure required to be made by the debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed indicate the record holder of such equity as of the date of commencement of the chapter 11 case.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re:	)	Chapter 11
13051269 CANADA INC.,	)	Case No. 26-_____ (___)
Debtor.)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
SPARC EB Holdings LLC	100%

Fill in this information to identify the case:

Debtor name: Eddie Bauer LLC, et al.
 United States Bankruptcy Court for the District of New Jersey
 (State)
 Case number (If known): _____

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	GXO Logistics Supply Chain Inc. 4043 Piedmont Pkwy High Point, NC 27265, USA	Attn: Devin Russell Attn: Jorge Guanter 614 349 2050 Devin.russell001@gxo.com Jorge.guanter@gxo.com	Trade debt				\$6,935,833
2	Bosideng International Fashion LTD 99 Queen's Road, Unit 5709, 57/F Hong Kong, HK	Attn: Charles Wang Wang.lijun@bosideng.com Customercare@bosidengfashion.com	Trade debt				\$3,425,995
3	Shanghai Dongxia Industry & Commerce Co LTD No. 53 Chuanxie Road, Hongmiao Industry Zone, Fengcheng Town, Fengxian District, Shanghai, 201411 China	Attn: Helen Zhang +86 021 64069006*8006 helen@shdongxia.cn	Trade debt				\$2,555,476
4	MTL Sourcing DMCC HDS Business Centre Plot No. M1 Jumaira Lake Towers, Unit No 105, Dubai UAE	Attn: Tarik Kareem tarik@maliban.com	Trade debt				\$2,404,238
5	Vietsun Lot III-3A, CN1 Street, Industrial Area No.III, Tan Binh Industrial Park, Tay Thanh Ward, Ho Chi Minh City, Vietnam	+84 28 38472878 vietsuncorp@vietsuncorp.com.vn	Trade debt				\$1,954,666
6	Martex Sourcing LLC 261 Siri Dhamma Mawatha Colombo 01000, Sri Lanka	Attn: Azeem Ismile +94 112 668 000 azeem@maliban.com	Trade debt				\$1,916,478
7	Google, Inc. 1600 Amphitheatre Parkway Mountain View, CA 94043, USA	collections@google.com	Trade debt				\$1,541,262
8	Dongxia Industrial Lanka PVT LTD Lot 31 & 32 Bingiriya Export Processing Zone Dummalasuriya, 60450, Sri Lanka	Attn: Helen Zhang +86 021 64069006*8006 helen@shdongxia.cn	Trade debt				\$1,278,236
9	Meta Platforms Inc 1 Meta Way Menlo Park, CA 94025, USA	payment@meta.com	Trade debt				\$1,130,945

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
10 Ningbo Mengdi Imp. & Exp. Co No. 8 Middle Jiangnan Road Xiaogang Street, Beilun District Ningbo, Zhejiang, China	Attn: Oscar Le +86 574 26862126 oscar@china-mengdi.com	Trade debt				\$786,994
11 South Asia Knitting Factory Limited 108 HOW MING STREET KWUN TONG, KOWLOON 17/F South Asia Building Hong Kong HK	Attn: Leo Yeung leoyeung@southasiagroup.com	Trade debt				\$631,713
12 Star Garments Group (PVT) LTD PO Box 1, Ring Road 2, Phase 1, Investment Promotion Zone Katunyake 11450 Sri Lanka	Attn: A. Sukumaran 0094114837000 Ext 4102 / 0094773501864 suku@star.lk	Trade debt				\$628,682
13 Ross Glove Co 1032 Alabama Ave. Sheboygan WI 53081 USA	Attn: Andy Ross +1 920 457 4331 Andy.ross@earthlink.net	Trade debt				\$518,037
14 Yee Tung Garment – Direct 3/F, Chiap Luen Ind. Bldg., 30-32, Kung Yip Street Kwai Chung, N.T., Hong Kong	Attn: May Wong 852 2211 0100 may@yeetung.com	Trade debt				\$481,322
15 Eastman Exp Glo Clo PVT LTD 5/591, Sri Lakshmi Nagar, Pitchampalayam Pudur, Tirupur, Tamil Nadu, India	Attn: Ritesh Kumar ritesh@eastmanexports.com +91 421 430 1234	Trade debt				\$437,395
16 Washington Shoe Company 5530 S 266 th St Kent, WA 98032 USA	Attn: Kristin Raber kristin@westernchief.com	Trade debt				\$427,195
17 United Parcel Service Inc. 55 Glenlake Parkway, N.E. Atlanta, GA 30328 USA	ACHDETAIL@UPS.COM	Trade debt				\$390,369
18 Forter Inc 575 5th Ave, 29th Floor New York, NY 10017, USA	Attn: Michael Reiblat michael@forter.com	Trade debt				\$381,169
19 Viet Thai Garment Export JSC No. 142 Quang Trung Road- Tran Hung Dao Ward, Thai Binh City, Thai Binh, Vietnam	Attn: Bach Nguyen +84 2273 831 686 bachkd@vitexco-gar.com.vn	Trade debt				\$355,362
20 Accutech Packaging Inc 157 Green Street Foxboro, MA 02035, USA	Attn: Michael Meneally +1 508 543 3800 mkemeally@accutechpkg.com	Trade debt				\$322,880
21 Primary Color Systems 11130 Holder St, Cypress CA 90630 USA	+1 949 660 7080 payments@primarycolor.com	Trade debt				\$292,825
22 Degree Fashions (USA) Inc 6445 de la Cote de Lisse Road Saint Laurent, Quebec, H4T 1E5 Canada	+1 800 839 8808 rtock@degree.com	Trade debt				\$270,177

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
23 Infinity Global Inc. 501 Bridge Street Danville VA 24541, USA	+1 434 793 7570 infinityglobal@gmail.com	Trade debt				\$257,563
24 Noi Solutions LLC 132 W 36 th Street, 4 th Floor New York NY 10018 USA	Attn: Saima Chowdhury +1 845 825 3156 saima@noisolutionsllc.com	Trade debt				\$249,607
25 Pinterest Inc 651 Branna Street San Francisco, CA 94107, USA	support@pinterest-business.zendesk.com	Trade debt				\$241,070
26 Charmant USA Inc 400 The American Road Morris Plains NJ 07950 USA	Attn: Masato Nakagaichi +1 973 538 1511 MNakagaichi@charmant.com	Trade debt				\$211,953
27 Hansae Co., LTD 5F, 29, Eunhaeng-ro (Jeongwoo Bldg, Yeouido-dong), Yeongdeungpo-gu, Seoul, 07238, South Korea	Attn: Jina Park +82 2 3779 0779 jinpark@hansae.com	Trade debt				\$164,723
28 TMone LLC dba MCI BPO LC 2937 Sierra Court SW Iowa City, IA 52240 USA	info@mci.world +1 866 624 2622	Trade debt				\$157,408
29 Hadley Development, LLC 3629 N Hydraulic Street Wichita, KS 67219 USA	Attn: A. Brunner ABrunner@RealmBrands.com +1 316 821 9700	Trade debt				\$142,890
30 Fullcharm Knitters LTD Plot # 1175 & 1179 Bashan Sarak, Vogra, National University 1704, Gazipur, Bangladesh	Attn: Anar Kali Chowdhury 01716007397 Commercial@fullraybd.com	Trade debt				\$138,005

Fill in this information to identify the case and this filing:	
Debtor Name:	13051269 Canada Inc.
United States Bankruptcy Court for the:	District of New Jersey (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.



Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

02/09/2026

MM / DD / YYYY

/s/ Stephen Coulombe

Signature of individual signing on behalf of debtor

Stephen Coulombe

Printed name

Co-Chief Restructuring Officer

Position or relationship to debtor

**OMNIBUS ACTION BY
UNANIMOUS WRITTEN CONSENT OF THE
BOARDS OF DIRECTORS AND THE BOARDS OF MANAGERS**

Dated as of February 8, 2026

The undersigned, being all of the members of the Boards of Directors or the Boards of Managers (each, a “Governing Body”), as applicable, of each of the entities listed on Schedule I attached hereto (each a “Company” and collectively, the “Companies”), as Governing Body of such Company hereby take the following actions by unanimous written consent (this “Written Consent”) in lieu of holding a special meeting in accordance with the bylaws or limited liability company agreements of each Company (collectively, the “Governing Documents”), as applicable, and the applicable laws of the jurisdiction in which each Company is organized, do hereby approve, consent to, and adopt the following recitals and resolutions, with the same force and effect as if they had been adopted at a duly convened special meeting of each Governing Body.

WHEREAS, the Governing Body of each Company has reviewed and considered: (i) the filing of voluntary petitions for relief (the “Bankruptcy Petitions”) for each Company under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (as amended, the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) pursuant to the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized (together with the transactions contemplated by that certain Restructuring Support Agreement executed on February 8, 2026, the “Restructuring Matters”); (ii) the use of cash collateral contemplated in connection therewith; (iii) the retention of professionals by each Company; and (iv) the filing of applications by Eddie Bauer LLC for an interim stay order under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”) in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) and, as foreign representative of the Companies for protection under Part IV of the CCAA in the Canadian Court;

WHEREAS, (a) the disinterested managers (each a, “Disinterested Manager,” and together, the “Disinterested Managers”) of SPARC EB Holdings LLC, Eddie Bauer LLC, and Eddie Bauer Gift Card Services LLC were appointed pursuant to that certain Omnibus Written Consent of the Boards of Managers of SPARC EB Holdings LLC, Eddie Bauer LLC, and Eddie Bauer Gift Card Services LLC dated October 3, 2025 (the “Disinterested Manager Resolution”), (b) the disinterested directors (each a, “Disinterested Director,” and together, the “Disinterested Directors”) of 13051269 Canada Inc. were appointed pursuant to those certain Resolutions of the Sole Shareholder of 13051269 Canada Inc. dated February 5, 2026 (the “1305 Canada Inc. Delegation Resolutions”), and (c) the Disinterested Directors of Eddie Bauer of Canada Corporation were appointed pursuant to those certain Resolutions of the Sole Shareholder of Eddie Bauer of Canada Corporation dated February 5, 2026 (the “EB Canada Delegation Resolutions,” and together with the Disinterested Manager Resolution and the 1305 Canada Inc. Delegation Resolutions, the “Appointing Resolutions”);

WHEREAS, pursuant to the Appointing Resolutions, each Company has delegated to its Disinterested Managers or Disinterested Directors, as applicable, (a) certain authority to investigate and determine, in the Disinterested Managers’ or Disinterested Directors’ business

judgment, as applicable, whether any matter arising from or related to any restructuring, reorganization, and/or other recapitalization transaction involving the Company and/or one or more of its subsidiaries and/or affiliates (any such transaction, a “Transaction”) constitutes a Conflicts Matter (as defined in the Appointing Resolutions), and (b) certain authority and power to review, discuss, consider, negotiate, approve, and authorize the Companies’ entry into and consummation of a Transaction that constitutes (in whole or in part) a Conflicts Matter;

WHEREAS, the Disinterested Managers and the Disinterested Directors, as applicable, have had the opportunity to consult with the management and financial and legal advisors of the Companies and review the chapter 11 and CCAA preparation materials provided by the financial and legal advisors, and, to the extent of any Conflicts Matter, the Disinterested Managers and the Disinterested Directors, as applicable, recommend the adoption of this Written Consent and that the Companies take the actions set forth herein;

WHEREAS, the Companies have requested an appointment of Eddie Bauer LLC as foreign representative (the “Foreign Representative”) in connection with and in furtherance of Eddie Bauer LLC (as Foreign Representative) applying to the Canadian Court under Part IV of the CCAA; and

WHEREAS, each Governing Body has reviewed and considered the materials presented by the management of each Company and each Company’s financial and legal advisors, and has had adequate opportunity to consult with such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to the Companies.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that, pursuant to the Governing Documents, each Governing Body has determined, in its business judgment, that the following resolutions are advisable and in the best interest of the Companies and hereby adopt the following resolutions:

CHAPTER 11 FILING

RESOLVED, that in the business judgment of each Governing Body, it is desirable and maximizes the value of each Company for the benefit of all stakeholders, for each Company to file or cause to be filed the Bankruptcy Petitions under the Bankruptcy Code in the Bankruptcy Court, and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States or Canada;

FURTHER RESOLVED, that in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized, hereby consents to, authorizes, and approves the filing of the Bankruptcy Petitions;

FURTHER RESOLVED, that any director, manager, other duly appointed officers or authorized signatories of each Company and any other person designated by the applicable Board (collectively, the “Authorized Officers” and individually, an “Authorized Officer”), shall be, and each of them individually hereby is, authorized and directed for and on behalf of each Company to take all actions (including, without limitation, to negotiate and execute any documents, certificates, supplemental agreements, and instruments) to act as signatory and attorney on behalf

of each Company in respect of the Restructuring Matters and/or any persons to whom such Authorized Officers delegate certain responsibilities, be, and hereby are, authorized, empowered, and directed to execute and file on behalf of each Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary or proper to maintain the ordinary course operations of each Company's business;

FURTHER RESOLVED, Eddie Bauer LLC hereby authorizes and consents to its appointment as Foreign Representative by the Bankruptcy Court in connection with and in furtherance of Eddie Bauer LLC applying to the Canadian Court under Part IV of the CCAA as the Foreign Representative of the Companies for recognition of the chapter 11 proceedings commenced by the Companies and further consents to take all steps and actions it deems necessary or proper in connection with such application and proceedings; and

FURTHER RESOLVED, each Company hereby authorizes and consents to Eddie Bauer LLC applying to the Canadian Court under the CCAA for an interim stay order in respect of the Companies and under Part IV of the CCAA as the Foreign Representative of the Canadian Companies for recognition of the chapter 11 proceedings commenced by Eddie Bauer LLC and further consent to take all steps and actions it deems necessary or proper in connection with such applications and proceedings.

CASH COLLATERAL AND ADEQUATE PROTECTION OBLIGATIONS

WHEREAS, each of the Companies is party to that certain Credit Agreement dated as of December 7, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "ABL Credit Agreement"), by and among Penney Holdings LLC, as lead administrative borrower, the other loan parties from time to time party thereto, the lenders from time to time party thereto, and Wells Fargo Bank, National Association, as administrative agent;

WHEREAS, each of the Companies is party to that certain Credit Agreement dated as of September 19, 2025 (as amended, restated, supplemented, or otherwise modified from time to time, the "Term Loan Credit Agreement") by and among Penney Holdings LLC, as lead administrative borrower, the other loan parties from time to time party thereto, the lenders from time to time party thereto, and WhiteHawk Capital Partners LP, as administrative and collateral agent;

WHEREAS, each of the Companies is party to that certain Amended and Restated Term Loan Credit Agreement dated as of December 19, 2024 (as amended, restated, supplement, or otherwise modified from time to time, the "Subordinated Loan Credit Agreement" and together with the ABL Credit Agreement and Term Loan Credit Agreement, the "Prepetition Credit Agreements") by and among Penney Holdings LLC, as lead administrative borrower, the other loan parties from time to time party thereto, the lenders from time to time party thereto, and Copper Retail JV LLC, as administrative agent; and

WHEREAS, each Governing Body has considered presentations by the Companies' management and advisors of the Companies regarding the liabilities and liquidity situation of the Companies and their affiliates and subsidiaries, the strategic alternatives available to them, and the

effect of the foregoing on the Companies' business and has determined, in the business judgment of each Governing Body and based on the recommendation from the Companies' management and advisors, that the following resolutions maximize value of the Companies for the benefit of all stakeholders.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that in the business judgment of each Governing Body, it is desirable and maximizes the value of each Company for the benefit of all of their stakeholders, to obtain the benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain of the Companies' prepetition secured parties under the Prepetition Credit Agreements (the "Prepetition Secured Parties");

RESOLVED, that each Authorized Officer of each Company be, and hereby is, authorized, directed, and empowered in the name of, and on behalf of, each Company to seek approval of the use of Cash Collateral pursuant to a Cash Collateral order in interim and final form (together, the "Cash Collateral Orders"), and, to the extent applicable to the Company, any Authorized Officer be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of the Company, necessary or advisable to implement the Cash Collateral Order, including providing for adequate protection to the Prepetition Secured Lenders in accordance with section 363 of the Bankruptcy Code (the "Adequate Protection Obligations"), as well as any additional or further agreements for the use of Cash Collateral in connection with the chapter 11 cases, which agreement(s) may require the Companies to grant adequate protection, including periodic cash payments, and security interests to the Prepetition Secured Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of the Companies pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Officer shall deem necessary, proper, or advisable, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery of such agreement, instrument, or document; and

FURTHER RESOLVED, that each Company be, and hereby is, authorized to incur the Adequate Protection Obligations.

RETENTION OF PROFESSIONALS

RESOLVED, that each of the Authorized Officers of each Company be, and hereby is, authorized, empowered, and directed to employ on behalf of each Company: (i) Kirkland & Ellis LLP and Kirkland & Ellis International LLP as restructuring counsel; (ii) Cole Schotz P.C. as co-bankruptcy counsel; (iii) GBH SOLIC Holdco, LLC as investment banker; (iv) Berkeley Research Group, LLC as restructuring advisor; (v) Stretto, Inc. as claims and noticing agent; (vi) Retail Consulting Services, Inc. d/b/a Real Estate Advisors as real estate consultant; and any other legal counsel, accountants, financial advisors, restructuring advisors, or other professionals the Authorized Officers deem necessary, appropriate, or advisable, each to represent and assist each Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code, CCAA, and any applicable law (including, but not limited to, the law firms filing any motions, objections, replies, applications, pleadings, or responses); and

FURTHER RESOLVED, that each of the Authorized Officers of each Company be, and hereby is, authorized and directed to employ any other professionals to assist each Company in carrying out its duties under the Bankruptcy Code and CCAA; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, to pay appropriate retainers and fees, and to cause to be filed appropriate applications for authority to retain the services of any other professionals as necessary.

THE RESTRUCTURING SUPPORT AGREEMENT

RESOLVED, that the Governing Body of each Company has determined in its business judgment that it is desirable and in the best interests of such Company, its creditors, and other stakeholders to enter into the Restructuring Support Agreement (substantially in the form presented to each Governing Body, with such changes as approved by one or more Authorized Officers, such approval to be conclusively established by such Authorized Officer's execution and delivery or taking thereof) and that such Company's performance of its obligations under the Restructuring Support Agreement be and hereby is, in all respects, authorized and approved;

FURTHER RESOLVED, that the Governing Body of each Company has determined in its business judgment that it is desirable and in the best interests of such Company, its creditors, and other stakeholders, that the Authorized Officers, acting individually and with full power of substitution, be, and hereby are, authorized, approved, empowered, and directed, to take all actions (including, without limitation, to negotiate and execute any agreements, documents, or certificates) necessary to undertake and enter into the Restructuring Support Agreement and to consummate the transactions contemplated thereby, including without limitation, the negotiation and documentation of the Restructuring Matters, the incurrence of indebtedness, assumption of obligations, rejection of obligations, sale of the Companies, sale of equity or assets, merger, liquidation, or other transactions contemplated thereby and all exhibits, schedules, attachments, and ancillary documents or agreements related thereto (each in the form and upon the terms as such Authorized Officer may approve, such approval to be conclusively established by such Authorized Officer's execution and delivery or taking thereof), and that such Companies' entry into and performance of its obligations in respect thereof, is, in all respects, authorized, approved, confirmed, and ratified; and

FURTHER RESOLVED, that the Authorized Officers of each Company be, and each hereby is, authorized to take all actions (including, without limitation, to negotiate and execute any agreements, documents, or certificates) necessary to enter into the Restructuring Support Agreement and to consummate the transactions contemplated thereby in connection with the Bankruptcy Petitions, and to pay any fees or expenses related thereto, and that such Company's performance of its obligations under the Restructuring Support Agreement hereby is, in all respects, authorized and approved.

GENERAL AUTHORIZATION

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates), either individually or as otherwise required by the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized, be, and

each of them hereby is, authorized to execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents on behalf of each Company relating to the foregoing resolutions;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered, and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and to perform such further actions and execute such further documentation that the Authorized Officers in their absolute discretion deem necessary, proper, appropriate, or desirable in connection with chapter 11 cases and CCAA cases of each Company and in accordance with the foregoing resolutions.

FURTHER RESOLVED, that each of the Authorized Officers (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of each Company to take or cause to be taken any such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, retainers, and fees, including but not limited to filing fees, in each case as in such Authorized Officer's absolute discretion, shall be necessary, appropriate, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

FURTHER RESOLVED, that each Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the Governing Documents, as applicable, of each Company, or hereby waives any right to have received such notice;

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed, and ratified as the true acts and deeds of each Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of each Company; and

FURTHER RESOLVED, that any Authorized Officer (and their designees and delegates) be, and each of them hereby is, authorized to do all such other acts, deeds, and other things as each Company itself may lawfully do, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized, howsoever arising in connection with the matters above, or in furtherance of the intentions expressed in the foregoing resolutions, including, but not limited to, the negotiation, finalization, execution, and delivery of any other agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents whatsoever as the individual acting may in his/her absolute and unfettered discretion approve, deem or determine necessary, appropriate, or advisable, such approval, deeming, or determination to be conclusively evidenced by said individual taking such action or the execution thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

Signed by:

By: _____
Name: Ken Ohashi

By: _____
Name: Keith Melker

By: _____
Name: Glen Morris

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

Being the Managers of the Boards of:

SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Ken Ohashi

By:  _____
Name: Keith Melker

By: _____
Name: Glen Morris

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

Being the Managers of the Boards of:

**SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC**

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Ken Ohashi

By: _____
Name: Keith Melker

By: _____
Name: Glen Morris

Signed by:
Glen Morris
15E346390759462...

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

Being the Managers of the Boards of:

SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Ken Ohashi

By: _____
Name: Keith Melker

By: _____
Name: Glen Morris

By: _____
Name: Jeffrey S. Stein

Signed by:
Jeffrey S. Stein
1E437355F8FA448

By: _____
Name: Anthony Horton

Being the Managers of the Boards of:

SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC

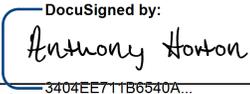
IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Ken Ohashi

By: _____
Name: Keith Melker

By: _____
Name: Glen Morris

By: _____
Name: Jeffrey S. Stein

By:  _____
Name: Anthony Horton

Being the Managers of the Boards of:

SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

Signed by:

By: _____
Name: Jocelyn Miller

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

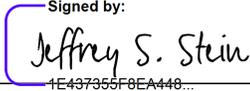
Being the Directors of the Boards of:

**13051269 CANADA INC.
EDDIE BAUER OF CANADA
CORPORATION**

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____

Name: Jocelyn Miller

By:  _____
Signed by:
1E437355F8EA440...

Name: Jeffrey S. Stein

By: _____

Name: Anthony Horton

Being the Directors of the Boards of:

**13051269 CANADA INC.
EDDIE BAUER OF CANADA
CORPORATION**

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Jocelyn Miller

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

DocuSigned by:
Anthony Horton
3404EE711B6540A...

Being the Directors of the Boards of:

**13051269 CANADA INC.
EDDIE BAUER OF CANADA
CORPORATION**

Schedule I

Entity	Jurisdiction of Incorporation
SPARC EB Holdings LLC	Delaware
Eddie Bauer LLC	Delaware
Eddie Bauer Gift Card Services LLC	Ohio
13051269 Canada Inc.	Canada
Eddie Bauer of Canada Corporation	Canada

This is Exhibit “E” referred to in the Affidavit of Stephen Coulombe sworn remotely before me at the City of Toronto, in the Province of Ontario, while the deponent was located in the City of Boston, in the State of Massachusetts on February 9, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO # 79390S

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of New Jersey

(State)

Case number (if known): _____

Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, Instructions for Bankruptcy Forms for Non-Individuals, is available.

1. Debtor's Name Eddie Bauer of Canada Corporation

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and doing business as names

3. Debtor's federal Employer Identification Number (EIN) 98-1230535

4. Debtor's address Principal place of business Mailing address, if different from principal place of business

10401 Northeast 8th Street
Number Street

Suite 500

Bellevue WA 98004
City State Zip Code

King County
County

Number Street

P.O. Box

City State Zip Code

Location of principal assets, if different from principal place of business

Number Street

City State Zip Code

5. Debtor's website (URL) N/A

6. Type of debtor
[X] Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
[] Partnership (excluding LLP)
[] Other. Specify:

7. Describe debtor's business

A. Check One:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. Check all that apply:

- Tax-exempt entity (as described in 26 U.S.C. § 501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
4581 – Clothing and Clothing Accessories Retailers

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check One:

- Chapter 7
- Chapter 9
- Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

- No
- Yes.

District _____	When _____	Case number _____
District _____	When _____	Case number _____
	MM/DD/YYYY	MM/DD/YYYY

If more than 2 cases, attach a separate list.

Debtor Eddie Bauer of Canada Corporation
Name

Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No Yes.

Debtor See Rider 1 Relationship Affiliate

District District of New Jersey When 02/09/2026
MM / DD / YYYY

List all cases. If more than 1, attach a separate list. Case number, if known _____

11. Why is the case filed in this district? *Check all that apply:*

Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____

It needs to be physically secured or protected from the weather.

It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

Other _____

Where is the property?

Number _____ Street _____

City _____ State _____ Zip Code _____

Is the property insured?

No

Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*

Funds will be available for distribution to unsecured creditors.

After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input type="checkbox"/> 10,001-25,000	<input checked="" type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

Debtor Eddie Bauer of Canada Corporation
Name

Case number (if known) _____

- 15. Estimated assets (on a consolidated basis)**
- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |
-
- 16. Estimated liabilities (on a consolidated basis)**
- | | | |
|--|--|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
 I have been authorized to file this petition on behalf of the debtor.
 I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 02/09/2026
MM / DD / YYYY

X /s/ Stephen Coulombe Stephen Coulombe
 Signature of authorized representative of debtor Printed name

Title Co-Chief Restructuring Officer

18. Signature of attorney **X** /s/ Michael D. Sirota Date 02/09/2026
 Signature of attorney for debtor MM / DD / YYYY

Michael D. Sirota
 Printed name

Cole Schotz P.C.
 Firm name

Court Plaza North, 25 Main Street
 Number Street

Hackensack New Jersey 07601
 City State ZIP Code

(201) 489-3000 msirota@coleschotz.com
 Contact phone Email address

014321986 New Jersey
 Bar number State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
District of New Jersey	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Eddie Bauer LLC.

- Eddie Bauer LLC
- 13051269 Canada Inc.
- Eddie Bauer Gift Card Services LLC
- Eddie Bauer of Canada Corporation
- SPARC EB Holdings LLC

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re:	)	Chapter 11
EDDIE BAUER OF CANADA CORPORATION,	)	Case No. 26-_____ (___)
Debtor.)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
13051269 Canada Inc.	100%

Fill in this information to identify the case:

Debtor name: Eddie Bauer LLC, et al.
 United States Bankruptcy Court for the District of New Jersey
 (State)
 Case number (if known): _____

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	GXO Logistics Supply Chain Inc. 4043 Piedmont Pkwy High Point, NC 27265, USA	Attn: Devin Russell Attn: Jorge Guanter 614 349 2050 Devin.russell001@gxo.com Jorge.guanter@gxo.com	Trade debt				\$6,935,833
2	Bosideng International Fashion LTD 99 Queen's Road, Unit 5709, 57/F Hong Kong, HK	Attn: Charles Wang Wang.lijun@bosideng.com Customercare@bosidengfashion.com	Trade debt				\$3,425,995
3	Shanghai Dongxia Industry & Commerce Co LTD No. 53 Chuanxie Road, Hongmiao Industry Zone, Fengcheng Town, Fengxian District, Shanghai, 201411 China	Attn: Helen Zhang +86 021 64069006*8006 helen@shdongxia.cn	Trade debt				\$2,555,476
4	MTL Sourcing DMCC HDS Business Centre Plot No. M1 Jumaira Lake Towers, Unit No 105, Dubai UAE	Attn: Tarik Kareem tarik@maliban.com	Trade debt				\$2,404,238
5	Vietsun Lot III-3A, CN1 Street, Industrial Area No.III, Tan Binh Industrial Park, Tay Thanh Ward, Ho Chi Minh City, Vietnam	+84 28 38472878 vietsuncorp@vietsuncorp.com.vn	Trade debt				\$1,954,666
6	Martex Sourcing LLC 261 Siri Dhamma Mawatha Colombo 01000, Sri Lanka	Attn: Azeem Ismile +94 112 668 000 azeem@maliban.com	Trade debt				\$1,916,478
7	Google, Inc. 1600 Amphitheatre Parkway Mountain View, CA 94043, USA	collections@google.com	Trade debt				\$1,541,262
8	Dongxia Industrial Lanka PVT LTD Lot 31 & 32 Bingiriya Export Processing Zone Dummalasuriya, 60450, Sri Lanka	Attn: Helen Zhang +86 021 64069006*8006 helen@shdongxia.cn	Trade debt				\$1,278,236
9	Meta Platforms Inc 1 Meta Way Menlo Park, CA 94025, USA	payment@meta.com	Trade debt				\$1,130,945

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
10 Ningbo Mengdi Imp. & Exp. Co No. 8 Middle Jiangnan Road Xiaogang Street, Beilun District Ningbo, Zhejiang, China	Attn: Oscar Le +86 574 26862126 oscar@china-mengdi.com	Trade debt				\$786,994
11 South Asia Knitting Factory Limited 108 HOW MING STREET KWUN TONG, KOWLOON 17/F South Asia Building Hong Kong HK	Attn: Leo Yeung leoyeung@southasiagroup.com	Trade debt				\$631,713
12 Star Garments Group (PVT) LTD PO Box 1, Ring Road 2, Phase 1, Investment Promotion Zone Katunyake 11450 Sri Lanka	Attn: A. Sukumaran 0094114837000 Ext 4102 / 0094773501864 suku@star.lk	Trade debt				\$628,682
13 Ross Glove Co 1032 Alabama Ave. Sheboygan WI 53081 USA	Attn: Andy Ross +1 920 457 4331 Andy.ross@earthlink.net	Trade debt				\$518,037
14 Yee Tung Garment – Direct 3/F, Chiap Luen Ind. Bldg., 30-32, Kung Yip Street Kwai Chung, N.T., Hong Kong	Attn: May Wong 852 2211 0100 may@yeetung.com	Trade debt				\$481,322
15 Eastman Exp Glo Clo PVT LTD 5/591, Sri Lakshmi Nagar, Pitchampalayam Pudur, Tirupur, Tamil Nadu, India	Attn: Ritesh Kumar ritesh@eastmanexports.com +91 421 430 1234	Trade debt				\$437,395
16 Washington Shoe Company 5530 S 266 th St Kent, WA 98032 USA	Attn: Kristin Raber kristin@westernchief.com	Trade debt				\$427,195
17 United Parcel Service Inc. 55 Glenlake Parkway, N.E. Atlanta, GA 30328 USA	ACHDETAIL@UPS.COM	Trade debt				\$390,369
18 Forter Inc 575 5th Ave, 29th Floor New York, NY 10017, USA	Attn: Michael Reiblat michael@forter.com	Trade debt				\$381,169
19 Viet Thai Garment Export JSC No. 142 Quang Trung Road- Tran Hung Dao Ward, Thai Binh City, Thai Binh, Vietnam	Attn: Bach Nguyen +84 2273 831 686 bachkd@vitexco-gar.com.vn	Trade debt				\$355,362
20 Accutech Packaging Inc 157 Green Street Foxboro, MA 02035, USA	Attn: Michael Meneally +1 508 543 3800 mkemeally@accutechpkg.com	Trade debt				\$322,880
21 Primary Color Systems 11130 Holder St, Cypress CA 90630 USA	+1 949 660 7080 payments@primarycolor.com	Trade debt				\$292,825
22 Degree Fashions (USA) Inc 6445 de la Cote de Lisse Road Saint Laurent, Quebec, H4T 1E5 Canada	+1 800 839 8808 rtock@degree.com	Trade debt				\$270,177

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
23 Infinity Global Inc. 501 Bridge Street Danville VA 24541, USA	+1 434 793 7570 infinityglobal@gmail.com	Trade debt				\$257,563
24 Noi Solutions LLC 132 W 36 th Street, 4 th Floor New York NY 10018 USA	Attn: Saima Chowdhury +1 845 825 3156 saima@noisolutionsllc.com	Trade debt				\$249,607
25 Pinterest Inc 651 Branna Street San Francisco, CA 94107, USA	support@pinterest-business.zendesk.com	Trade debt				\$241,070
26 Charmant USA Inc 400 The American Road Morris Plains NJ 07950 USA	Attn: Masato Nakagaichi +1 973 538 1511 MNakagaichi@charmant.com	Trade debt				\$211,953
27 Hansae Co., LTD 5F, 29, Eunhaeng-ro (Jeongwoo Bldg, Yeouido-dong), Yeongdeungpo-gu, Seoul, 07238, South Korea	Attn: Jina Park +82 2 3779 0779 jinpark@hansae.com	Trade debt				\$164,723
28 TMone LLC dba MCI BPO LC 2937 Sierra Court SW Iowa City, IA 52240 USA	info@mci.world +1 866 624 2622	Trade debt				\$157,408
29 Hadley Development, LLC 3629 N Hydraulic Street Wichita, KS 67219 USA	Attn: A. Brunner ABrunner@RealmBrands.com +1 316 821 9700	Trade debt				\$142,890
30 Fullcharm Knitters LTD Plot # 1175 & 1179 Bashan Sarak, Vogra, National University 1704, Gazipur, Bangladesh	Attn: Anar Kali Chowdhury 01716007397 Commercial@fullraybd.com	Trade debt				\$138,005

Fill in this information to identify the case and this filing:	
Debtor Name:	Eddie Bauer of Canada Corporation
United States Bankruptcy Court for the:	District of New Jersey (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.



Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

02/09/2026

MM / DD / YYYY

/s/ Stephen Coulombe

Signature of individual signing on behalf of debtor

Stephen Coulombe

Printed name

Co-Chief Restructuring Officer

Position or relationship to debtor

**OMNIBUS ACTION BY
UNANIMOUS WRITTEN CONSENT OF THE
BOARDS OF DIRECTORS AND THE BOARDS OF MANAGERS**

Dated as of February 8, 2026

The undersigned, being all of the members of the Boards of Directors or the Boards of Managers (each, a “Governing Body”), as applicable, of each of the entities listed on Schedule I attached hereto (each a “Company” and collectively, the “Companies”), as Governing Body of such Company hereby take the following actions by unanimous written consent (this “Written Consent”) in lieu of holding a special meeting in accordance with the bylaws or limited liability company agreements of each Company (collectively, the “Governing Documents”), as applicable, and the applicable laws of the jurisdiction in which each Company is organized, do hereby approve, consent to, and adopt the following recitals and resolutions, with the same force and effect as if they had been adopted at a duly convened special meeting of each Governing Body.

WHEREAS, the Governing Body of each Company has reviewed and considered: (i) the filing of voluntary petitions for relief (the “Bankruptcy Petitions”) for each Company under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (as amended, the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) pursuant to the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized (together with the transactions contemplated by that certain Restructuring Support Agreement executed on February 8, 2026, the “Restructuring Matters”); (ii) the use of cash collateral contemplated in connection therewith; (iii) the retention of professionals by each Company; and (iv) the filing of applications by Eddie Bauer LLC for an interim stay order under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”) in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) and, as foreign representative of the Companies for protection under Part IV of the CCAA in the Canadian Court;

WHEREAS, (a) the disinterested managers (each a, “Disinterested Manager,” and together, the “Disinterested Managers”) of SPARC EB Holdings LLC, Eddie Bauer LLC, and Eddie Bauer Gift Card Services LLC were appointed pursuant to that certain Omnibus Written Consent of the Boards of Managers of SPARC EB Holdings LLC, Eddie Bauer LLC, and Eddie Bauer Gift Card Services LLC dated October 3, 2025 (the “Disinterested Manager Resolution”), (b) the disinterested directors (each a, “Disinterested Director,” and together, the “Disinterested Directors”) of 13051269 Canada Inc. were appointed pursuant to those certain Resolutions of the Sole Shareholder of 13051269 Canada Inc. dated February 5, 2026 (the “1305 Canada Inc. Delegation Resolutions”), and (c) the Disinterested Directors of Eddie Bauer of Canada Corporation were appointed pursuant to those certain Resolutions of the Sole Shareholder of Eddie Bauer of Canada Corporation dated February 5, 2026 (the “EB Canada Delegation Resolutions,” and together with the Disinterested Manager Resolution and the 1305 Canada Inc. Delegation Resolutions, the “Appointing Resolutions”);

WHEREAS, pursuant to the Appointing Resolutions, each Company has delegated to its Disinterested Managers or Disinterested Directors, as applicable, (a) certain authority to investigate and determine, in the Disinterested Managers’ or Disinterested Directors’ business

judgment, as applicable, whether any matter arising from or related to any restructuring, reorganization, and/or other recapitalization transaction involving the Company and/or one or more of its subsidiaries and/or affiliates (any such transaction, a “Transaction”) constitutes a Conflicts Matter (as defined in the Appointing Resolutions), and (b) certain authority and power to review, discuss, consider, negotiate, approve, and authorize the Companies’ entry into and consummation of a Transaction that constitutes (in whole or in part) a Conflicts Matter;

WHEREAS, the Disinterested Managers and the Disinterested Directors, as applicable, have had the opportunity to consult with the management and financial and legal advisors of the Companies and review the chapter 11 and CCAA preparation materials provided by the financial and legal advisors, and, to the extent of any Conflicts Matter, the Disinterested Managers and the Disinterested Directors, as applicable, recommend the adoption of this Written Consent and that the Companies take the actions set forth herein;

WHEREAS, the Companies have requested an appointment of Eddie Bauer LLC as foreign representative (the “Foreign Representative”) in connection with and in furtherance of Eddie Bauer LLC (as Foreign Representative) applying to the Canadian Court under Part IV of the CCAA; and

WHEREAS, each Governing Body has reviewed and considered the materials presented by the management of each Company and each Company’s financial and legal advisors, and has had adequate opportunity to consult with such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to the Companies.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that, pursuant to the Governing Documents, each Governing Body has determined, in its business judgment, that the following resolutions are advisable and in the best interest of the Companies and hereby adopt the following resolutions:

CHAPTER 11 FILING

RESOLVED, that in the business judgment of each Governing Body, it is desirable and maximizes the value of each Company for the benefit of all stakeholders, for each Company to file or cause to be filed the Bankruptcy Petitions under the Bankruptcy Code in the Bankruptcy Court, and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States or Canada;

FURTHER RESOLVED, that in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized, hereby consents to, authorizes, and approves the filing of the Bankruptcy Petitions;

FURTHER RESOLVED, that any director, manager, other duly appointed officers or authorized signatories of each Company and any other person designated by the applicable Board (collectively, the “Authorized Officers” and individually, an “Authorized Officer”), shall be, and each of them individually hereby is, authorized and directed for and on behalf of each Company to take all actions (including, without limitation, to negotiate and execute any documents, certificates, supplemental agreements, and instruments) to act as signatory and attorney on behalf

of each Company in respect of the Restructuring Matters and/or any persons to whom such Authorized Officers delegate certain responsibilities, be, and hereby are, authorized, empowered, and directed to execute and file on behalf of each Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary or proper to maintain the ordinary course operations of each Company's business;

FURTHER RESOLVED, Eddie Bauer LLC hereby authorizes and consents to its appointment as Foreign Representative by the Bankruptcy Court in connection with and in furtherance of Eddie Bauer LLC applying to the Canadian Court under Part IV of the CCAA as the Foreign Representative of the Companies for recognition of the chapter 11 proceedings commenced by the Companies and further consents to take all steps and actions it deems necessary or proper in connection with such application and proceedings; and

FURTHER RESOLVED, each Company hereby authorizes and consents to Eddie Bauer LLC applying to the Canadian Court under the CCAA for an interim stay order in respect of the Companies and under Part IV of the CCAA as the Foreign Representative of the Canadian Companies for recognition of the chapter 11 proceedings commenced by Eddie Bauer LLC and further consent to take all steps and actions it deems necessary or proper in connection with such applications and proceedings.

CASH COLLATERAL AND ADEQUATE PROTECTION OBLIGATIONS

WHEREAS, each of the Companies is party to that certain Credit Agreement dated as of December 7, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "ABL Credit Agreement"), by and among Penney Holdings LLC, as lead administrative borrower, the other loan parties from time to time party thereto, the lenders from time to time party thereto, and Wells Fargo Bank, National Association, as administrative agent;

WHEREAS, each of the Companies is party to that certain Credit Agreement dated as of September 19, 2025 (as amended, restated, supplemented, or otherwise modified from time to time, the "Term Loan Credit Agreement") by and among Penney Holdings LLC, as lead administrative borrower, the other loan parties from time to time party thereto, the lenders from time to time party thereto, and WhiteHawk Capital Partners LP, as administrative and collateral agent;

WHEREAS, each of the Companies is party to that certain Amended and Restated Term Loan Credit Agreement dated as of December 19, 2024 (as amended, restated, supplement, or otherwise modified from time to time, the "Subordinated Loan Credit Agreement" and together with the ABL Credit Agreement and Term Loan Credit Agreement, the "Prepetition Credit Agreements") by and among Penney Holdings LLC, as lead administrative borrower, the other loan parties from time to time party thereto, the lenders from time to time party thereto, and Copper Retail JV LLC, as administrative agent; and

WHEREAS, each Governing Body has considered presentations by the Companies' management and advisors of the Companies regarding the liabilities and liquidity situation of the Companies and their affiliates and subsidiaries, the strategic alternatives available to them, and the

effect of the foregoing on the Companies' business and has determined, in the business judgment of each Governing Body and based on the recommendation from the Companies' management and advisors, that the following resolutions maximize value of the Companies for the benefit of all stakeholders.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that in the business judgment of each Governing Body, it is desirable and maximizes the value of each Company for the benefit of all of their stakeholders, to obtain the benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain of the Companies' prepetition secured parties under the Prepetition Credit Agreements (the "Prepetition Secured Parties");

RESOLVED, that each Authorized Officer of each Company be, and hereby is, authorized, directed, and empowered in the name of, and on behalf of, each Company to seek approval of the use of Cash Collateral pursuant to a Cash Collateral order in interim and final form (together, the "Cash Collateral Orders"), and, to the extent applicable to the Company, any Authorized Officer be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of the Company, necessary or advisable to implement the Cash Collateral Order, including providing for adequate protection to the Prepetition Secured Lenders in accordance with section 363 of the Bankruptcy Code (the "Adequate Protection Obligations"), as well as any additional or further agreements for the use of Cash Collateral in connection with the chapter 11 cases, which agreement(s) may require the Companies to grant adequate protection, including periodic cash payments, and security interests to the Prepetition Secured Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of the Companies pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Officer shall deem necessary, proper, or advisable, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery of such agreement, instrument, or document; and

FURTHER RESOLVED, that each Company be, and hereby is, authorized to incur the Adequate Protection Obligations.

RETENTION OF PROFESSIONALS

RESOLVED, that each of the Authorized Officers of each Company be, and hereby is, authorized, empowered, and directed to employ on behalf of each Company: (i) Kirkland & Ellis LLP and Kirkland & Ellis International LLP as restructuring counsel; (ii) Cole Schotz P.C. as co-bankruptcy counsel; (iii) GBH SOLIC Holdco, LLC as investment banker; (iv) Berkeley Research Group, LLC as restructuring advisor; (v) Stretto, Inc. as claims and noticing agent; (vi) Retail Consulting Services, Inc. d/b/a Real Estate Advisors as real estate consultant; and any other legal counsel, accountants, financial advisors, restructuring advisors, or other professionals the Authorized Officers deem necessary, appropriate, or advisable, each to represent and assist each Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code, CCAA, and any applicable law (including, but not limited to, the law firms filing any motions, objections, replies, applications, pleadings, or responses); and

FURTHER RESOLVED, that each of the Authorized Officers of each Company be, and hereby is, authorized and directed to employ any other professionals to assist each Company in carrying out its duties under the Bankruptcy Code and CCAA; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, to pay appropriate retainers and fees, and to cause to be filed appropriate applications for authority to retain the services of any other professionals as necessary.

THE RESTRUCTURING SUPPORT AGREEMENT

RESOLVED, that the Governing Body of each Company has determined in its business judgment that it is desirable and in the best interests of such Company, its creditors, and other stakeholders to enter into the Restructuring Support Agreement (substantially in the form presented to each Governing Body, with such changes as approved by one or more Authorized Officers, such approval to be conclusively established by such Authorized Officer's execution and delivery or taking thereof) and that such Company's performance of its obligations under the Restructuring Support Agreement be and hereby is, in all respects, authorized and approved;

FURTHER RESOLVED, that the Governing Body of each Company has determined in its business judgment that it is desirable and in the best interests of such Company, its creditors, and other stakeholders, that the Authorized Officers, acting individually and with full power of substitution, be, and hereby are, authorized, approved, empowered, and directed, to take all actions (including, without limitation, to negotiate and execute any agreements, documents, or certificates) necessary to undertake and enter into the Restructuring Support Agreement and to consummate the transactions contemplated thereby, including without limitation, the negotiation and documentation of the Restructuring Matters, the incurrence of indebtedness, assumption of obligations, rejection of obligations, sale of the Companies, sale of equity or assets, merger, liquidation, or other transactions contemplated thereby and all exhibits, schedules, attachments, and ancillary documents or agreements related thereto (each in the form and upon the terms as such Authorized Officer may approve, such approval to be conclusively established by such Authorized Officer's execution and delivery or taking thereof), and that such Companies' entry into and performance of its obligations in respect thereof, is, in all respects, authorized, approved, confirmed, and ratified; and

FURTHER RESOLVED, that the Authorized Officers of each Company be, and each hereby is, authorized to take all actions (including, without limitation, to negotiate and execute any agreements, documents, or certificates) necessary to enter into the Restructuring Support Agreement and to consummate the transactions contemplated thereby in connection with the Bankruptcy Petitions, and to pay any fees or expenses related thereto, and that such Company's performance of its obligations under the Restructuring Support Agreement hereby is, in all respects, authorized and approved.

GENERAL AUTHORIZATION

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates), either individually or as otherwise required by the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized, be, and

each of them hereby is, authorized to execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents on behalf of each Company relating to the foregoing resolutions;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered, and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and to perform such further actions and execute such further documentation that the Authorized Officers in their absolute discretion deem necessary, proper, appropriate, or desirable in connection with chapter 11 cases and CCAA cases of each Company and in accordance with the foregoing resolutions.

FURTHER RESOLVED, that each of the Authorized Officers (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of each Company to take or cause to be taken any such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, retainers, and fees, including but not limited to filing fees, in each case as in such Authorized Officer's absolute discretion, shall be necessary, appropriate, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

FURTHER RESOLVED, that each Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the Governing Documents, as applicable, of each Company, or hereby waives any right to have received such notice;

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed, and ratified as the true acts and deeds of each Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of each Company; and

FURTHER RESOLVED, that any Authorized Officer (and their designees and delegates) be, and each of them hereby is, authorized to do all such other acts, deeds, and other things as each Company itself may lawfully do, in accordance with the Governing Documents, as applicable, of each Company and the applicable laws of the jurisdiction in which each Company is organized, howsoever arising in connection with the matters above, or in furtherance of the intentions expressed in the foregoing resolutions, including, but not limited to, the negotiation, finalization, execution, and delivery of any other agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents whatsoever as the individual acting may in his/her absolute and unfettered discretion approve, deem or determine necessary, appropriate, or advisable, such approval, deeming, or determination to be conclusively evidenced by said individual taking such action or the execution thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

Signed by:

By: _____
Name: Ken Ohashi

By: _____
Name: Keith Melker

By: _____
Name: Glen Morris

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

Being the Managers of the Boards of:

SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Ken Ohashi

By:  _____
Name: Keith Melker

Signed by:
E63BB4AB8A15417...

By: _____
Name: Glen Morris

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

Being the Managers of the Boards of:

**SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC**

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Ken Ohashi

By: _____
Name: Keith Melker

By: _____
Name: Glen Morris
Signed by:
Glen Morris
15E346390759462...

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

Being the Managers of the Boards of:

**SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC**

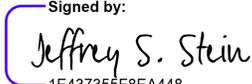
IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Ken Ohashi

By: _____
Name: Keith Melker

By: _____
Name: Glen Morris

By: _____
Name: Jeffrey S. Stein

Signed by:

1E437355F8FA448

By: _____
Name: Anthony Horton

Being the Managers of the Boards of:

**SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC**

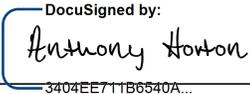
IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Ken Ohashi

By: _____
Name: Keith Melker

By: _____
Name: Glen Morris

By: _____
Name: Jeffrey S. Stein

By:  _____
Name: Anthony Horton

Being the Managers of the Boards of:

SPARC EB HOLDINGS LLC
EDDIE BAUER LLC
EDDIE BAUER GIFT CARD SERVICES LLC

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

Signed by:

By: _____
Name: Jocelyn Miller

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

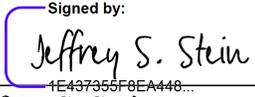
Being the Directors of the Boards of:

**13051269 CANADA INC.
EDDIE BAUER OF CANADA
CORPORATION**

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____

Name: Jocelyn Miller

By:  _____
Signed by:
1E437355F8EA440...

Name: Jeffrey S. Stein

By: _____

Name: Anthony Horton

Being the Directors of the Boards of:

**13051269 CANADA INC.
EDDIE BAUER OF CANADA
CORPORATION**

IN WITNESS WHEREOF, the undersigned hereby take the actions described herein, to be effective as of the date first set forth hereinabove.

By: _____
Name: Jocelyn Miller

By: _____
Name: Jeffrey S. Stein

By: _____
Name: Anthony Horton

DocuSigned by:
Anthony Horton
3404EE711B6540A...

Being the Directors of the Boards of:

**13051269 CANADA INC.
EDDIE BAUER OF CANADA
CORPORATION**

Schedule I

Entity	Jurisdiction of Incorporation
SPARC EB Holdings LLC	Delaware
Eddie Bauer LLC	Delaware
Eddie Bauer Gift Card Services LLC	Ohio
13051269 Canada Inc.	Canada
Eddie Bauer of Canada Corporation	Canada

This is Exhibit “F” referred to in the Affidavit of Stephen Coulombe sworn remotely before me at the City of Toronto, in the Province of Ontario, while the deponent was located in the City of Boston, in the State of Massachusetts on February 9, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO # 79390S

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP

Joshua A. Sussberg, P.C. (*pro hac vice* pending)
 Matthew C. Fagen, P.C. (*pro hac vice* pending)
 Oliver Paré (*pro hac vice* pending)
 601 Lexington Avenue
 New York, New York 10022
 Telephone: (212) 446-4800
 Facsimile: (212) 446-4900
 joshua.sussberg@kirkland.com
 matthew.fagen@kirkland.com
 oliver.pare@kirkland.com

*Proposed Co-Counsel to the Debtors and
 the Debtors in Possession*

COLE SCHOTZ P.C.

Michael D. Sirota, Esq.
 Warren A. Usatine, Esq.
 Felice R. Yudkin, Esq.
 Court Plaza North, 25 Main Street
 Hackensack, New Jersey 07601
 Telephone: (201) 489-3000
 msirota@coleschotz.com
 wusatine@coleschotz.com
 fyudkin@coleschotz.com

*Proposed Co-Counsel to the Debtors and
 the Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11422 (SLM)

(Joint Administration Requested)

DECLARATION OF
STEPHEN COULOMBE, CO-CHIEF RESTRUCTURING
OFFICER OF EDDIE BAUER LLC AND ITS AFFILIATES,
IN SUPPORT OF CHAPTER 11 PETITIONS AND FIRST DAY MOTIONS

I, Stephen Coulombe, hereby declare under penalty of perjury:²

1. The Company is the exclusive licensee of the Eddie Bauer brand for brick-and-mortar retail sales in the United States and Canada. The Company does not own the

¹ The last four digits of Debtor Eddie Bauer LLC's tax identification number are 6060. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://cases.stretto.com/EddieBauer>. The location of Debtor Eddie Bauer LLC's principal place of business is 10401 Northeast 8th Street, Suite 500, Bellevue, WA 98004; the Debtors' service address in these chapter 11 cases is 6501 Legacy Drive, Suite B100, Plano, TX 75024.

² Capitalized terms not immediately defined herein have the meanings ascribed to them later in this Declaration.

Eddie Bauer brand, and the brand, along with wholesale and e-commerce sales thereunder, is not part of these chapter 11 cases.

2. The first American to ever make it to the top of Mount Everest – Jim Whittaker – was wearing a bright red Eddie Bauer parka. The same goose down technology, first patented in 1940 for the Eddie Bauer Skyliner jacket, proved essential during World War II; U.S. Army forces slept in Eddie Bauer sleeping bags and Air Force pilots wore specially designed Eddie Bauer flight suits. The Eddie Bauer brand was indispensable to the U.S. military, Mr. Whittaker, and dozens of other notorious mountaineering expeditions, including the earliest ascents of K2, the Vinson Massif, and Mount Makalu. And since its founding over 100 years ago in 1920, the Company has evolved at lower altitudes, counting millions of hobbyists and everyday consumers to an array of casual garments and home goods, including men’s and women’s shirts, pants, footwear, accessories, bags and camping gear, in addition to its famous outerwear. The Company presently caters to a substantially wider market through its 175 retail locations across forty states in the United States and six provinces in Canada, employing approximately 2,200 people.

3. The Company has undergone a series of ownership changes in the last 25 years, including in connection with two prior chapter 11 proceedings. In 2003, the Debtors’ then-parent company, Spiegel, Inc., spun the Company into a standalone enterprise at the conclusion of Spiegel’s chapter 11 process. Six years later, in the wake of the 2008 financial crisis, the Company again entered chapter 11, during which Golden Gate Capital acquired the Debtors’ assets and operations. Golden Gate Capital owned and operated the Eddie Bauer business from 2009 until 2021, when it sold Eddie Bauer’s operating business (the “SPARC Acquisition”) to SPARC Group Holdings LLC (together with certain of its affiliates, “SPARC”) and its intellectual property portfolio, through a series of transactions, to an affiliate of Authentic Brands Group, LLC

(together with certain of its affiliates, “ABG”). In January 2025, 100% of the equity of SPARC was acquired by the parent company of another iconic American retail franchise, JCPenney. The parent company of the combined entities currently owns and operates the Company along with several other major American retail brands under the trade name of Catalyst Brands (“Catalyst”). ABG currently licenses the North American brick-and-mortar retail rights for the Eddie Bauer brand to the Company.

4. After the SPARC Acquisition, the Company continued to capitalize on early COVID-19 era changes in consumer preferences as demand for outdoor apparel and gear increased and consumer discretionary spending spiked after federal relief spending. The Company also captured operations savings by enacting cost-saving measures, which led to positive EBITDA of \$21 million during the last eight months of 2021. Multiple headwinds in recent years, however, including shifting consumer preferences, resulted in a decline in customer demand well below the historical trendline since 2023. In addition, a historic rise in inflation led to an increase in the Debtors’ cost of doing business. Further, the long-standing though recently suspended “de minimis” tariff exemption allowed non-U.S. retailers to import good without paying duties, and elevated tariffs have all coalesced to erode margins and have led to significant negative earnings. Similar challenges plagued the broader retail industry, with approximately twenty-one retail companies with liabilities of at least \$100 million filing for chapter 11 since the SPARC Acquisition. The Company recorded negative earnings of approximately \$2 million in 2022, \$10 million in 2023, \$82 million in 2024, and \$80 million in 2025.

5. As their financial challenges persisted, in the second half of 2025, the Debtors engaged Kirkland & Ellis LLP (“Kirkland”), as legal counsel, and Berkeley Research Group, LLC (“BRG”), as financial advisor, to help determine a value-maximizing path forward for the

Company. Shortly thereafter, on October 3, 2025, the Company appointed Jeffrey Stein and Anthony Horton as disinterested managers (the “Disinterested Directors”) of Debtors Eddie Bauer LLC, SPARC EB Holdings LLC, and Eddie Bauer Gift Card Services LLC (the “U.S. Debtors”), and delegated to the Disinterested Directors binding decision-making authority with respect to matters that constitute, or are reasonably likely to constitute, a conflict of interest between the Company and its related parties. Mr. Stein and Mr. Horton were subsequently appointed as Disinterested Directors of 13051269 Canada Inc. and Eddie Bauer of Canada Corporation (the “Canadian Debtors”).

6. The Debtors’ financial challenges continued to mount in the fourth quarter of 2025. As the Debtors explored initiatives and multiple options to attempt to improve the business, the Debtors determined that they could maximize value by stopping the accrual of fixed intellectual property licensing fees payable under the License Agreement. The Debtors faced approximately \$220 million in future fees due over the remaining six years of the License Agreement, and sales had declined to an extent that they could no longer support payment of the fixed licensing fees. Moreover, the Debtors’ e-commerce business had become only marginally profitable, and the Debtors’ wholesale business had become unprofitable. To halt the accrual of these licensing fees, the Debtors, following good-faith, arm’s-length negotiations overseen and approved by the Disinterested Directors, reached an agreement (the “License Termination Agreement”) with ABG whereby the Debtors agreed to terminate their right to use the Eddie Bauer IP in connection with the e-commerce and wholesale business channels. As part of the License Termination Agreement, the Debtors retained the exclusive right to operate their brick-and-mortar retail locations and were released from future obligations to pay the minimum royalty and certain other minimum fees and expenses under the License Agreement, resulting in approximately \$220 million in savings. The

wholesale and e-commerce rights with respect to the Eddie Bauer brand currently reside with Outdoor 5, LLC (“O5”), which is not part of these chapter 11 cases.

7. Although the License Termination Agreement alleviated a substantial liability for the Company, the Debtors’ revised financial projections continued to indicate that the Debtors would generate negative cash flow. SPARC, which has been funding the Company’s cash shortfalls through intercompany loans, resulting in an intercompany payable to SPARC in the amount of approximately \$215 million as of the Petition Date, had also expressed an intention to cease funding future losses. As a result, on November 24, 2025, the Debtors retained SOLIC Capital Advisors, LLC (“SOLIC,” and collectively with BRG and Kirkland, the “Advisors”) as investment banker to conduct a robust marketing process (the “Going Concern Sale Process”) for a potential going-concern sale of all or any portion of the Company’s brick-and-mortar retail operations.

8. SOLIC has reached out to 126 potential acquirers, including 68 financial and 58 strategic counterparties with investments and/or operational experience in the consumer retail space. 34 such parties executed non-disclosure agreements and accessed a virtual data room containing diligence materials regarding the Company. The Company received two indications of interest on January 30, 2026 (“IOIs”). While these two IOIs have not yet resulted in a binding proposal for a going-concern sale, the Company, along with SOLIC and the other advisors, will continue to work with these parties postpetition to solidify a going concern transaction for some or all of the ongoing operations.

9. In parallel with the Going Concern Sale Process, the Debtors (a) hired RCS Real Estate Advisors (“RCS”) to analyze the Debtors’ lease portfolio, (b) hired Hilco/SB360 to assist with the closure of certain historically unprofitable store locations, and, (c) with the assistance of

the Advisors, commenced negotiations with their Prepetition Lenders regarding a consensual and value-maximizing wind-down of any assets not sold in the Going Concern Sale Process.

10. The Debtors' good-faith, arms' length negotiations with the Prepetition Lenders culminated in the parties' execution of the restructuring support agreement attached hereto as **Exhibit B** (the "Restructuring Support Agreement," and the parties thereto, the "RSA Parties"). The Restructuring Support Agreement enjoys the support of 100 percent of the ABL Lenders, Term Loan Lenders, and Subordinated Loan Lenders, and it allows the Debtors to pursue two interlocking processes to effect a value-maximizing restructuring and address the Company's balance sheet and operational challenges (together, the "Transactions"):

- the completion of one or more sales of the Debtors' assets free and clear of all liens, claims, and other encumbrances to the highest or otherwise best bidder(s) (each, a "Going Concern Sale Transaction"); and
- an orderly, value-maximizing winddown of all of the Debtors' brick-and-mortar retail operations that are not sold in a Going Concern Sale Transaction, subject to store closing procedures approved by the Court.

11. Significantly, the Restructuring Support Agreement also provides commitments from all of the Debtors' funded-debt creditors to support a plan of reorganization (the "Plan") that will address all prepetition obligations and, provide a recovery for unsecured creditors as long as the class of unsecured creditors votes to accept the Plan. Specifically, the Restructuring Support Agreement provides that the greater of (i) 10 percent of the net proceeds of asset sales remaining on the Debtors' balance sheet upon consummation of the Plan in excess of a threshold recovery amount for the ABL Lenders and (ii) \$250,000 will be distributed to holders of general unsecured claims, as long as that class votes to accept the Plan. In that event, holders of ABL Claims, Term Loan Claims, and Subordinated Term Loan Claims – collectively holding approximately \$1.7 billion of senior secured funded debt – have agreed to forego what would be additional recovery to facilitate an efficient, consensual, and value-maximizing process.

12. The Restructuring Support Agreement includes milestones for both a chapter 11 plan confirmation process and a sale process that will allow the Debtors to move through these chapter 11 cases efficiently and expeditiously, to both maximize the value for distribution to creditors and minimize the administrative expenses of the chapter 11 cases, crucially allowing the Debtors to fund the cases through consensual use of cash collateral rather than debtor-in-possession financing. Specifically, the Debtors will file and prosecute a chapter 11 plan at the outset of the chapter 11 cases, within fourteen days of the Petition Date, and will seek to obtain confirmation of the chapter 11 plan within 70 days of the Petition Date. The Restructuring Support Agreement milestones also include a bid deadline on or around March 3, 2026, an auction (if needed) on or around March 6, 2026, and a sale hearing on or about March 12, 2026. To that end, the Company has filed a motion to establish bidding procedures governing an efficient, public, and flexible sale process to realize the potential value of existing assets as a going-concern, store closing procedures to continue to sell inventory and winddown any stores not part of a going-concern transaction, and a scheduling motion to put the cases on a track toward confirmation of the Plan and distribution to creditors. The Debtors believe these combined and complimentary processes will maximize the value of the Debtors’ estates for the benefit of all stakeholders.

* * * * *

13. I am one of two Co-Chief Restructuring Officers (a “Co-CRO”) of Eddie Bauer LLC (together with its affiliated debtors and debtors in possession, the “Company,” or the

“Debtors”³ and each of the Debtors. I have served as a Co-CRO to the Debtors since January 31, 2026.⁴

14. As a Co-CRO of the Debtors, I am responsible for, and am materially engaged with, the Debtors’ operation and financial management including with respect to, among other things: (a) all restructuring activities and initiatives of the Company; (b) cash management and liquidity forecasting; (c) the development of, or revisions to, the Company’s business plan, including assistance with the going concern and store closing sale processes described herein; (d) engagement with creditors and other stakeholders; (e) formulation and negotiation of the Restructuring Support Agreement described herein; and (f) overall contingency planning. I am a Managing Director at BRG, a professional services firm with offices located at 225 Franklin St, Suite 3200, Boston, Massachusetts 02110. I have more than twenty-five years of experience serving as a financial advisor and providing restructuring and performance improvement services to corporations, various creditor classes, equity owners, and directors of underperforming companies, including a significant number of large retailers with substantial national and international presences. I have previously served as, among other positions: Co-Chief Restructuring Officer of Independent Pet Partners, LLC; Chief Restructuring Officer of Gymboree Group; Chief Restructuring Officer of Sports Authority Holdings, Inc.; and Chief Financial Officer of rue21, Inc. Prior to joining BRG in May 2016, I was a Senior Managing Director at FTI Consulting, Inc., where I served in similar capacities on behalf of distressed companies. BRG professionals have provided financial advisory services in some of the largest chapter 11 cases,

³ A complete list of the Debtors in these chapter 11 cases is attached hereto as **Exhibit A**.

⁴ The Co-CROs have advised the Debtors in connection with a potential restructuring in their capacities as financial advisors to the Debtors since October 8, 2025.

including many in the retail sector such as Neiman Marcus, Stage Stores, and American Apparel, among others.

15. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), with the United States Bankruptcy Court for the District of New Jersey (the “Court”). I submit this declaration (this “Declaration”) to assist the Court and interested parties in understanding why the Debtors filed these chapter 11 cases and in support of the Debtors’ chapter 11 petitions and the relief requested in the motions filed along with the petitions (collectively, the “First Day Motions”).

16. The statements set forth in this Declaration are based upon my personal knowledge; my discussions with other members of the Debtors’ management team and the Debtors’ advisors; my review of relevant documents and information concerning the Debtors’ operations, financial affairs, and restructuring initiatives; or my opinions based upon my knowledge and experience. I am above eighteen years of age and am authorized to submit this Declaration on behalf of the Debtors, and, if called upon to testify, I could and would testify competently to the facts set forth herein.

17. To further familiarize the Court with the Debtors, their business, the circumstances leading to these chapter 11 cases, and the relief the Debtors seek in the First Day Motions, I have organized this Declaration into four sections as follows:

- **Part I** provides a general overview of the Debtors’ history and business operations;
- **Part II** provides an overview of the Debtors’ prepetition organizational and capital structure;
- **Part III** describes the circumstances leading to these chapter 11 cases; and

- **Part IV** sets forth the evidentiary basis for the relief requested in the First Day Motions.

I. The Company's History and Business Operations.

A. The Company's History.

18. The Debtors are the exclusive licensee of the Eddie Bauer brand with respect to brick-and-mortar retail sales. The Debtors sell Eddie Bauer goods in 175 retail locations in the United States and Canada. The Debtors do not own the Eddie Bauer brand, and the brand, along with wholesale and e-commerce sales thereunder, is not part of these chapter 11 cases.

19. The Eddie Bauer story began in 1920, when Mr. Bauer opened “Eddie Bauer’s Tennis Shop” in Seattle, Washington in the back of a local hunting and fishing store, where he first specialized in building and repairing tennis gear. Over the next five decades, Eddie Bauer pioneered goose down garments, outfitted the U.S. military in World War II, and outfitted some of the most daring mountain ascents in the world, including Jim Whitaker’s ascent of Mt. Everest.

20. Eventually, after nearly five decades at the helm of the company he created, Mr. Bauer sold his stake to business partner William F. Niemi and his son in 1968. Under the Niemi’s leadership, the Company re-entered the brick-and-mortar retail market by opening a storefront in San Francisco but soon sold to General Mills in 1971. General Mills held the Company until 1988, during which time competing outdoor brands emerged. The Company continued to develop high-performance outdoor gear in varying styles to compete in the evolving outdoor recreation market. During this period, General Mills encouraged the expansion of the Company’s catalog, as well as a wholesale business, which developed multiple sales channels for the Debtors. General Mills also oversaw the addition of more casual clothing to the Company’s traditional outdoor performance offerings and fostered cross-branding partnerships such as the

“Eddie Bauer Edition” of Ford vehicles, beginning in 1983. By 1988, the Debtors maintained approximately sixty retail locations throughout the United States and Canada.

21. General Mills sold the Company to catalog sales company Spiegel Inc. in 1988. Notwithstanding Spiegel’s particular focus and expertise in catalogues, nearly all facets of the Debtors’ business grew prodigiously under Spiegel’s ownership. True to its history of innovation, the Company became one of the earliest adopters of the retail e-commerce sales channel when its website went live in 1996, just three years after the world wide web became readily available to the public. The Debtors’ brick-and-mortar retail presence expanded dramatically over the same period. By 2002, the Company had amassed nearly 400 retail locations and over 100 outlet stores that provided outdoor clothing to consumers in nearly every U.S. state and several Canadian provinces. The Company also expanded beyond North America by adding retail locations in Japan and Germany and introducing a catalog offering in the United Kingdom. In addition, Spiegel oversaw the expansion of the Company’s product lines beyond clothing by adding home furnishing offerings.

22. In 2003, however, in response to declining sales and mounting credit card defaults from Spiegel’s unrelated high-risk consumer lending operation, Spiegel and its affiliates (including Eddie Bauer) filed for chapter 11 on March 17, 2003, in the Bankruptcy Court for the Southern District of New York (the “Spiegel Bankruptcy”). On June 21, 2005, Eddie Bauer emerged as a stand-alone company for the first time in thirty-four years, with ownership distributed to certain creditors of the Company’s prepetition lenders. Thereafter, the Company began trading on the NASDAQ in October 2006 under the symbol EBHI.

23. This independent existence was short lived. Due to significant macroeconomic headwinds stemming from the 2008 financial crisis, coupled with additional debt obligations that

the Company incurred following the Spiegel Bankruptcy, the Company filed for chapter 11 in its own right in the Bankruptcy Court for the District of Delaware on June 17, 2009. Eddie Bauer was sold out of those chapter 11 cases to Golden Gate Capital, and the Company was again under private ownership. Golden Gate Capital would go on to hold Eddie Bauer for twelve years.

24. In 2021, as the world began to recover from the COVID-19 pandemic, SPARC acquired Eddie Bauer's operating business, placing it alongside the other retailers in SPARC's portfolio. In January 2025, Penney Holdings LLC, the parent of JCPenney, acquired 100% of the equity of SPARC in an all-equity transaction. The ultimate parent company of the combined entities is primarily owned by Simon Property Group, Brookfield Corporation, and ABG. As described in greater detail herein, SPARC has historically provided, and continues to provide, a variety of operational and financial support to the Debtors. ABG currently owns the Eddie Bauer intellectual property (the "Eddie Bauer IP").

B. The Company's Business Operations.

1. Sales Categories and Channels.

25. Today, the Company sells products under the Eddie Bauer name in brick and mortar retail stores in three primary categories: (a) sportswear; (b) outerwear; and (c) gifts, gear, accessories, and footwear. "Sportswear" includes a broad spectrum of men's and women's clothing, including pants, shorts, shirts, light hoodies, jackets, and other products and represents approximately 72 percent of all sales. "Outerwear" includes, among other products, the Company's array of down jacket offerings, as well as other coats and jackets, snowpants, and boots and represents approximately 19 percent of all sales. Finally, as the name suggests, "gifts, gear, accessories, and footwear" is a catch-all category that encompasses the remainder of the Company's offerings, including hats, gloves, belts, boots, shoes, blankets, bags, and backpacks. Gifts, gear, accessories, and footwear account for approximately 9 percent of all sales. Within

these varied product categories, men's sportswear is by far the most significant driver of the Company's revenue, accounting for approximately 40 percent of all sales.

26. Historically, the Company maintained three primary sales channels: e-commerce, wholesale, and brick-and-mortar retail. In the 2025 fiscal year, e-commerce represented approximately 34 percent of total sales, wholesale represented approximately 24 percent, and brick-and-mortar retail made up approximately 42 percent. In 2025, the Company's brick-and-mortar retail and e-commerce business channels generated approximately \$440 million in gross sales. As discussed in Section III.D.1 below, the Company terminated its rights to operate the e-commerce and wholesale channels, effective January 31, 2026, as part of the License Termination Agreement.

27. Since entering into the License Termination Agreement, the Company has substantially slimmed down its operations throughout the United States and Canada. Leases for forty-nine unprofitable stores were not renewed. Store closing sales commenced at the remaining 175 stores between January 26, 2026 and February 7, 2026, and are expected to continue throughout these chapter 11 cases for any stores not sold as part of a going-concern sale of some or all of the Company's business.

2. Management Services.

28. In addition to financial support of approximately \$215 million since the SPARC Acquisition in 2021, the Company has been able to take advantage of the expertise and resources of the entire Catalyst organization, which has supported and amplified the Company's business operations initiatives. In particular, over the last five years, SPARC and Catalyst have provided a wide array of operational support and financial assistance to the Debtors, including negotiating and maintaining a comprehensive corporate insurance program, calculating and remitting a majority of the Debtors' tax obligations on their behalf, and administering a complex suite of

employee benefits. Such services have relieved the Debtors from certain substantial administrative burdens, ultimately enabling the Company to focus on delivering best-in-class products and customer experience.

29. Specifically, as part of the shared services arrangement, SPARC has historically (a) paid certain of the Debtors' expenses directly on the Debtors' behalf; (b) transferred funds to the Debtors on a weekly basis to finance certain of the Debtors' expenses ((a) and (b) together, the "Covered Expenses"); and (c) provided the Debtors certain management and administrative services (the "SPARC Management Services"). In the case of (a), SPARC directly pays for and manages many of the Debtors' administrative functions on the Debtors' behalf, including paying employee wages, negotiating and funding employee benefits, and procuring and paying for a comprehensive corporate insurance program. With respect to (b), SPARC remits funds to the Debtors on an as-needed basis to cover various expenses, such as the price of merchandise purchased from suppliers, that the Debtor entities typically pay for themselves. Finally, regarding (c), certain Catalyst employees—many of whom have substantial industry expertise as retail executives—perform management and oversight functions for the Debtors. Historically, the Debtors have received an invoice allocation from SPARC for a monthly management fee that compensates SPARC for the SPARC Management Services provided by Catalyst executives and other employees (such fee, the "Management Fee"). Additionally, in the ordinary course of business, the Debtors, after paying certain expenses directly to vendors and other third parties, have historically transferred excess funds generated by their operations, if any, to SPARC on a weekly basis via an intercompany transfer (such transfers, the "SPARC Transfers").

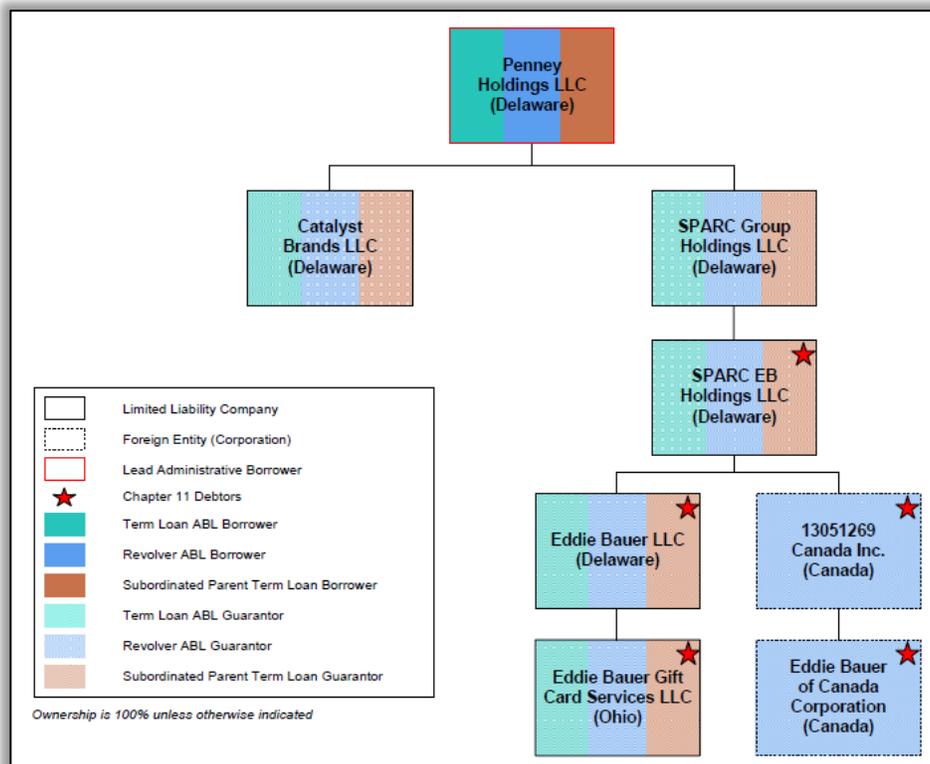
30. The Debtors have benefited greatly from their shared services arrangement with SPARC. By paying directly or funding indirectly certain of the Debtors' operational expenses,

including, among others, payroll expenses, insurance obligations, IT services, and marketing programs, SPARC has enabled the Debtors to preserve liquidity and meet obligations to third parties even amidst an ongoing acute liquidity shortage. The Debtors have also benefited from economies of scale and synergies across the brands within Catalyst. By outsourcing accounting and treasury management functions to Catalyst, for example, personnel costs that the Debtors would otherwise have to bear alone are shared by the Debtors and other Catalyst brands. In addition, the Debtors enjoy preferential pricing on certain goods and services negotiated by Catalyst for the benefit of all brands across the Catalyst family. Finally, the shared services arrangement enables the Debtors to benefit from the operational expertise of Catalyst leadership, who have substantial experience managing fashion brands similar to the Company.

II. The Company’s Organizational Structure and Prepetition Capital Structure.

A. The Company’s Organizational Structure.

31. An overview of the Company’s current organizational structure is reflected below.



32. Venue is proper in this district on at least two bases. First, the only asset of Debtor 13051269 Canada Inc. in the United States is a bank account located in Lyndhurst, New Jersey. Second, Debtor Eddie Bauer LLC has five leases in New Jersey, three of which are in the Newark vicinage, including two significant locations at the American Dream Mall in East Rutherford, New Jersey and the Westfield Garden State Plaza in Paramus, New Jersey. In addition, approximately 50 percent of all inventory sold by the Company is imported through the Port of Newark.

B. The Company's Prepetition Capital Structure.

33. As of the Petition Date, the Debtors are obligated on approximately \$1.7 billion of aggregate outstanding principal and accrued interest for funded debt obligations, as reflected below:

Prepetition Capital Structure (As of February 2026) ⁵						
		Lead Lender	Maturity	Interest Rate	Commitment	Amount Outstanding
ABL Facility	Loans	Wells Fargo	September 19, 2030	SOFR + 2.50%	\$1,750,000,000	\$728,477,563
	Letters of Credit			Variable ⁶	\$202,000,000	\$196,811,453
Term Loan Facility		WhiteHawk	September 19, 2030	SOFR + 6.75%	\$600,000,000	\$600,000,000
Subordinated Loan Facility		Copper Retail JV LLC	February 19, 2031	15.0%	\$211,844,000	\$216,281,687
Total						\$1,741,570,703

While all of the Debtors are guarantors under the ABL Facility, only the U.S. Debtors are guarantors under the Term Loan Facility and Subordinated Loan Facility. The borrower entities,

⁵ The obligations set forth in this chart represent the aggregate funded debt obligations of the U.S. Debtors.

⁶ Each outstanding letter of credit issued under the Prepetition ABL Facility accrues a letter of credit fee on the stated amount thereof, which fee varies based on whether the letter of credit is a standby letter of credit or a trade letter of credit.

specifically Penney Holdings LLC, Penney Borrower LLC, Penney OpCo LLC, and SPARC Group LLC, allocate proceeds of the Prepetition Loan Facilities to the Debtors and the other Catalyst brands according to a series of ordinary course arrangements. In the case of the Debtors, operational shortfalls are funded by periodic draws on the ABL Facility, the proceeds of which draws are transferred through a series of intercompany transactions from the borrowers to the Debtor entities. All of the Debtor entities have pledged substantially all of their assets in support of their respective obligations under the Prepetition Loan Facilities.

1. The ABL Facility.

34. The U.S. Debtors guarantee all obligations, and the Canadian Debtors guarantee a portion of the obligations,⁷ under that certain Credit Agreement (as amended, restated, supplemented, waived, or otherwise modified from time to time, the “ABL Credit Agreement”), dated as of December 7, 2020 by and among Penney Holdings LLC, Penney Borrower LLC, Penney OpCo LLC, SPARC Group LLC, each Restricted Subsidiary of Penney Holdings LLC party thereto as a borrower (collectively, the “Catalyst Borrowers”), each Restricted Subsidiary of Penney Holdings LLC party thereto as a Subsidiary Guarantor (each as defined therein, and together with the Catalyst Borrowers and any other Loan Party (as defined therein), the “ABL Parties”), the Lenders party thereto (the “ABL Lenders”), and Wells Fargo Bank, National Association, as administrative agent (the “ABL Agent”). The ABL Credit Agreement contemplates a revolving facility of up to \$1.75 billion (the “ABL Facility”). Interest under the ABL Facility accrues at SOFR⁸ plus 2.5 percent annually, subject to an interest rate step-down of

⁷ The Canadian Debtors’ guarantee is limited to \$6.4 million of obligations under the ABL Credit Agreement.

⁸ “SOFR” means the secured overnight financing rate published by the Federal Reserve Bank of New York (or by a successor) at <http://www.newyorkfed.org> (or at a successor’s web page).

2.25 percent annually and 2.0 percent annually based on the Quarterly Average Excess Availability (as defined in the ABL Credit Agreement) and is paid in cash.

35. The obligations under the ABL Facility (the “ABL Obligations,” and claims on account of the ABL Obligations, the “ABL Claims”) mature on September 19, 2030, and are secured by liens on substantially all of the assets of the ABL Parties. As of the date hereof, an aggregate amount of approximately \$728 million in unpaid principal and accrued but unpaid interest is outstanding under the ABL Facility.

2. The Term Loan Facility.

36. The U.S. Debtors guarantee all obligations pursuant to that certain Credit Agreement (as may be amended, restated, supplemented, waived, or otherwise modified from time to time, the “Term Loan Credit Agreement”), dated as of September 19, 2025, by and among the Catalyst Borrowers, each other restricted subsidiary of Penney Holdings LLC party thereto as a subsidiary guarantor (together with the Catalyst Borrowers, the “Term Loan Parties”), each lender from time to time party thereto (collectively, the “Term Loan Lenders”), and WhiteHawk Capital Partners LP (the “Term Loan Agent”), as administrative agent and collateral agent. The Term Loan Credit Agreement contemplates a term loan facility (the “Term Loan Facility”) of up to \$600 million in aggregate principal, with interest accruing at SOFR *plus* 6.75 percent annually and is paid in cash.

37. The obligations under the Term Loan Credit Agreement (the “Term Loan Obligations”) mature on September 19, 2030, and are secured by liens on substantially all of the assets of the Term Loan Parties. As of the date hereof, approximately \$600 million in unpaid principal is outstanding under the Term Loan Facility.

3. The Subordinated Loan Facility

38. The U.S. Debtors guarantee all obligations pursuant to that certain Second Amendment to Amended and Restated Term Loan Credit Agreement (as may be amended, restated, supplemented, waived, or otherwise modified from time to time, the “Subordinated Loan Credit Agreement,” and collectively with the ABL Credit Agreement and the Term Loan Credit Agreement, the “Prepetition Loan Documents”), dated as of September 19, 2025, by and among the Catalyst Borrowers, each Restricted Subsidiary of Penney Holdings LLC party thereto as a Subsidiary Guarantor (as defined therein) (together with the Catalyst Borrowers, the “Subordinated Loan Parties,” and, together with the ABL Parties and the Term Loan Parties, the “Prepetition Loan Parties”), each Lender (as defined therein) party thereto from time to time (collectively, the “Subordinated Loan Lenders,” and, together with the ABL Lenders and the Term Loan Lenders, the “Prepetition Lenders”), and Copper Retail JV LLC, as administrative agent (the “Subordinated Loan Agent”). The Subordinated Loan Credit Agreement contemplates a term loan facility (the “Subordinated Loan Facility,” and, together with the ABL Facility and Term Loan Facility, the “Prepetition Loan Facilities”) of up to \$216.2 million in aggregate principal, with compounding interest accruing at a rate of 15 percent, which, at the election of the Lead Administrative Borrower (as defined in the Subordinated Loan Credit Agreement) may be paid in kind.

39. The obligations under the Subordinated Loan Credit Agreement (the “Subordinated Loan Obligations”) mature on February 19, 2031, and are secured by liens on substantially all of the assets of the Subordinated Loan Parties. As of the date hereof, approximately \$216.2 million in unpaid principal remains outstanding on account of the Subordinated Loan Obligations.

4. The Intercreditor Agreements.

40. In connection with the Prepetition Loan Facilities, the Prepetition Lenders are party to two intercreditor agreements, which delineate collateral and payment rights among the Prepetition Lenders. *First*, the Prepetition Lenders are party to that certain Intercreditor Agreement, dated as of September 19, 2025, by and among the ABL Agent, the Term Loan Agent, the ABL Parties, and the Term Loan Parties (as may be amended, restated, supplemented, waived, or otherwise modified from time to time, the “ABL-Term Intercreditor Agreement”). The ABL-Term Intercreditor Agreement allocates payment and collateral rights as between the ABL Lenders and the Term Loan Lenders, specifically setting out which of the Debtors’ assets constitute ABL Priority Collateral and Term Loan Priority Collateral (both as defined therein) as well as payment priority with respect to each category of collateral. *Second*, the Prepetition Lenders are also party to that certain Intercreditor Agreement, dated as of September 19, 2025, by and among the ABL Agent, the Term Loan Agent, the Subordinated Loan Agent, and the Prepetition Loan Parties (as may be amended, restated, supplemented, waived, or otherwise modified from time to time, the “Subordinated Intercreditor Agreement”). The Subordinated Intercreditor Agreement subordinates the Subordinated Loan Agent to the ABL Agent and Term Loan Agent in both lien and payment priority.

5. The SPARC Intercompany Payable.

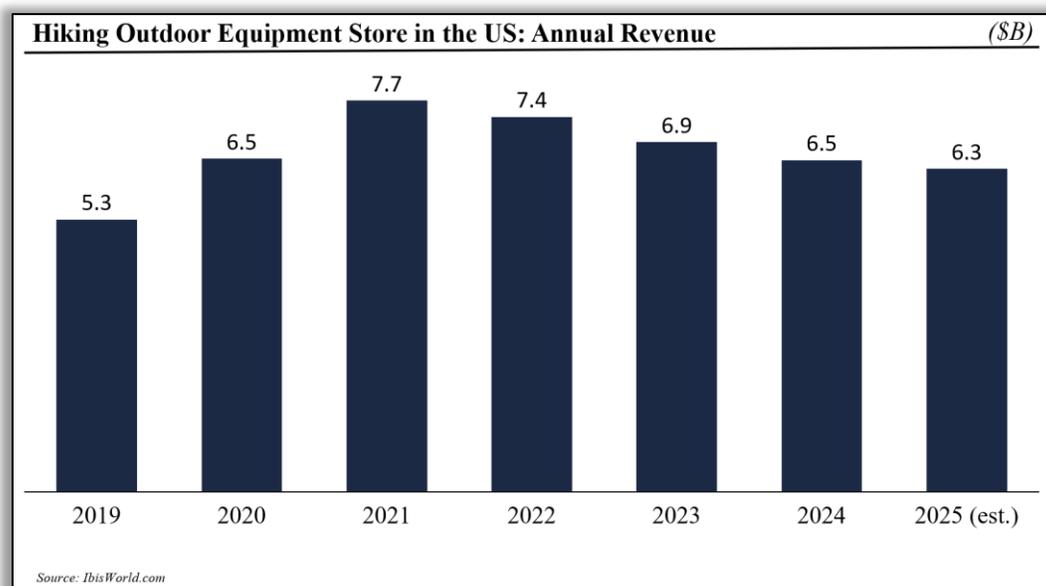
41. Over the course of the approximately five-year period between the SPARC Acquisition and the Petition Date, the SPARC Transfers from the Debtors to SPARC have consistently been lower than the total amount of Covered Expenses, even before accounting for the Management Fee. As a result, over time, the Debtors have accrued an intercompany payable to SPARC (the “SPARC Intercompany Payable”), which represents the difference between the Debtors’ accrued obligations to SPARC on account of the Covered Expenses and the Management

Fee, on the one hand, and the aggregate funds that the Debtors have transferred to SPARC, on the other hand. As of the Petition Date, the SPARC Intercompany Payable totals approximately \$215 million. The Covered Expenses, the SPARC Transfers, and the SPARC Intercompany Payable are recorded in the Debtors' centralized account system, monitored closely, and reconciled monthly.

III. Events Leading to These Chapter 11 Cases.

A. **Macroeconomic Headwinds Have Created a Challenging Retail Environment for the Company.**

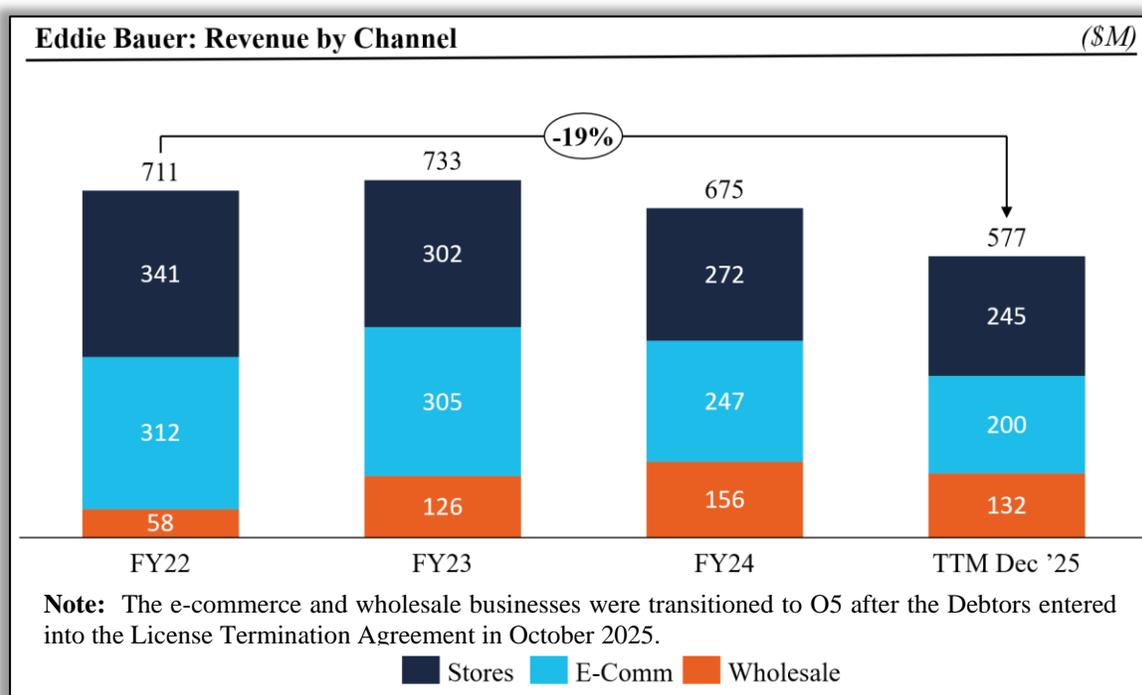
42. In 2021, the Company began a new chapter following the SPARC Acquisition. At first, the Company seemed poised to benefit from COVID-19-era changes to consumer preferences



as demand for outdoor apparel and gear increased and the outdoor equipment market grew by approximately forty-four percent between 2019 and 2021. Sales were further buoyed as consumers saw their discretionary funds spike as a result of COVID-19 federal relief spending. These years were characterized by new consumers entering the outdoor apparel market and existing customers becoming more active. Such positive trends continued as consumers began to return to in-person shopping following the conclusion of the COVID-19 pandemic, and the Company saw positive

EBITDA of \$21 million during the latter eight months of the Debtors' 2021 fiscal year. The Debtors were also able to capture operational savings and enact measures aimed to increase overall profitability.

43. Despite this initial optimism, however, various macroeconomic headwinds have resulted in the Company being unable to sustain profitability. The Debtors' sales volumes have continually decreased since 2023, tracking broader trends in the outdoor retail industry. Specifically, the Debtors' trailing twelve-month revenue has dropped 19 percent compared to



Fiscal Year 2022, and gross margin compressed by approximately 9.5 percent over the same period.

44. Like many retail businesses, the long-standing impacts of COVID-19 on supply chains resulted in shipping delays and increased the cost of materials, labor, and fuel. In addition, until recently, the Debtors' business had been materially and negatively impacted by the ability of non-U.S. online retailers to take advantage of the "de minimis exemption," which exempted goods valued under \$800 from import duties. Certain non-U.S. online retailers used this exemption and

passed significant savings onto consumers. Consequently, retailers like the Debtors that must pay tariffs to purchase product for their stores and warehouses in the United States were undercut. Although the “de minimis exemption” was canceled in August 2025, by that point the exemption had already materially and negatively impacted the Debtors’ business. Finally, recent reciprocal tariffs have significantly raised the cost of imports from nearly all countries. The elevated tariff environment has continued to erode margins and created a challenging and uncertain environment for many retailers, including the Debtors.

45. Together, these factors have resulted in a substantially diminished operational and financial outlook for the Debtors. The Debtors have lost more than \$172 million over the last three fiscal years and, in fiscal year 2025 alone, the Debtors lost approximately \$80 million.

B. Retention of Advisors

46. On September 30, 2025, the Company retained Kirkland, as legal counsel, and, on October 8, 2025, the Company retained BRG, as financial advisor, to assist in evaluating measures and transactions available to meet the Company’s goal of maximizing value for all stakeholders. In addition, the Company retained Reevemark, LLC (“Reevemark”) on October 14, 2025, as communications consultant to assist with public relations considerations, communications materials, and related services, and on November 24, 2025, the Company retained SOLIC, as investment banker. In preparation for these chapter 11 cases, on January 12, 2026, the Company retained Cole Schotz P.C. (“Cole Schotz”), as co-counsel and conflicts counsel. On January 15, 2026, the Company also retained Osler, Hoskin & Harcourt LLC (“Osler”), as Canadian counsel. In addition, on January 22, 2026, after soliciting proposals from three qualified claims and noticing firms pursuant to the Court’s *Protocol for Retention of Claims and Noticing Agents under 28 U.S.C. § 156(c) Pending Adoption of Local Rule*, the Debtors retained Stretto, Inc.

as claims and noticing agent. Finally, on January 29, 2026, the Debtors retained Hilco Merchant Resources, LLC and SB360 Capital Partners, LLC (collectively, the “Liquidator”) to assist with the winddown of the Company’s brick-and-mortar retail business, and on January 31, 2026, the Company and BRG entered into a separate engagement letter, pursuant to which the Company retained Stephen Coulombe and George Pantelis as Co-Chief Restructuring Officers for each of the Debtors.

C. Corporate Governance.

47. As part of the Company’s evaluation of available measures and transactions to advance its strategic goals and maximize value for stakeholders, the Company conducted a review of its existing corporate governance infrastructure in late 2025. The Company and its advisors determined that it was in the best interests of the Company and its stakeholders to appoint two disinterested managers to each of the boards of Debtors Eddie Bauer LLC, SPARC EB Holdings LLC, and Eddie Bauer Gift Card Services LLC. On October 3, 2025, the Company appointed the Disinterested Directors to each such board and delegated binding authority to the Disinterested Directors to, among other things: (a) investigate and determine whether a conflict of interests exists or is reasonably likely to exist between the Debtors, on the one hand, any of the Debtors’ current or former managers, officers, committee members, direct and indirect equity holders, successors, assigns, subsidiaries, creditors, or affiliates, among others, on the other hand (the “Conflict Matters”); (b) take any action with respect to any Conflicts Matters, including the release or settlement of potential claims or causes of action and make any decision regarding all or part of any transaction that constitutes (in whole or in part) a Conflict Matter; and (c) retain and employ legal, financial, and other advisors to assist the Disinterested Directors in fulfilling their duties. Subsequently, on February 5, 2026, the Disinterested Directors were appointed to the

boards of Debtors 13051269 Canada Inc. and Eddie Bauer of Canada Corporation and delegated certain authority to review, consider, and approve transactions that constitute Conflict Matters.

48. Prior to the Petition Date, with the assistance of the Company's proposed co-counsel and conflicts counsel, Cole Schotz, the Disinterested Directors began an initial assessment of (a) the existence of any potential claims or causes of action that the Debtors may hold relating to insiders and other affiliated entities; and (b) whether the Debtors should retain, release, or seek to settle any such potential claims or causes of action (the "Independent Investigation").

49. Since their appointment, the Disinterested Directors have held meetings with the Company's advisors to analyze and discuss any potential Conflict Matters and the facts and circumstances surrounding potential claims and causes of action. The Disinterested Directors, along with Cole Schotz, have also obtained access to a virtual data room containing, and are conducting a comprehensive review of, over 36,399 pages of diligence materials that may be relevant to the Independent Investigation. As of the Petition Date, the Independent Investigation remains ongoing, and the Debtor releases contemplated in the Restructuring Support Agreement remain subject to the outcome of the Independent Investigation.

D. Pursuit of All Reasonable Alternatives.

50. The Debtors exhausted all available alternatives before electing to commence these chapter 11 cases. Specifically, in an effort to maximize value for all stakeholders, the Company (a) engaged in a variety of operational cost-cutting measures in an attempt to address the Company's sizable operating expenses, (b) made changes to its leadership team, including appointing a new Chief Executive Officer, Ken Ohashi, in January 2025, (c) evaluated and modified its merchandising strategy, (d) exited certain unprofitable store locations; and (e) began

to explore a going concern sale of all or substantially all of the Company's brick-and-mortar retail business that is expected to continue during these chapter 11 cases. During this critical prepetition period while the Debtors explored every available avenue, SPARC continued to support the Company by funding the Debtors' operations.

1. The License Termination Transaction.

51. As part of the SPARC Acquisition, the Company entered into a license agreement (the "License Agreement"), effective as of May 6, 2021, pursuant to which the Company licensed the Eddie Bauer IP from ABG for use in its e-commerce, wholesale, and brick-and-mortar retail business channels. In exchange for the license rights, the Company paid fees based on net sales. In addition to the percentage fees, the License Agreement contemplated a significant guaranteed minimum royalty (the "GMR") and an annual marketing fee (the "Annual Marketing Fee"), both of which were payable regardless of the Company's sales performance. The initial term of the License Agreement ran through January 31, 2032.

52. In late 2025, the Debtors and the Advisors determined that sales had declined to an extent that they could no longer support payment of the fixed licensing fees. Accordingly, the Company and ABG entered into discussions regarding the future of the License Agreement. Following good-faith, arm's length negotiations and an exploration of alternatives, the Debtors and ABG entered into the License Termination Agreement. The License Termination Agreement contained several key terms, among others:

- ***Mutual Termination of Wholesale and E-Commerce Rights.*** The License Termination Agreement terminated the wholesale and e-commerce rights of the Company in exchange for eliminating the GMR and Annual Marketing Fee. The wholesale and e-commerce rights were transferred to O5;
- ***Retention of North American Retail Rights.*** The License Termination Agreement contemplated the Company's retention of the license to operate brick-and-mortar retail locations and sell merchandise under the Eddie Bauer IP, subject only to actual and accrued royalties; and

- ***Sell-Off Period.*** The License Termination Agreement also contemplated a one-year sell-off period, during which the Company can sell existing e-commerce and wholesale inventory through its retail stores or existing wholesale relationships in the United States and Canada, subject to actual and accrued royalty fees.

The License Termination Agreement offered to save the Debtors approximately \$220 million of combined GMR and Annual Marketing Fee obligations over the remaining term of the License Agreement, and the wholesale channel had become unprofitable and the e-commerce channel had become only marginally profitable. Accordingly, the Disinterested Directors determined that the License Termination Agreement represented the most value-maximizing path forward for the Company and, on October 10, 2025, voted to approve entry into the agreement. The License Termination Agreement became effective as of January 31, 2026, on which date the Company's right to operate the e-commerce and wholesale businesses was formally terminated. Following that date, the Company retained the right to operate its retail stores in the United States and Canada and remains obligated to pay the actual accrued royalty calculated as a percentage of net store sales without the accrual of any additional minimums or annual fees.

53. In addition, the License Termination Agreement required the Company to use commercially reasonable efforts to transfer the e-commerce and wholesale business channels, including related inventory, to O5 as third-party designee of ABG (the "O5 Transition"). Pursuant to the License Termination Agreement, the Company, with the assistance of Kirkland and BRG, negotiated a series of formal agreements (the "O5 Transition Documents") with O5 to effectuate the transfer of certain inventory, allocation of liabilities, treatment of employees, and the provision of transition services related to the e-commerce and wholesale businesses from the Company to O5. On December 9, 2025, the Company entered into a series of agreements to effectuate the O5 Transition as contemplated by the License Termination Agreement, and on January 31, 2026, the

License Termination Agreement became effective, formally terminating the Company's rights to operate the wholesale and e-commerce businesses.

2. The Store Closing Sales.

54. In addition to the License Termination, the Going Concern Sale Process, and multiple other measures to maximize value, the Debtors have initiated store closing sales in all of their stores. The Debtors anticipate that the store closing sales will continue postpetition for approximately thirteen more weeks. The proceeds and eventual labor cost savings from these store closings are expected to provide the Debtors with much needed liquidity and will help fund these chapter 11 cases.

55. To streamline and facilitate the store closing sales and store closings, the Debtors have filed, contemporaneously herewith, the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Assume the Agency Agreement; (II) Authorizing and Approving the Conduct of Store Closing Sales, with Such Sales to Be Free and Clear of All Liens, Claims, and Encumbrances; (III) Modifying Customer Programs at the Closing Stores; and (IV) Granting Related Relief* (the "Store Closing Motion"). As discussed previously and in greater detail in the Store Closing Motion, the Debtors entered into a consulting agreement with the Liquidator to conduct store closing sales on a pre- and postpetition basis. The Debtors evaluated other national liquidation firms before selecting the Liquidator and believe that that the terms set forth in such agreement, including a percentage fee based on the proceeds from asset dispositions, are the best and most value-maximizing alternative for the conduct of asset sales and store closures. The Debtors believe that utilizing the skills and resources of the Liquidator to effectively and efficiently conduct the sales and store closings will maximize value for all stakeholders.

3. The Brick-and-Mortar Retail Going Concern Sale Process.

56. As previously discussed, the Company retained SOLIC to, among other things, develop and conduct the Going Concern Sale Process for a potential going-concern sale of all or substantially all of the Company's remaining brick-and-mortar retail operations. Specifically, in connection with the prepetition Going Concern Sale Process, which has been actively progressing for over a month as of the Petition Date, the Debtors, with SOLIC's assistance, contacted 126 potential acquirers, including sixty-eight financial and fifty-eight strategic counterparties with investments and/or operational experience in the consumer retail space. As of the Petition Date, thirty-four parties have executed nondisclosure agreements and were provided with access to the Debtors' virtual data room (the "Data Room") containing a confidential information presentation and additional financial, operational, and legal diligence materials. On January 16, 2026, SOLIC distributed a formal process letter informing these strategic and financial investors that initial indications of interest were to be submitted no later than January 30, 2026, by which date the Company received two IOIs from parties expressing interest in some or all of the Debtors' assets. As of the Petition Date, the Company, along with SOLIC and the other advisors, are in active negotiations with the parties who submitted IOIs (the "IOI Parties") to refine their offers in pursuit of a potential going-concern transaction. The process for soliciting formal bids from the IOI Parties and any other parties who may be interested in participating in the Going Concern Sale Process will be conducted pursuant to the order approving the Debtors' bidding procedures motion (such order, the "Bidding Procedures Order"). The procedures set forth in the Bidding Procedures Order (the "Bidding Procedures") create an orderly process for parties to submit formal bids and, if necessary, participate in an auction to select the highest or otherwise best bid. The Biddings Procedures will ensure that any going-concern sale maximizes value for the Debtors, their creditors, and other parties in interest.

4. The Restructuring Support Agreement

57. Notwithstanding the Debtors' efforts to pursue all available alternatives, in January 2026 it became clear to the Debtors, their management, and the Debtors' boards of directors that a comprehensive restructuring would be necessary to address the Debtors' balance sheet and operational challenges, especially in light of SPARC's message to the Company that SPARC intended to stop funding the Debtors' operations imminently. Accordingly, the Debtors, with the assistance of their advisors, engaged in hard fought, arm's-length negotiations with the Prepetition Lenders that culminated in the Restructuring Support Agreement.

58. Given that most Catalyst entities—including operating entities across all six of the Catalyst brands—are obligated on the Prepetition Loan Facilities, negotiations also focused on a potential amendment and forbearance agreement to be executed in anticipation of a potential chapter 11 filing by the Debtor entities. Absent such an amendment and forbearance, the chapter 11 filing of the Debtors would have triggered events of default under the Prepetition Loan Facilities and entitled the Prepetition Lenders to accelerate their debt across the entire Catalyst enterprise.

59. On February 8, 2026, following good-faith, arm's-length negotiations, the Debtors and the Prepetition Lenders entered into an amendment and forbearance agreement (the "Amendment and Forbearance Agreement") pursuant to which (a) the Prepetition Lenders consented to the Debtors' entry into the Restructuring Support Agreement and consummation of the Transactions (as defined herein); (b) the parties agreed that the Transactions do not constitute a Default, Event of Default, or Material Adverse Effect under and as defined in the Prepetition Loan Documents; and (iii) Debtor entities 13051269 Canada Inc. and Eddie Bauer of Canada Corporation agreed to provide a limited, secured guarantee of up to \$6.4 million of the obligations under the ABL Facility. The Restructuring Support Agreement puts the Debtors in a position to

(a) continue the Going Concern Sale Process and, to the extent that doing so is value-maximizing, conduct an expeditious, going-concern sale of all or part of the Debtors' remaining operations and

(b) pursue a winddown of any portion of the Company's remaining operations not sold in a going-concern sale. Specifically, the Restructuring Support Agreement contemplates a transaction in accordance with the following key terms, among others:

- ***Transactions and Implementation.*** The Debtors may pursue (a) a sale or sales of all, substantially all, or a portion of the Debtors' assets and/or equity to the highest or otherwise best bidder(s) following a sale and marketing process to be conducted pursuant to the Bidding Procedures and Bidding Procedures Order; and (b) notwithstanding the sale process, the Debtors will continue the store closing sales with respect to any portion of the Debtors' business and store locations that are not sold otherwise sold.
- ***Distributions to Creditors Pursuant to Chapter 11 Plan.*** Through the Restructuring Support Agreement, the Debtors' entire funded-debt capital structure is committing to support confirmation of a chapter 11 plan that will (a) pay all allowed administrative and priority claims in full; (b) provide that, subject to the class of general unsecured creditors voting to accept the Plan, 100% of Net Proceeds (as defined in the Restructuring Support Agreement), whether from a going-concern sale or store-closing sales, less the GUC Contingent Recovery Pool (as defined below), will be distributed to the ABL Lenders, with general unsecured creditors receiving their *pro rata* share of the greater of (i) \$250,000 or (ii) 10% of Net Proceeds in excess of the ABL Threshold Recovery Amount (as defined in the Restructuring Support Agreement) (such recovery, the "GUC Contingent Recovery Pool"); and (c) provide that Term Loan Claims, Subordinated Term Loan Claims, and existing equity interests will be extinguished with no recovery, and holders of such claims will forego a distribution they would have a right to in the event the class of general unsecured claims votes to accept the Plan.
- ***Releases.*** The chapter 11 plan will contain standard third-party releases and standard debtor releases, which debtor releases are subject to the results of the Independent Investigation.
- ***Amendment and Waiver.*** Each of the Consenting Lenders (as defined in the Restructuring Support Agreement) have executed amendments to their respective credit agreements waiving their rights to pursue remedies against any non-Debtor party, arising out of or related to the commencement and prosecution of the chapter 11 cases.
- ***Cash Collateral.*** The transactions contemplated by the Restructuring Support Agreement shall be funded through (a) the consensual use of cash

collateral, (b) proceeds from the Debtors' ordinary course operations and/or store closing sales, and (c) proceeds from any sale transaction or inventory liquidation.

- **Wind Down.** Following the conclusion of all store closing sales and, if applicable, a going-concern sale, the Debtors will be wound down in an orderly and court-approved process.

60. The Debtors are committed to consummating the Transactions embodied in the Restructuring Support Agreement and maximizing value for all stakeholders. The Transactions are supported by all of the Debtors' funded debtholders, all of whom recognized that it is critical for the Debtors to move through the restructuring process as efficiently as possible to limit the administrative cost and burden on the Debtors' business imposed by the chapter 11 process. The Debtors were also able to negotiate a potential recovery for their unsecured creditors who sit behind approximately \$1.7 billion of senior secured debt. Specifically, the greater of (i) 10 percent of the net proceeds of asset sales remaining on the Debtors' balance sheet upon consummation of the Plan (which will be adjusted for certain adequate protection payments to the ABL Lenders as a condition to the Debtors' consensual use of cash collateral) and (ii) \$250,000 will be distributed to holders of general unsecured claims, as long as that class votes to accept the Plan. This concession by the secured lenders is aimed at fostering a consensual, expeditious, and value-maximizing restructuring. The Restructuring Support Agreement also provides for the following milestones to ensure an expeditious and value-maximizing chapter 11 process:

- not later than February 9, 2026, the Petition Date shall have occurred;
- not later than five days following the Petition Date, the Court shall have entered an order approving the Debtors' use of Cash Collateral (as defined in the Restructuring Support Agreement) on an interim basis;
- not later than fourteen days following the Petition Date, the Debtors shall have filed the Plan with the associated Disclosure Statement (as defined in the Restructuring Support Agreement);
- not later than 22 days after the Petition Date, the deadline for submitting a qualified bid for the Going Concern Sale Transaction shall have occurred (the "Bid Deadline");

- if applicable, no later than 3 days after the Bid Deadline, an auction to consider approval of the Going Concern Sale Transaction shall commence;
- not later than 40 days following the Petition Date, the Court shall have entered an order approving the Debtors' use of Cash Collateral on a final basis;
- if applicable, no later than 31 days after the Petition Date, the Court shall hold a hearing to consider approval of the Going Concern Sale Transaction;
- not later than 35 days following the Petition Date, the Court shall have entered an order approving the Disclosure Statement;
- not later than 70 days following the Petition Date, the Court shall have entered the Confirmation Order (as defined in the Restructuring Support Agreement); and
- not later than 75 days following the Petition Date, the Plan Effective Date (as defined in the Restructuring Support Agreement) shall have occurred.

61. I believe that the Restructuring Support Agreement is the product of good faith, arm's length negotiations with the Prepetition Lenders and that the terms thereof provide the best and only restructuring option currently available to the Debtors and their estates. The Transactions contemplated by the Restructuring Support Agreement position the Company to navigate the current business and operational environment and maximize value for all of the Debtors' stakeholders.

E. The Path Forward.

62. After exhausting all other available options, the boards of directors or managers, as applicable, of the Debtors, including, in each case, the independent directors or managers, as applicable, voted to commence these chapter 11 cases in the Bankruptcy court for the District of New Jersey and pursue the Transactions contemplated by the Restructuring Support Agreement. The Debtors enter these chapter 11 cases with the support of the Prepetition Lenders to implement an orderly winddown of their remaining brick-and-mortar retail operations while continuing to pursue a potential going-concern sale for all or part of the Debtors' business. The Company believes the framework and roadmap embodied by the Restructuring Support Agreement will best

maximize value for all stakeholders and puts the Debtors on the strongest footing to continue as a going concern and continue supplying best-in-class to its customer base.

IV. Evidentiary Basis for Relief Requested in the First Day Motions.

63. Contemporaneously with the filing of this Declaration, the Debtors have filed several First Day Motions seeking relief to minimize the adverse effects of the commencement of these chapter 11 cases on their business and to ensure that their reorganization strategy can be implemented with limited disruptions to operations. Approval of the relief requested in the First Day Motions is critical to the Debtors’ ability to continue operating their business with minimal disruption and thereby preserving value for the Debtors’ estates and various stakeholders. I have reviewed each of the First Day Motions, and I believe that the relief sought therein is necessary to permit an effective transition into chapter 11. I believe that the Debtors’ estates would suffer immediate and irreparable harm absent the ability to make certain essential payments and otherwise continue their business operations as sought in the First Day Motions. The evidentiary support for the First Day Motions is set forth on **Exhibit C** attached hereto. Accordingly, for the reasons set forth herein and in the First Day Motions, the Court should grant the relief requested in each of the First Day Motions.

* * * * *

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: February 9, 2026

By: /s/ Stephen Coulombe
Name: Stephen Coulombe
Title: Co-Chief Restructuring Officer

Exhibit A

The Debtors

1. 13051269 Canada Inc.
2. Eddie Bauer, LLC
3. Eddie Bauer Gift Card Services, LLC
4. Eddie Bauer of Canada Corporation
5. SPARC EB Holdings, LLC

Exhibit B

Restructuring Support Agreement

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER OR ACCEPTANCE WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS RESTRUCTURING SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED HEREIN, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (including all exhibits, annexes, and schedules hereto in accordance with Section 14.02, this “**Restructuring Support Agreement**” or this “**Agreement**”) is made and entered into as of February 8, 2026 (the “**Execution Date**”), by and among the following parties (each of the following described in sub-clauses (i) through (iv) of this preamble, collectively, the “**Parties**”):¹

- i. Eddie Bauer LLC, a Delaware limited liability company (“**Eddie Bauer**”), and each of its affiliates listed on **Exhibit A** to this Agreement that have executed and delivered counterpart signature pages to this Agreement to counsel to the Consenting Lenders (the Entities in this clause (i), collectively, the “**Company Parties**”);
- ii. the undersigned holders (or beneficial holders) of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold, ABL Claims that have executed and delivered counterpart signature pages to this Agreement, a joinder, or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (ii), collectively, the “**Consenting ABL Lenders**”);
- iii. the undersigned holders (or beneficial holders) of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold, Term Loan Claims that have executed and delivered counterpart signature pages to this Agreement, a joinder, or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (iii), collectively holding 100% of the Term Loan Claims, the “**Consenting Term Loan Lenders**”); and
- iv. the undersigned holders (or beneficial holders) of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold, Subordinated Loan Claims that have executed and delivered counterpart signature pages to this Agreement, a joinder, or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (iv), in their capacity as holders of Subordinated Loan Claims, collectively, the “**Consenting Subordinated Loan Lenders**” and,

¹ Capitalized terms used but not defined in the preamble and recitals to this Agreement have the meanings ascribed to them in Section 1.

together with the other entities in clause (ii) and clause (iii), the “**Consenting Lenders**”).

RECITALS

WHEREAS, the Company Parties and the Consenting Lenders have in good faith and at arms’ length negotiated or been apprised of certain restructuring and recapitalization transactions with respect to the Company Parties’ capital structure on the terms set forth in this Agreement and as specified in the term sheet attached as **Exhibit B** hereto (the “**Restructuring Term Sheet**” and, such transactions as described in this Agreement and the Restructuring Term Sheet, the “**Transactions**”);

WHEREAS, the Company Parties intend to implement the Transactions, including through the commencement by the Debtors of voluntary cases under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (the cases commenced, the “**Chapter 11 Cases**”); and

WHEREAS, the Parties have agreed to take certain actions in support of the Transactions on the terms and conditions set forth in this Agreement and the Restructuring Term Sheet;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

AGREEMENT

Section 1. *Definitions and Interpretation.*

1.01. **Definitions.** The following terms shall have the following definitions:

“**ABL Claims**” has the meaning set forth in the Restructuring Term Sheet.

“**ABL Credit Agreement**” has the meaning set forth in the Restructuring Term Sheet.

“**ABL Loans**” has the meaning set forth in the Restructuring Term Sheet.

“**Affiliate**” has the meaning set forth in section 101(2) of the Bankruptcy Code as if such entity was a debtor in a case under the Bankruptcy Code.

“**Agent**” means any administrative agent, collateral agent, or similar Entity under the ABL Credit Agreement, the Term Loan Credit Agreement, and the Subordinated Loan Credit Agreement, and including, in each case, any successors thereto.

“**Agreement**” has the meaning set forth in the preamble to this Agreement and, for the avoidance of doubt, includes all the exhibits, annexes, and schedules hereto in accordance with **Section 14.02** (including the Restructuring Term Sheet).

“**Agreement Effective Date**” means the date on which the conditions set forth in Section 2 have been satisfied or waived by the appropriate Party or Parties in accordance with this Agreement.

“**Agreement Effective Period**” means, with respect to a Party, the period from the Agreement Effective Date to the Termination Date applicable to that Party.

“**Alternative Restructuring Proposal**” means any inquiry, proposal, offer, bid, term sheet, discussion, or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, financing (including any debtor-in-possession financing or exit financing), use of cash collateral, liquidation, tender offer, recapitalization, plan of reorganization or liquidation, share exchange, business combination, or similar transaction involving any one or more Company Parties or the debt, equity, or other interests in any one or more Company Parties that is an alternative to one or more of the Transactions *provided, however*, that a Sale Transaction (or actions undertaken in connection therewith) solely as contemplated pursuant to, and in accordance with, the Restructuring Term Sheet and the Bidding Procedures Order, shall not constitute an Alternative Restructuring Proposal.

“**Bankruptcy Code**” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the District of New Jersey, or any other United States Bankruptcy Court with jurisdiction over the Chapter 11 Cases.

“**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as applicable to the Chapter 11 Cases and the general, local, and chambers rules of the Bankruptcy Court.

“**Bidding Procedures**” means the bidding procedures governing the submission and evaluation of bids in connection with the Sale Transaction, attached as Exhibit 1 to the Bidding Procedures Order.

“**Bidding Procedures Motion**” has the meaning set forth in the Restructuring Term Sheet.

“**Bidding Procedures Order**” means an order of the Bankruptcy Court approving the Bidding Procedures Motion.

“**Business Day**” means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of New York.

“**Cash Collateral**” has the meaning ascribed to it in section 363(a) of the Bankruptcy Code.

“**Cash Collateral Order**” means, individually or collectively (as the context may require) any order or orders entered in the Chapter 11 Cases authorizing the use of cash collateral (whether interim or final) that has been consented to and approved by the Consenting ABL Lenders.

“**Causes of Action**” means any claims, cross-claim, third-party claim, interests, damages, remedies, causes of action, demands, rights, actions, controversies, proceedings, agreements, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, Liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively (including any alter ego theories), matured or unmatured, suspected or unsuspected, whether arising before, on, or after the Petition Date, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or in equity; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any avoidance actions arising under chapter 5 of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common law, including fraudulent transfer laws.

“**Chapter 11 Cases**” has the meaning set forth in the recitals to this Agreement.

“**Claim**” has the meaning ascribed to it in section 101(5) of the Bankruptcy Code.

“**Company Claims/Interests**” means any Claim against, or Interest in, any of the Company Parties, including the ABL Claims, the Term Loan Claims, and the Subordinated Loan Claims.

“**Company Parties**” has the meaning set forth in the recitals to this Agreement.

“**Confidentiality Agreement**” means an executed confidentiality agreement, including with respect to the issuance of a “cleansing letter” or other public disclosure of material non-public information agreement, in connection with any proposed Transactions.

“**Confirmation**” means the Bankruptcy Court’s entry of the Confirmation Order.

“**Confirmation Order**” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

“**Consenting ABL Lender**” has the meaning set forth in the preamble of this Agreement.

“**Consenting Lenders**” has the meaning set forth in the preamble to this Agreement.

“**Consenting Subordinated Loan Lenders**” has the meaning set forth in the preamble to this Agreement.

“**Consenting Term Loan Lenders**” has the meaning set forth in the preamble to this Agreement.

“**Consummation**” means the occurrence of the Plan Effective Date.

“**Credit Agreements**” means, collectively, the ABL Credit Agreement, the Term Loan Credit Agreement, and the Subordinated Loan Credit Agreement.

“**Debtors**” means, collectively, the Company Parties that commence Chapter 11 Cases.

“**Definitive Documents**” means the documents listed in Section 3.01.

“**Disclosure Statement**” means the related disclosure statement with respect to the Plan, including all exhibits, annexes, schedules, and supplements thereto, each as may be amended, supplemented, or modified from time to time.

“**Disclosure Statement Order**” means any order of the Bankruptcy Court approving the adequacy of the Disclosure Statement.

“**Disinterested Managers**” means the disinterested managers of SPARC EB Holdings LLC, Eddie Bauer LLC, Eddie Bauer Gift Card Services LLC, 13051269 Canada Inc., and Eddie Bauer of Canada Corporation.

“**Eddie Bauer**” has the meaning set forth in the recitals to this Agreement.

“**Entity**” shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

“**Estate**” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code upon the commencement of such Debtor’s Chapter 11 Case.

“**Execution Date**” has the meaning set forth in the preamble to this Agreement.

“**File**” or “**Filed**” means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

“**Final Order**” means, as applicable, any order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, vacated, stayed, modified, or amended and as to which the time to appeal, seek certiorari, or move for a new trial, reargument, or rehearing has expired and no appeal, petition for certiorari, or other proceeding for a new trial, reargument, or rehearing thereof has been timely sought, or, if an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied, or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, reargument, or rehearing shall have expired; *provided, however*, that no order or judgment shall fail to be a “Final Order” solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be Filed with respect to such order or judgment.

“**First Day Pleadings**” means those certain pleadings Filed by the Debtors contemporaneously with the voluntary petitions on the Petition Date that the Company Parties determine are necessary or desirable to File.

“**Governmental Unit**” means any governmental unit, as defined in section 101(27) of the Bankruptcy Code.

“**Holder**” means an Entity holding a Claim against, or an Interest in, any Debtor, as applicable.

“**Intercompany Claim**” means any Claim against one Debtor held by another Debtor.

“**Intercompany Interest**” means any Interest in one Debtor held by another Debtor.

“**Interests**” means the common stock, preferred stock, limited liability company interests, equity security (as defined in section 101(16) of the Bankruptcy Code), and any other equity, ownership, or profits interests of any Debtor, and options, warrants, rights, or other Securities or agreements to acquire the common stock (including convertible debt), preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Debtor (whether or not arising under or in connection with any employment agreement).

“**Investigation**” means the Disinterested Managers’ independent investigation regarding any potential Estate claims or Causes of Action.

“**Law**” means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court).

“**Lien**” has the meaning ascribed to it in section 101(37) of the Bankruptcy Code.

“**Parties**” has the meaning set forth in the preamble to this Agreement.

“**Permitted Transfer**” means each transfer of any Company Claims/Interests that meets the requirements set forth in Section 8.01 of this Agreement.

“**Permitted Transferee**” means each transferee of any Company Claims/Interests who meets the requirements of Section 8.01.

“**Person**” means an individual, corporation, partnership, limited liability company, joint venture, trust, estate, unincorporated association, unincorporated association, Governmental Unit, or political subdivision thereof, or any other Entity.

“**Petition Date**” means the first date any of the Company Parties commences a Chapter 11 Case.

“**Plan**” means the joint plan of reorganization Filed by the Debtors under chapter 11 of the Bankruptcy Code that embodies the Transactions in a manner consistent with the terms set forth in the Restructuring Term Sheet.

“**Plan Effective Date**” means the occurrence of the effective date of the Plan according to its terms.

“**Plan Supplement**” means the compilation of documents and/or term sheets of documents, agreements, schedules, and exhibits to the Plan that will be Filed by the Debtors with the Bankruptcy Court.

“**Qualified Marketmaker**” means an Entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers Company Claims/Interests (or enter with customers into long and short positions in any Company Claims/Interests), in its capacity as a dealer or market maker in any Company Claims/Interests and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

“**Qualified Marketmaker Joinder Date**” shall be the third (3rd) Business Day prior to the expiration of the voting deadline under the Plan.

“**Required Consenting ABL Lenders**” means, as of the relevant date, Consenting ABL Lenders who own or control more than 50% in aggregate principal amount of the outstanding ABL Claims owned or controlled by all Consenting ABL Lenders in the aggregate as of such date.

“**Required Consenting Lenders**” means, collectively, the Required Consenting ABL Lenders, the Required Consenting Subordinated Loan Lenders, and the Required Consenting Term Loan Lenders.

“**Required Consenting Subordinated Loan Lenders**” means, as of the relevant date, Consenting Subordinated Loan Lenders who own or control more than 50% in aggregate principal amount of the outstanding Subordinated Loan Claims owned or controlled by all Consenting Subordinated Loan Lenders in the aggregate as of such date.

“**Required Consenting Term Loan Lenders**” means, as of the relevant date, Consenting Term Loan Lenders who own or control more than 50% in aggregate principal amount of the outstanding Term Loan Claims.

“**Restructuring Term Sheet**” has the meaning set forth in the recitals to this Agreement.

“**Rules**” means Rule 501(a)(1), (2), (3), and (7) of the Securities Act.

“**Sale Documents**” means all agreements, instruments, pleadings, orders or other related documents utilized to implement the Sale Process and consummate a Sale Transaction, including, but not limited to, the Bidding Procedures, the Bidding Procedures Motion, the Bidding Procedures Order, the Sale Purchase Agreement (if any), and the Sale Order (if any), each of which shall contain terms and conditions that are materially consistent with this Agreement.

“**Sale Order**” means a Final Order, if any, approving a Sale Transaction, as contemplated by any applicable Sale Purchase Agreement, and subject to conditions set forth in the Restructuring Term Sheet.

“**Sale Process**” means the process to market and sell all or substantially all of the Debtors’ assets to the highest or otherwise best bidder(s).

“**Sale Purchase Agreement**” means a purchase agreement, if any, with a third-party purchaser to effectuate a Sale Transaction.

“**Sale Transaction**” means a sale or sales of all or substantially all of the Debtors’ assets or equity interests in accordance with the Restructuring Term Sheet, the Bidding Procedures, and the Bidding Procedures Order.

“**Securities Act**” means the Securities Act of 1933, as amended.

“**Security**” or “**Securities**” has the meaning ascribed to it in section 2(a)(1) of the Securities Act.

“**Solicitation Materials**” means all materials provided in connection with the solicitation of votes on the Plan pursuant to sections 1125 and 1126 of the Bankruptcy Code.

“**Subordinated Loan Claims**” has the meaning set forth in the Restructuring Term Sheet.

“**Subordinated Loan Credit Agreement**” has the meaning set forth in the Restructuring Term Sheet.

“**Subordinated Loans**” has the meaning set forth in the Restructuring Term Sheet.

“**Term Loan Claims**” has the meaning set forth in the Restructuring Term Sheet.

“**Term Loan Credit Agreement**” has the meaning set forth in the Restructuring Term Sheet.

“**Term Loans**” has the meaning set forth in the Restructuring Term Sheet.

“**Termination Date**” means the date on which termination of this Agreement as to a Party is effective in accordance with Sections 11.01, 11.02, 11.03, or 11.04.

“**Transactions**” has the meaning set forth in the recitals to this Agreement.

“**Transfer**” means to sell, resell, reallocate, use, pledge, assign, transfer, hypothecate, participate, donate or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales or other transactions).

“**Transfer Agreement**” means an executed form of the transfer agreement providing, among other things, that a transferee is bound by the terms of this Agreement and substantially in the form attached hereto as Exhibit C.

“**United States Trustee**” means the Office of the United States Trustee for the district where the Chapter 11 Cases are pending.

1.02. Interpretation. Unless expressly provided herein, for purposes of this Agreement, the following rules of interpretation shall apply:

(a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender;

(b) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form;

(c) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

(d) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, supplemented, or otherwise modified from time to time; *provided* that any capitalized terms herein which are defined with reference to another agreement, are defined with reference to such other agreement as of the date of this Agreement, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the date hereof;

(e) unless otherwise specified, all references herein to “Sections” are references to Sections of this Agreement;

(f) the words “herein,” “hereof,” and “hereto” refer to this Agreement in its entirety rather than to any particular portion of this Agreement;

(g) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

(h) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable limited liability company Laws;

(i) when calculating the period of time before which, within which, or following which any act is to be done or step taken pursuant to this Agreement, if the last day of such period is a non-Business Day, the period in question shall end on the following Business Day;

(j) the use of “include” or “including” is without limitation, whether stated or not; and

(k) the phrase “counsel to the Consenting Lenders” refers in this Agreement to each counsel specified in Section 14.10 other than counsel to the Company Parties.

Section 2. *Effectiveness of this Agreement.* This Agreement shall become effective and binding upon each of the Parties on the Agreement Effective Date, which is the date on which all of the following conditions have been satisfied or waived in accordance with this Agreement:

(a) each of the Company Parties shall have executed and delivered counterpart signature pages of this Agreement to counsel to the Consenting Lenders;

(b) the following shall have executed and delivered counterpart signature pages of this Agreement:

(i) holders of at least two-thirds of the aggregate outstanding principal amount of ABL Loans;

(ii) holders of at least two-thirds of the aggregate outstanding principal amount of Term Loans; and

(iii) holders of all of the aggregate outstanding principal amount of the Subordinated Loans.

(c) counsel to the Company Parties shall have given notice to counsel to the Consenting Lenders in the manner set forth in Section 14.10 hereof (by email or otherwise) that the other conditions to the Agreement Effective Date set forth in this Section 2(a) have occurred.

Section 3. *Definitive Documents.*

3.01. The Definitive Documents governing the Transactions shall mean the following and include any exhibits, schedules, amendments, modifications, or supplements thereto: (A) the Plan; (B) the Confirmation Order; (C) the Disclosure Statement; (D) the Disclosure Statement Order and the other Solicitation Materials; (E) the First Day Pleadings and all orders sought pursuant thereto; (F) the Plan Supplement; (G) any Sale Documents; (H) any Cash Collateral Order and any motion seeking entry by the Bankruptcy Court of the Cash Collateral Order; and (I) such other definitive documentation as is necessary or desirable to consummate the Transactions.

3.02. The Definitive Documents not executed or in a form attached to this Agreement as of the Execution Date remain subject to negotiation and completion. Upon completion, the Definitive Documents and every other document, deed, agreement, filing, notification, letter or instrument related to the Transactions shall contain terms, conditions, representations, warranties, and covenants consistent with the terms of this Agreement, as they may be modified, amended, or supplemented in accordance with Section 12. Further, the Definitive Documents not executed or in a form attached to this Agreement as of the Execution Date shall otherwise be in form and substance reasonably acceptable to the Company Parties and the Required Consenting Lenders.

Section 4. *Commitments of the Consenting Lenders.*

4.01. General Commitments, Forbearances, and Waivers.

(a) During the Agreement Effective Period, each Consenting Lender, on a several and not joint basis, agrees, in respect of all of its Company Claims/Interests, as applicable, to:

(i) support the Transactions and vote and exercise any powers or rights available to it (including in any board, shareholders', or creditors' meeting or in any process requiring voting or approval to which they are legally entitled to participate) in each case in favor of any matter requiring approval to the extent necessary to implement the Transactions;

(ii) validly and timely deliver, and not withdraw, the consents, proxies, signature pages, tenders, ballots, or other means of voting or participation in the Transactions (including directing its nominee or custodian, if applicable, on behalf of itself and the accounts, funds, or Affiliates for which it is acting as investment advisor, sub-advisor, or manager to validly and timely deliver and not withdraw) with respect to all of the Company Claims/Interests owned by or held by such Consenting Lender;

(iii) use commercially reasonable efforts to cooperate with the Company Parties in connection with the Company Parties' obtaining additional support for the Transactions from the Company Parties' other stakeholders;

(iv) use commercially reasonable efforts to oppose any party or person from taking any actions contemplated in Section 4.02(b);

(v) give any notice, order, instruction, or direction to the applicable Agents necessary to give effect to the Transactions;

(vi) cooperate with the Company Parties to obtain any and all required third-party governmental, regulatory, licensing, and/or other third-party approvals (including, without limitation, any necessary third-party consents) reasonably necessary to implement and/or consummate the Transactions;

(vii) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Transactions, take all steps commercially reasonable necessary, to the extent reasonably requested by the Company Parties, to address any such impediment, and to negotiate in good faith reasonable and appropriate additional or alternative provisions to address any such impediment; and

(viii) negotiate in good faith and use commercially reasonable efforts to execute and implement the Definitive Documents that are consistent with this Agreement to which it is required to be a party.

(b) During the Agreement Effective Period, each Consenting Lender agrees, in respect of all of its Company Claims/Interests, as applicable, that it shall not directly or indirectly:

(i) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Transactions;

(ii) seek, solicit, encourage, propose, File, support, consent to, or vote for, or enter into or participate in any discussions, agreements, understandings, or other arrangements with any Person regarding, or pursue or consummate, any Alternative Restructuring Proposal;

(iii) execute or File any motion, objection, pleading, agreement, joinder, instrument, order, form, or other document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement or the Plan;

(iv) initiate, direct any other Person or Entity to initiate, or have initiated on its behalf, any litigation or proceeding of any kind with respect to the Chapter 11 Cases, this Agreement, or the other Transactions contemplated herein against the Company Parties or the other Parties other than to enforce this Agreement, the Cash Collateral Order, or any other Definitive Document or as otherwise permitted under this Agreement;

(v) exercise, or direct any other Person to exercise, any right or remedy for the enforcement, collection, or recovery of any of Company Claims/Interests, including, without limitation, any right or remedy under the Credit Agreements that is inconsistent with this Agreement, except as permitted by the Cash Collateral Order or other Definitive Document;

(vi) object to, delay, impede, or take any other action to interfere with the Company Parties' ownership and possession of their assets, wherever located, or interfere with the automatic stay arising under section 362 of the Bankruptcy Code, except to the extent permitted under the Cash Collateral Order or any other Definitive Document; or

(vii) take any action that is inconsistent in any material respect with the Transactions.

(viii) Notwithstanding anything to the contrary contained in Section 4 of this Agreement or otherwise, nothing herein shall or shall be construed to limit, impair, modify, or prejudice the rights, claims, and remedies available to the Consenting ABL Lenders, the Consenting Term Loan Lenders, or the Consenting Subordinated Loan Lenders under the Cash Collateral Order.

4.02. Commitments with Respect to Chapter 11 Cases.

(a) During the Agreement Effective Period, each Consenting Lender that is entitled to vote to accept or reject the Plan pursuant to its terms agrees that it shall, subject to receipt by such Consenting Lender, whether before or after the commencement of the Chapter 11 Cases, of the Solicitation Materials:

(i) vote each of its Company Claims/Interests to accept the Plan by delivering its duly executed and completed ballot accepting the Plan on a timely basis following the commencement of the solicitation of the Plan and its actual receipt of the Solicitation Materials and the ballot;

(ii) to the extent that it is permitted to elect to opt out of the releases set forth in the Plan, elect not to opt out of or object to such releases set forth in the Plan by timely delivering its duly executed and completed ballot(s) indicating such election;

(iii) to the extent that it is permitted to elect to opt in to the releases in the Plan, agree to opt in to and not object to such releases set forth in the Plan by timely delivering its duly executed and completed ballot(s) indicating such election;

(iv) not change, withdraw, amend, or revoke (or cause to be changed, withdrawn, amended, or revoked) any vote or election referred to in clauses (i) through (iii) above during the Agreement Effective Period; and

(v) support and take all actions reasonably requested by the Company Parties to facilitate approval of the Disclosure Statement, solicitation of the Plan, and Confirmation and Consummation of the Plan.

(b) During the Agreement Effective Period, each Consenting Lender, in respect of each of its Company Claims/Interests, as applicable, will support, and will not directly or indirectly object to, delay, impede, or take any other action to interfere with any motion or other pleading or document Filed by a Company Party in the Bankruptcy Court that is consistent with this Agreement, except to the extent such objection or action is taken in accordance with the Cash Collateral Order or any other Definitive Document.

(c) During the Agreement Effective Period, the Consenting Lenders, as applicable, will consent to, and direct the Agents to consent to, the Company Parties' use of their Cash Collateral pursuant to the Cash Collateral Order.

Section 5. *Additional Provisions Regarding the Consenting Lenders' Commitments.*

Notwithstanding anything contained in this Agreement, nothing in this Agreement shall: (a) affect the ability of any Consenting Lender to consult with any other Consenting Lender, the Company Parties, or any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee); (b) impair or waive the rights of any Consenting Lender to assert or raise any objection permitted under this Agreement or under the Cash Collateral Order in connection with the Transactions or under the Definitive Documents; (c) prevent any Consenting Lender from enforcing any of its rights and remedies under this Agreement, the Cash Collateral Order, or any other Definitive Document, or asserting or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement, the Cash Collateral Order, or any other Definitive Document; (d) limit the rights of a Consenting Lender under the Chapter 11 Cases, including appearing as a party in interest in any matter to be adjudicated in order to be heard concerning any matter arising in the Chapter 11 Cases, in each case, so long as the exercise of any such right is not inconsistent with such Consenting Lender's obligations under Sections 4 and 5 of this Agreement, the Cash Collateral Order or any other Definitive Document; (e) limit the ability of a Consenting Lender to purchase, sell, or enter into any transactions regarding the company Claims/Interests Claims, subject to the terms hereof; (f) constitute a waiver or amendment of any term or provision of the Credit Agreements or any of the other Loan Documents (as defined in the Credit Agreements); (g) constitute a termination or release of any liens on, or security interests in, any of the assets or properties of the Company Parties that secure the obligations under the Credit

Agreements or any of the other Loan Documents (as defined in the Credit Agreements); (h) except as and to the extent explicitly set forth in this Agreement, any Definitive Document, or as otherwise expressly agreed (email being sufficient), require any Consenting Lender to incur, assume, become liable in respect of, or suffer to exist any expenses, liabilities, or other obligations, or agree to or become bound by any commitments, undertakings, concessions, indemnities, or other arrangements that could result in expenses, liabilities, or other obligations to such Consenting Lender to the extent the foregoing are not reimbursed pursuant to the Cash Collateral Order; (i) prevent a Consenting Lender from taking any action that is required to comply with applicable Law; *provided* that if any Consenting Lender proposes to take any action that is otherwise inconsistent with this Agreement or the Transactions to comply with applicable Law, such Consenting Lender shall provide, to the extent commercially reasonable without violating applicable Law, at least five Business Days' advance, written notice to the Parties; (j) prohibit any Consenting Lender from taking any action that is not in contravention of this Agreement or the Transactions; or (k) contravene any Credit Agreement made by and between any Consenting Lender and non-debtor party (other than any violation triggered by or related to the preparation for, commencement of, or prosecution of the Chapter 11 Cases, the negotiation, execution, entry into, or performance under this Restructuring Support Agreement, or the negotiation, entry into, or effectuation of the Transactions).

Section 6. *Commitments of the Company Parties.*

6.01. Affirmative Commitments. Except as set forth in Section 7, during the Agreement Effective Period, the Company Parties agree to:

(a) support and take all steps reasonably necessary and desirable to consummate the Transactions in accordance with this Agreement;

(b) (i) pursue, consummate, and implement the Transactions on the terms and in accordance with the Milestones set forth in this Agreement, including by negotiating the Definitive Documents in good faith, and (ii) cooperate, as necessary, with the Consenting Lenders to obtain necessary Bankruptcy Court approvals of the Definitive Documents to consummate the Transactions;

(c) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Transactions contemplated herein, take all steps reasonably necessary and desirable to address any such impediment, and to negotiate in good faith with the Consenting Lenders regarding reasonable and appropriate additional or alternative provisions to address any such impediment;

(d) use commercially reasonable efforts to obtain any and all required regulatory and/or third-party approvals for the Transactions;

(e) negotiate in good faith and use commercially reasonable efforts to execute and deliver the Definitive Documents and any other required agreements to effectuate and consummate the Transactions as contemplated by this Agreement;

(f) timely oppose any objections filed with respect to the Bankruptcy Court's approval of any of the Definitive Documents;

(g) (i) provide drafts of the Disclosure Statement, the Plan, any other Solicitation Materials, and each other Definitive Document to, and afford a reasonable opportunity for comment and review of such documents by, the Consenting Lenders, (ii) consult in good faith with the Consenting Lenders regarding the form and substance of the Disclosure Statement and other Solicitation Materials, the Plan, and each other Definitive Document, sufficiently in advance of the filing, execution, distribution, or use (as applicable) thereof and not file, execute, distribute, or use (as applicable) the Disclosure Statement, other Solicitation Materials, the Plan, and each other Definitive Document unless such document is consistent with this Agreement and otherwise in form and substance reasonably acceptable in accordance with Section 3.02 of this Agreement, and (iii) negotiate in good faith, execute, perform their obligations under, and consummate the transactions contemplated by, the Definitive Documents to which the respective Company Parties are (or will be) a party or are otherwise bound by the provisions thereof;

(h) promptly notify the Consenting Lenders in writing (electronic mail being sufficient) of any breach by any of the Company Parties in any respect of any of their obligations, representations, warranties, or covenants set forth in this Agreement or the Definitive Documents;

(i) inform counsel to the Consenting Lenders reasonably promptly after becoming aware of any matter or circumstance which it knows, or believes is likely, to be a material impediment to the implementation or consummation of the Transactions;

(j) to otherwise comply with all obligations to the Consenting Lenders, including reporting and notice requirements, set forth in the Cash Collateral Order;

(k) seek additional support for the Transactions from their other material stakeholders to the extent reasonably prudent; and

(l) provide counsel for the Consenting Lenders a reasonable opportunity to review draft copies of all First Day Pleadings.

6.02. Negative Commitments. Except as set forth in Section 7, during the Agreement Effective Period (or beyond such period to the extent provided for under the Cash Collateral Order), each of the Company Parties shall not directly or indirectly:

(a) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Transactions;

(b) take any action that is inconsistent in any material respect with, or is intended to frustrate or impede approval, implementation and consummation of the Transactions described in, this Agreement or the Plan;

(c) file or otherwise support, encourage, seek, solicit, pursue, initiate, assist, join, or participate in any challenge to the validity, enforceability, perfection or priority of, or any action seeking avoidance, claw-back, recharacterization or subordination of, any portion of the ABL Claims, Term Loan Claims, or Subordinated Loan Claims (or the liens or collateral in respect thereof) of the Consenting Lenders;

(d) modify the Plan, in whole or in part, in a manner that is not consistent with this Agreement in all material respects;

(e) except to the extent permitted by Section 7.02 hereof, seek, solicit, support, encourage, propose, assist, consent to, vote for, enter into, or participate in any discussions, agreements, understandings, or other arrangements with any Person regarding, pursue, or consummate, any Alternative Restructuring Transaction;

(f) consummate the Transactions unless each of the applicable conditions to the consummation of such transactions set forth in this Agreement (including the Plan Term Sheet) and the other applicable Definitive Documents has been satisfied (or waived by the applicable party or parties, including the Required Consenting Lenders); or

(g) File any motion, pleading, or Definitive Documents with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement or the Plan.

Section 7. *Additional Provisions Regarding Company Parties' Commitments.*

7.01. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require a Company Party or the board of directors, board of managers, or similar governing body of a Company Party (including any disinterested manager of such governing body, as applicable), after consulting with counsel, to take any action or to refrain from taking any action with respect to the Transactions to the extent taking or failing to take such action would be inconsistent with applicable Law or its fiduciary obligations under applicable Law, and any such action or inaction pursuant to this Section 7.01 shall not be deemed to constitute a breach of this Agreement.

7.02. Notwithstanding anything to the contrary in this Agreement (but subject to Section 7.01), each Company Party and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the rights to: (a) consider, respond to, and facilitate Alternative Restructuring Proposals; (b) provide access to non-public information concerning any Company Party to any Entity or enter into Confidentiality Agreements or nondisclosure agreements with any Entity; (c) maintain or continue discussions or negotiations with respect to Alternative Restructuring Proposals; (d) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of Alternative Restructuring Proposals; and (e) enter into or continue discussions or negotiations with Holders of Claims against or Interests in a Company Party (including any Consenting Lender), any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee), or any other Entity regarding the Transactions or Alternative Restructuring Proposals.

7.03. Nothing in this Agreement shall (a) impair or waive the rights of any Company Party to assert or raise any objection permitted under this Agreement in connection with the Transactions; or (b) prevent any Company Party from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

Section 8. *Transfer of Interests and Securities.*

8.01. During the Agreement Effective Period, no Consenting Lender shall Transfer any ownership (including any beneficial ownership as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) in any Company Claims/Interests to any affiliated or unaffiliated party, including any party in which it may hold a direct or indirect beneficial interest, unless:

(a) in the case of any Company Claims/Interests, the authorized transferee is either (1) a “qualified institutional buyer” as defined in Rule 144A of the Securities Act, (2) a non-U.S. person in an offshore transaction as defined under Regulation S under the Securities Act, (3) an institutional “accredited investor” (as defined in the Rules), or (4) a Consenting Lender;

(b) either (i) the transferee executes and delivers to counsel to the Company Parties, at or before the time of the proposed Transfer, a Transfer Agreement or (ii) the transferee is a Consenting Lender and the transferee provides notice of such Transfer (including the amount and type of Company Claim/Interest transferred) to counsel to the Company Parties at or before the time of the proposed Transfer; and

(c) such Transfer shall not violate the terms of any order entered by the Bankruptcy Court with respect to the preservation of tax attributes.

8.02. Upon compliance with the requirements of Section 8.01, the transferee shall be deemed a Consenting Lender and a Party for all purposes under this Agreement, and all of the Company Claims/Interests then held (and subsequently acquired) by such transferee shall be subject to this Agreement. Upon the effectiveness of the Transfer, the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of the rights and obligations in respect of such transferred Company Claims/Interests.

8.03. This Agreement shall in no way be construed to preclude the Consenting Lenders from acquiring additional Company Claims/Interests; *provided, however*, that (a) such additional Company Claims/Interests shall automatically and immediately upon acquisition by a Consenting Lender be deemed subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given to counsel to the Company Parties or counsel to the Consenting Lenders) and (b) such Consenting Lender must provide notice of such acquisition (including (i) the amount and type of Company Claim/Interest acquired and (ii) whether such Company Claims/Interests were acquired from an existing Consenting Lender) to counsel to the Company Parties within five (5) Business Days of such acquisition.

8.04. This Section 8 shall not impose any obligation on any Company Party to issue any “cleansing letter” or otherwise publicly disclose information for the purpose of enabling a Consenting Lender to Transfer any of its Company Claims/Interests. Notwithstanding anything to the contrary herein, to the extent a Company Party and another Party have entered into a Confidentiality Agreement, the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations otherwise arising under such Confidentiality Agreements.

8.05. Notwithstanding Section 8.01, a Qualified Marketmaker that acquires any Company Claims/Interests with the purpose and intent of acting as a Qualified Marketmaker for

such Company Claims/Interests shall not be required to execute and deliver a Transfer Agreement in respect of such Company Claims/Interests if (i) such Qualified Marketmaker subsequently transfers such Company Claims/Interests (by purchase, sale assignment, participation, or otherwise) within five (5) Business Days of its acquisition to a transferee that is an entity that is not an affiliate, affiliated fund, or affiliated entity with a common investment advisor; (ii) the transferee otherwise is a Permitted Transferee under Section 8.01; and (iii) the Transfer otherwise is a Permitted Transfer under Section 8.01. To the extent that a Consenting Lender is acting in its capacity as a Qualified Marketmaker, it may Transfer (by purchase, sale, assignment, participation, or otherwise) any right, title or interests in Company Claims/Interests that the Qualified Marketmaker acquires from a holder of the Company Claims/Interests who is not a Consenting Lender without the requirement that the transferee be a Permitted Transferee. Notwithstanding the foregoing, if, at the time of the proposed Transfer of such Company Claims/Interests to the Qualified Marketmaker, (i) such Company Claims/Interests may be voted on (A) the Plan or (B) any Alternative Restructuring Proposal, then the proposed transferor Consenting Lender must first vote such Company Claims/Interests in accordance with the requirements of Section 4 or (ii) such Company Claims/Interests have not yet been, and may not yet be, voted on the Plan or any Alternative Restructuring Proposal and such Qualified Marketmaker does not Transfer such Company Claims/Interests to a subsequent transferee prior to the Qualified Marketmaker Joinder Date, then such Qualified Marketmaker shall be required to (and the Transfer documentation to the Qualified Marketmaker shall have provided that it shall), on the first (1st) Business Day immediately following the Qualified Marketmaker Joinder Date, become a Consenting Lender with respect to such Company Claims/Interests in accordance with the terms hereof; provided that, with respect to clause (ii) of the foregoing, the Qualified Marketmaker shall automatically, and without further notice or action, no longer be a Consenting Lender with respect to such Company Claims/ Interests at such time that the transferee of such Company Claims/Interests becomes a Consenting Lender with respect to such Company Claims/Interests.

8.06. Notwithstanding anything to the contrary in this Section 8, the restrictions on Transfer set forth in this Section 8 shall not apply to the grant of any liens or encumbrances on any claims and interests in favor of a bank or broker-dealer holding custody of such claims and interests in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such claims and interests.

8.07. Any Transfer in violation of this Section 8 shall be void *ab initio*.

Section 9. *Representations and Warranties of Consenting Lenders.* Each Consenting Lender severally, and not jointly, represents and warrants that, in addition to the representations and warranties set forth in Section 10 hereof, as of the date such Consenting Lender executes and delivers this Agreement and as of the Plan Effective Date:

(a) it (i) is the beneficial or record owner of the face amount of the Company Claims/Interests or is the nominee, investment manager, or advisor for beneficial holders of the Company Claims/Interests reflected in such Consenting Lender's signature page to this Agreement or a joinder or Transfer Agreement, as applicable, (ii) has not Transferred, or agreed to Transfer (other than in accordance with Section 10 of this Agreement), in whole or in part, any Claim or Cause of Action with respect to its Company Claims/Interests that is subject to the releases contemplated by the Transactions, and (iii) having made reasonable inquiry, is not the beneficial

or record owner of any ABL Claims, Term Loan Claims, or Subordinated Loan Claims, other than those reflected in such Consenting Lenders' signature page to this Agreement or a Transfer Agreement, as applicable (as may be updated pursuant to Section 8), as applicable;

(b) it has the full power and authority to act on behalf of, vote, and consent to matters concerning, such Company Claims/Interests;

(c) such Company Claims/Interests are, and will be on the Plan Effective Date, free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition, transfer, or encumbrances of any kind, that would adversely affect in any way such Consenting Lender's ability to perform any of its obligations under this Agreement at the time such obligations are required to be performed;

(d) it has the full power to vote, approve changes to, and transfer all of its Company Claims/Interests referable to it as contemplated by this Agreement subject to the applicable Credit Agreement and applicable Law;

(e) it has not relied upon any other Party in deciding to enter into this Agreement and has instead made its own independent analysis and decision to enter into this Agreement;

(f) it has made no prior assignment, sale, participation, grant, conveyance, or other Transfer of, and has not entered into any agreement to assign, sell, participate, grant, convey, or otherwise Transfer, in whole or in part, any portion of its rights, titles, or interests in any Company Claims/Interests that is inconsistent in any material respect with the representations and warranties of such Consenting Lender herein or would render such Consenting Lender otherwise unable to comply with this Agreement and perform its obligations hereunder; and

(g) solely with respect to holders of Company Claims/Interests, (i) it is either (A) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (B) not a U.S. person (as defined in Regulation S of the Securities Act), or (C) an institutional accredited investor (as defined in the Rules), and (ii) any securities acquired by the Consenting Lender in connection with the Transactions will have been acquired for investment and not with a view to distribution or resale in violation of the Securities Act.

Section 10. *Mutual Representations, Warranties, and Covenants.* Each of the Parties represents, warrants, and covenants to each other Party, as of the date such Party executed and delivers this Agreement:

(a) it is validly existing and in good standing under the Laws of the jurisdiction of its organization, and this Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) except as expressly provided in this Agreement, the Plan, and the Bankruptcy Code, no consent or approval is required by any other person or entity in order for it to effectuate the Transactions contemplated by, and perform its respective obligations under, this Agreement;

(c) the entry into and performance by it of, and the transactions contemplated by, this Agreement do not, and will not, conflict in any material respect with any Law or regulation applicable to it or with any of its articles of association, memorandum of association or other constitutional documents;

(d) except as expressly provided in this Agreement, it has (or will have, at the relevant time) all requisite corporate or other power and authority to enter into, execute, and deliver this Agreement and to effectuate the Transactions contemplated by, and perform its respective obligations under, this Agreement; and

(e) except as expressly provided by this Agreement, it is not party to any restructuring or similar agreements or arrangements with the other Parties to this Agreement that have not been disclosed to all Parties to this Agreement.

Section 11. Termination Events.

11.01. Consenting Lender Termination Events. This Agreement may be terminated (a) with respect to the Consenting ABL Lenders, by the Required Consenting ABL Lenders, (b) with respect to the Consenting Term Loan Lenders, by the Required Consenting Term Loan Lenders, and (c) with respect to the Consenting Subordinated Loan Lenders, by the Required Consenting Subordinated Loan Lenders, in each case, by the delivery to the Company Parties of a written notice in accordance with Section 14.10 hereof upon the occurrence of the following events:

(a) the breach in any material respect by a Company Party of any of the representations, warranties, or covenants of the Company Parties set forth in this Agreement that (i) is materially adverse to the Consenting Lenders seeking termination pursuant to this provision and (ii) remains uncured for ten (10) Business Days after such terminating Consenting Lenders transmit a written notice in accordance with Section 14.10 hereof detailing any such breach;

(b) any of the Milestones (as may have been extended in accordance with Section 16) is not achieved, except where such Milestone has been waived by the Required Consenting Lenders; provided that the right to terminate this Agreement under this Section 11.01(b) shall not be available to the Required Consenting Lenders if the failure of such Milestone to be achieved is caused by, or results from, the material breach by any terminating Required Consenting Lender(s) of its covenants, agreements, or other obligations under this Agreement;

(c) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any Final Order that (i) enjoins the consummation of a material portion of the Transactions and (ii) remains in effect for fifteen (15) Business Days after such terminating Consenting Lenders transmit a written notice in accordance with Section 14.10 hereof detailing any such issuance; *provided*, that this termination right may not be exercised by any Party that sought or requested such Final Order in contravention of any obligation set out in this Agreement;

(d) termination of the Company Parties' right to use cash collateral under the Cash Collateral Order or upon any authorization of the Company Parties to use cash collateral without the prior consent and approval of the Required Consenting Lenders;

(e) the Bankruptcy Court grants relief that (i) is inconsistent with this Agreement or the Restructuring Term Sheet in any material respect, or (ii) would, or would reasonably be expected to, frustrate the purposes of this Agreement, including by entering an order denying confirmation of the Plan or disallowing a material provision thereof (without the consent of the Required Consenting Lenders), unless the order granting such relief has been stayed, modified, or reversed within 14 days after such terminating Consenting Lender(s) delivers a written notice in accordance with Section 15.10 hereof; or

(f) the entry of a Final Order by the Bankruptcy Court, or the filing of a motion or application by any Company Party seeking an order (without the prior written consent of the Required Consenting Lenders, not to be unreasonably withheld), (i) converting one or more of the Chapter 11 Cases of a Company Party to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of a Company Party, or (iii) rejecting this Agreement.

11.02. Company Party Termination Events. Any Company Party may terminate this Agreement as to all Parties upon prior written notice to all Parties in accordance with Section 14.10 hereof upon the occurrence of any of the following events:

(a) the breach in any material respect by one or more of the Consenting Lenders of any provision set forth in this Agreement that remains uncured for a period of fifteen (15) Business Days after the receipt by the Consenting Lenders of notice of such breach;

(b) the board of directors, board of managers, or such similar governing body of any Company Party determines, after consulting with counsel, (i) that proceeding with any of the Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law or (ii) in the exercise of its fiduciary duties, to pursue an Alternative Restructuring Proposal;

(c) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any Final Order that (i) enjoins the consummation of a material portion of the Transactions and (ii) remains in effect for thirty (30) Business Days after such terminating Company Party transmits a written notice in accordance with Section 14.10 hereof detailing any such issuance; *provided*, that this termination right shall not apply to or be exercised by any Company Party that sought or requested such ruling or order in contravention of any obligation or restriction set out in this Agreement; or

(d) the Bankruptcy Court enters a Final Order denying confirmation of the Plan.

11.03. Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among all of the following: (a) the Required Consenting Lenders; and (b) each Company Party.

11.04. Automatic Termination. This Agreement shall terminate automatically without any further required action or notice immediately after the Plan Effective Date.

11.05. Effect of Termination. Upon the occurrence of a Termination Date as to a Party, this Agreement shall be of no further force and effect as to such Party, and each Party subject to

such termination shall be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had, had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Transactions or otherwise, that it would have been entitled to take had it not entered into this Agreement, including with respect to any and all Claims or causes of action; *provided, however*, that in no event shall any such termination relieve any Party from (i) liability for its breach or non-performance if its obligations under this Agreement prior to the applicable Termination Date or (ii) obligations which by their terms expressly survive termination of this Agreement. Upon the occurrence of a Termination Date prior to the Confirmation Order being entered by a Bankruptcy Court, any and all consents or ballots tendered by the Parties subject to such termination before a Termination Date shall be deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Transactions and this Agreement or otherwise; *provided, however*, any Consenting Lender withdrawing or changing its vote pursuant to this Section 11.05 shall promptly provide written notice of such withdrawal or change to each other Party to this Agreement and, if such withdrawal or change occurs on or after the Petition Date, File notice of such withdrawal or change with the Bankruptcy Court. Nothing in this Agreement shall be construed as prohibiting a Company Party or any of the Consenting Lenders from contesting whether any such termination is in accordance with its terms or to seek enforcement of any rights under this Agreement that arose or existed before a Termination Date. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict (a) any right of any Company Party or the ability of any Company Party to protect and reserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Consenting Lender, and (b) any right of any Consenting Lender, or the ability of any Consenting Lender, to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Company Party or Consenting Lender. No purported termination of this Agreement shall be effective under this Section 11.05 or otherwise if the Party seeking to terminate this Agreement is in material breach of this Agreement, except a termination pursuant to Section 11.02(b) or Section 11.02(d). Nothing in this Section 11.05 shall restrict any Company Party's right to terminate this Agreement in accordance with Section 11.02(b).

Section 12. *Amendments and Waivers.*

(a) This Agreement may not be modified, amended, or supplemented, and no condition or requirement of this Agreement may be waived, in any manner except in accordance with this Section 12.

(b) This Agreement may be modified, amended, or supplemented, or a condition or requirement of this Agreement may be waived, in a writing signed by: (a) each Company Party and (b) the following Parties, solely with respect to any modification, amendment, waiver or supplement that materially and adversely affects the rights of such Parties and unless otherwise specified in this Agreement: (i) the Required Consenting ABL Lenders; and (ii) the Required Consenting Term Loan Lenders, and (iii) the Required Consenting Subordinated Loan Lenders; *provided, however*, that if the proposed modification, amendment, waiver, or supplement has a material, disproportionate, and adverse effect on any of the Company Claims/Interests held by a Consenting Lender, then the consent of each such affected Consenting Lender shall also be required to effectuate such modification, amendment, waiver, or supplement.

(c) Any proposed modification, amendment, waiver or supplement that does not comply with this Section 12 shall be ineffective and void *ab initio*.

(d) The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power, or remedy by such Party preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power, or remedy. All remedies under this Agreement are cumulative and are not exclusive of any other remedies provided by Law.

Section 14. *Miscellaneous*

14.01. Acknowledgement. Notwithstanding any other provision herein, this Agreement is not and shall not be deemed to be an offer with respect to any securities or solicitation of votes for the acceptance of a chapter 11 plan for purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise. Any such offer or solicitation will be made only in compliance with all applicable securities Laws, provisions of the Bankruptcy Code, and/or other applicable Law.

14.02. Exhibits Incorporated by Reference; Conflicts. Each of the exhibits, annexes, signatures pages, and schedules attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include such exhibits, annexes, and schedules. In the event of any inconsistency between this Agreement (without reference to the exhibits, annexes, and schedules hereto) and the exhibits, annexes, and schedules hereto, this Agreement (without reference to the exhibits, annexes, and schedules thereto) shall govern.

14.03. Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate the Transactions, as applicable.

14.04. Complete Agreement. Except as otherwise explicitly provided herein, this Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, among the Parties with respect thereto, other than any Confidentiality Agreement.

14.05. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement, to the extent possible, in the Bankruptcy Court, and solely in connection with claims

² All releases and recipients of the Debtor release contemplated in this Agreement are subject to ongoing review and approval by the Disinterested Managers, including the results of any potential Investigation they may conduct.

arising under this Agreement: (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court; (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court; and (c) waives any objection that the Bankruptcy Court is an inconvenient forum or does not have jurisdiction over any Party hereto.

14.06. TRIAL BY JURY WAIVER. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

14.07. Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery; each such counterpart, when executed and delivered, shall be deemed an original, and all such counterparts, together, shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of such Party.

14.08. Rules of Construction. This Agreement is the product of negotiations among the Company Parties and the Consenting Lenders and in the enforcement or interpretation hereof is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof. The Company Parties and the Consenting Lenders were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

14.09. Successors and Assigns; Third Parties. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable. There are no third party beneficiaries under this Agreement, and the rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other person or entity.

14.10. Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier, or registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

(a) if to a Company Party, to:

Eddie Bauer LLC
6501 Legacy Drive, Suite B100
Plano, TX 75024

Attention: Glen Morris, Executive Vice President &
Chief Legal Officer
Dawn Wolverton, Secretary
E-mail address: glen.morris@catalystbrands.com
dawn.wolverton@catalystbrands.com

with copies to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022

Attention: Joshua A. Sussberg, P.C.
Matthew C. Fagen, P.C.
Oliver Paré

E-mail address: joshua.sussberg@kirkland.com
matthew.fagen@kirkland.com
oliver.pare@kirkland.com

(b) if to a Consenting ABL Lender, to the notice address provided on such Consenting ABL Lender's signature page

with copies to:

Otterbourg P.C.
230 Park Avenue
New York, New York 10169

Attention: Daniel F. Fiorillo
E-mail address: dfiorillo@otterbourg.com

(c) if to a Consenting Term Loan Lender, to the notice address provided on such Consenting Term Loan Lender's signature page

with copies to:

Ropes & Gray LLP
1211 Avenue of the Americas

New York, New York 10036-8704
Attention: Gregg Galardi
E-mail address: gregg.galardi@ropesgray.com

(d) if to a Consenting Subordinated Loan Lender, to the notice address provided on such Consenting Subordinated Loan Lender's signature page

with copies to:

Choate, Hall & Stewart LLP
Two International Place
Boston, Massachusetts 02110

Attention: Mark Silva
E-mail address: msilva@choate.com

Any notice given by delivery, mail, or courier shall be effective when received.

14.11. Independent Due Diligence and Decision Making. Each Consenting Lender hereby confirms that its decision to execute this Agreement has been based upon its independent

investigation of the operations, businesses, financial and other conditions, and prospects of the Company Parties.

14.12. Enforceability of Agreement. Each of the Parties to the extent enforceable waives any right to assert that the exercise of termination rights under this Agreement is subject to the automatic stay provisions of the Bankruptcy Code and expressly stipulates and consents hereunder to the prospective modification of the automatic stay provisions of the Bankruptcy Code for purposes of exercising termination rights under this Agreement, to the extent the Bankruptcy Court determines that such relief is required.

14.13. Waiver. If the Transactions are not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms or the payment of damages to which a Party may be entitled under this Agreement.

14.14. Specific Performance. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party, and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

14.15. Several, Not Joint, Claims. Except where otherwise specified, the agreements, representations, warranties, and obligations of the Parties under this Agreement are, in all respects, several and not joint.

14.16. Severability and Construction. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect if essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

14.17. Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at Law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

14.18. Capacities of Consenting Lenders. Each Consenting Lender has entered into this agreement on account of all Company Claims/Interests that it holds (directly or through discretionary accounts that it manages or advises) and, except where otherwise specified in this Agreement, shall take or refrain from taking all actions that it is obligated to take or refrain from taking under this Agreement with respect to all such Company Claims/Interests.

14.19. Survival. Notwithstanding (i) any Transfer of any Company Claims/Interests in accordance with this Agreement or (ii) the termination of this Agreement in accordance with its terms, the agreements and obligations of the Parties in Section 14 and the Confidentiality Agreements shall survive such Transfer and/or termination and shall continue in full force and

effect for the benefit of the Parties in accordance with the terms hereof and thereof. For the avoidance of doubt, the Parties acknowledge and agree that if this Agreement is terminated, any and all releases shall remain in full force and effect.

14.20. Email Consents. Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, pursuant to Section 3.02, Section 12, or otherwise, including a written approval by the Company Parties or the Required Consenting Lenders, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if it is conveyed in writing (including electronic mail) between each such Party's counsel without representations or warranties of any kind on behalf of such counsel.

Section 15. *Restructuring Term Sheet*

15.01. The Restructuring Term Sheet is expressly incorporated herein by reference and made a part of this Agreement as if fully set forth herein. The terms and conditions of the Transactions are set forth in the Restructuring Term Sheet; *provided* that the Restructuring Term Sheet is supplemented by the terms and conditions of this Agreement and the applicable Definitive Documents implementing the Transactions. In the event of any inconsistencies between the terms of this Agreement and the Restructuring Term Sheet, the Restructuring Term Sheet shall govern.

Section 16. *Milestones*

16.01. The Company Parties will comply with the following milestones (collectively, the "Milestones"):

16.02. (i) not later than February 9, 2026, the Petition Date shall have occurred;

16.03. (ii) not later than 5 days following the Petition Date, the Bankruptcy Court shall have entered (i) an order approving the Company Parties' use of Cash Collateral on an interim basis and (ii) an order, in form and substance reasonably acceptable to the ABL Lenders, authorizing the continuation of going-out-of-business sales with respect to all of the Debtors' business and store locations (the "Inventory Liquidation");

16.04. (iv) not later than 14 days following the Petition Date, the Company Parties shall have filed the Plan with the associated Disclosure Statement;

16.05. (v) not later than 22 days after the Petition Date, the deadline for submitting a qualified bid for the Sale Transaction shall have occurred (the "Bid Deadline");

16.06. (vi) if applicable, no later than 3 days after the Bid Deadline, an auction to consider approval of the Sale Transaction shall commence;

16.07. (vii) not later than 40 days following the Petition Date, the Bankruptcy Court shall have entered an order approving the Company Parties' use of Cash Collateral on a final basis;

16.08. (viii) if applicable, no later than 31 days after the Petition Date, the Bankruptcy Court shall hold a hearing to consider approval of the Sale Transaction;

16.09. (ix) not later than 35 days following the Petition Date, the Bankruptcy Court shall have entered an order approving the Disclosure Statement on a conditional basis;

16.10. (x) not later than 70 days following the Petition Date, the Bankruptcy Court shall have entered the Confirmation Order; and

16.11. (xi) not later than 75 days following the Petition Date, the Plan Effective Date shall have occurred.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

EXHIBIT A

Company Parties

1. SPARC EB Holdings LLC
2. Eddie Bauer LLC
3. Eddie Bauer Gift Card Services LLC
4. 13051269 Canada Inc.
5. Eddie Bauer of Canada Corporation

This is Exhibit “G” referred to in the Affidavit of Stephen Coulombe sworn remotely before me at the City of Toronto, in the Province of Ontario, while the deponent was located in the City of Boston, in the State of Massachusetts on February 9, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO # 79390S

PSEB LLC and Subsidiaries
 Consolidating Income statement
 (\$000s omitted)
 January 3, 2026

	Current Month					YTD				
	EBLLC -US 110	EBC 140	EBS 120	Rptg reclass 190/191	EB Consol	EBLLC -US 110	EBC 140	EBS 120	Rptg reclass 190/191	EB Consol
Net sales and other revenues	86,584	13,834	-	0	100,418	479,161	62,395	183	(0)	541,739
Cost of sales	86,584	13,834	-	0	100,418	479,161	62,395	183	(0)	541,739
Selling, general and administrative expenses	42,512	8,142	-	(0)	50,655	244,726	33,295	-	(0)	278,021
loss on extinguishment of debt	38,125	4,191	-	-	42,316	306,898	24,209	-	-	331,107
Operating income (Loss)	-	-	-	-	-	-	-	-	-	-
Interest expense (income)	5,946	1,501	-	\$0	\$7,447	(72,464)	4,892	183	(\$0)	(\$67,389)
Income (Loss) before income tax expense	-	-	-	-	-	(408)	-	-	-	(408)
Income tax expense	5,946	1,501	-	0	7,447	(72,056)	4,892	183	(0)	(66,982)
Net earnings	198	-	-	-	198	199	(86)	-	-	113
	\$5,748	\$1,501	\$0	0	7,249	(\$72,255)	\$4,978	\$183	(0)	(67,094)
Check	5,748	1,501	-	(0)	7,249	(72,255)	4,978	183	(0)	(67,094)
	-	-	-	0	0	0	-	-	0	0

EB LLC and Subsidiaries
Consolidating Balance Sheet
January 3, 2026

	Eddie Bauer LLC 110	Eddie Bauer of Canada Corporation 140	Eddie Bauer Gift Card Services LLC 120	Eddie Bauer International Holdings LLC-Rptg elim and rcls 181	EBLLC Catalog Returns to Stores and ship from stores -Manage 190	EBLLC Catalog Returns to Stores and ship from stores -Manage 191	EB Consol	Adjustments	EB Consol	
ASSETS:										
100 02-Cash	7,556	26,365	-	-	-	-	33,921	-	33,921	02-Cash
100 02A-CC Receivable	3,328	1,686	-	-	-	-	5,014	-	5,014	02A-CC Receivable
110 03-Trade receivables, net	30,322	25	-	-	-	-	30,347	-	30,347	03-Trade receivables, net
130 04-Inventory	88,078	4,052	-	-	-	-	92,130	-	92,130	04-Inventory
140 05-Prepays & Other C	5,699	(70)	-	-	-	-	5,629	-	5,629	05-Prepays & Other Current Assets
150	134,983	32,058	-	-	-	-	167,041	-	167,041	
170 07-ROU Asset-Net	56,949	2,963	-	-	-	-	59,912	-	59,912	07-ROU Asset-Net
160 08-Property-net	10,534	527	-	-	-	-	11,061	-	11,061	08-Property-net
180 09-Goodwill	21,853	(315)	-	-	-	0	21,537	0	21,537	09-Goodwill
190 12-Other non-current	2,657	14	-	-	-	-	2,671	-	2,671	12-Other non-current assets
	\$ 226,976	\$ 35,246	\$ -	\$ -	\$ -	\$ 0	\$ 262,222	\$ 0	\$ 262,222	
LIABILITIES:										
200 14-Accounts Payable	(1,208)	6,731	-	-	-	-	5,522	-	5,522	14-Accounts Payable
210 17-Accrued Expense	56,776	6,729	-	-	-	0	63,505	-	63,505	17-Accrued Expense
230 15-Short term lease lia	27,929	1,910	-	-	-	-	29,839	-	29,839	15-Short term lease liability
25-Gift Card Liability	-	1,214	6,696	-	-	-	7,910	-	7,910	25-Gift Card Liability
	83,497	16,584	6,696	-	-	0	106,776	-	106,776	
20-Long-term lease lia	30,837	1,257	-	-	-	-	32,093	-	32,093	20-Long-term lease liability-net
250 21-Deferred rent and i	(10,010)	26,783	(827)	-	(54)	(2)	15,890	(2)	15,888	21-Deferred rent and other liabilities
280 26-Due to/from SPARC	196,761	(1)	-	-	-	-	196,760	-	196,760	26-Due to/from SPARC
	\$ 301,084	\$ 44,623	\$ 5,869	\$ -	\$ (54)	\$ (2)	\$ 351,519	\$ (2)	\$ 351,517	
STOCKHOLDERS' EQUITY:										
291 27-Member's Equity	60,789	11,657	-	-	-	-	72,446	-	72,446	27-Member's Equity
292 29-Distribution of Equ	-	-	-	-	-	-	-	-	-	29-Distribution of Equity
294 30-Retained earnings	(\$134,642)	(\$16,029)	(7,916)	-	(0)	0	(158,587)	-	(158,587)	30-Retained earnings
290 28-Other comprehens	-	(3,223)	-	-	-	(12)	(3,235)	-	(3,235)	28-Other comprehensive income
	(73,853)	(7,595)	(7,916)	-	(0)	(11)	(89,376)	-	(89,376)	
	\$ 227,230	\$ 37,028	\$ (2,047)	\$ -	\$ (54)	\$ (14)	\$ 262,144	\$ (2)	\$ 262,141	
Proof = 0 (Assets = Liab+Equity)	255	1,782	(2,047)	-	(54)	(14)	(78)	(2)	(81)	
1 01-Suspense	255	1,782	(2,047)	-	(0)	0	(11)	0	(11)	

This is Exhibit “H” referred to in the Affidavit of Stephen Coulombe sworn remotely before me at the City of Toronto, in the Province of Ontario, while the deponent was located in the City of Boston, in the State of Massachusetts on February 9, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO # 79390S

CANADIAN LIMITED GUARANTEE AND COLLATERAL AGREEMENT

dated as of February 8, 2026

among

SPARC EB HOLDINGS LLC,
as a Grantor

**EDDIE BAUER OF CANADA CORPORATION, 13051269 CANADA INC. AND THE
OTHER SUBSIDIARIES FROM TIME TO TIME PARTY HERETO,**
as Guarantors and Grantors

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

TABLE OF CONTENTS

	Page
ARTICLE I Definitions	2
Section 1.01 Credit Agreement.....	2
Section 1.02 Other Defined Terms	2
ARTICLE II Guarantee.....	7
Section 2.01 Guarantee	7
Section 2.02 Guarantee of Payment.....	7
Section 2.03 No Limitations, Etc.....	8
Section 2.04 Reinstatement.....	9
Section 2.05 Agreement To Pay; Subrogation.....	9
Section 2.06 Information	9
ARTICLE III Security Interest	9
Section 3.01 Security Interest	9
Section 3.02 Representations and Warranties.....	13
Section 3.03 Covenants.....	15
Section 3.04 ULC Shares.....	19
ARTICLE IV Remedies.....	20
Section 4.01 Remedies upon Default.....	20
Section 4.02 Application of Proceeds.....	22
Section 4.03 Grantor’s Obligations Upon Default.....	22
Section 4.04 Grant of License to Use Intellectual Property.....	23
Section 4.05 Appointment of Receiver.....	24
ARTICLE V Indemnity, Subrogation and Subordination	24
Section 5.01 Indemnity and Subrogation.....	24
Section 5.02 Contribution and Subrogation.....	25
Section 5.03 Subordination.....	25
ARTICLE VI Miscellaneous	25
Section 6.01 Notices	25
Section 6.02 Rights Absolute.....	25
Section 6.03 Survival of Agreement.....	26
Section 6.04 Binding Effect; Several Agreement	26
Section 6.05 Successors and Assigns.....	26
Section 6.06 Fees and Expenses; Indemnification.....	26
Section 6.07 Administrative Agent Appointed Attorney-in-Fact	27
Section 6.08 Applicable Law	27
Section 6.09 Waivers; Amendment	27
Section 6.10 WAIVER OF JURY TRIAL.....	28
Section 6.11 Severability	28
Section 6.12 Counterparts.....	28

Section 6.13	Headings	29
Section 6.14	Jurisdiction; Consent to Service of Process	29
Section 6.15	Termination or Release	29
Section 6.16	Additional Parties.....	30
Section 6.17	Right of Setoff.....	30
Section 6.22	Intercreditor Agreements	32

SCHEDULE I	Subsidiary Grantors
SCHEDULE II	Subsidiary Guarantors
SCHEDULE III	Jurisdiction of Assets and Names
EXHIBIT A	Form of Joinder Supplement

CANADIAN LIMITED GUARANTEE AND COLLATERAL AGREEMENT, dated as of February 8, 2026 (this “Agreement”), among **SPARC EB HOLDINGS LLC**, a Delaware limited liability company, **EDDIE BAUER OF CANADA CORPORATION**, a corporation organized under the federal laws of Canada (“EBC”), **13051269 CANADA INC.**, a corporation organized under the federal laws of Canada (“1305”), and the other Restricted Subsidiaries of Penney Intermediate Holdings LLC (“Holdings”) that become party hereto pursuant to Section 6.16 hereof and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as administrative agent and collateral agent (in such capacities, including any successor thereto in such capacities, the “Administrative Agent”) for the Secured Parties (as defined below).

PRELIMINARY STATEMENTS

A. Reference is made to that certain Credit Agreement, dated as of December 7, 2020 (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among (a) Holdings, (b) Penney Borrower LLC, a Delaware limited liability company (the “Lead Borrower”), (c) each other Restricted Subsidiary of Holdings party thereto as a Borrower, (d) each other Restricted Subsidiary of Holdings party thereto as a Subsidiary Guarantor, (e) each Lender and Issuing Bank from time to time party thereto and (f) the Administrative Agent.

B. The Lenders, the Issuing Banks and the other Secured Parties have made Loans, Letters of Credit and other extensions of credit available to the Borrowers, and, as contemplated in the Credit Agreement, Holdings and its Restricted Subsidiaries, in each case, subject to the terms and conditions set forth in the Credit Agreement.

C. In the ordinary course of business, EBC and 1305 relies heavily on the Borrowers, Holdings and/or the Restricted Subsidiaries to provide operational, licensing, and business support critical to the Canadian business. In consideration for, among other things, the Lenders, the Issuing Banks and the other Secured Parties agreeing to forbear from exercising rights and remedies in respect of defaults under the Credit Agreement pursuant to the terms of that certain Limited Consent and Seventh Amendment to the Credit Agreement dated as of the date hereof (the “Amendment”), and to preserve the prospect of a going concern outcome for the Canadian business, each of EBC and 1305 has agreed to execute and deliver this Agreement.

D. The obligations of the Lenders, the Issuing Banks and the other Secured Parties to (i) forbear from exercising their rights and remedies in respect of the defaults under the Credit Agreement pursuant to the Amendment, (ii) to continue to make such Loans, Letters of Credit and other extensions of credit available to the Borrowers, and, as contemplated in the Credit Agreement, Holdings and its Restricted Subsidiaries, and (iii) enter into the Amendment, are in each case, conditioned upon, among other things, the execution and delivery of this Agreement by each Grantor and Guarantor.

E. In order to induce the Lenders, the Issuing Banks and the other Secured Parties to (i) forbear from exercising their rights and remedies in respect of defaults under the Credit Agreement pursuant to the Amendment, (ii) continue to make such Loans, Letters of Credit and other extensions of credit available to the Borrowers, and (iii) enter into the Amendment, the undersigned Grantors and Guarantors are willing to execute and deliver this Agreement.

Accordingly, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE I
Definitions

Section 1.01 Credit Agreement.

(a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement (as defined herein). All terms defined in the PPSA or STA, as applicable, and not defined in this Agreement have the meanings specified therein; the term “instrument” shall have the meaning specified in the PPSA.

(b) The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement.

Section 1.02 Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“Accounts” means all Accounts of any Grantor.

“Additional Term Loan Collateral” has the meaning assigned to such term in Section 3.01(e).

“Agents” means the Administrative Agent and the LC Agent, as each such term is defined in the Credit Agreement.

“Bankruptcy Code” means title 11 of the United States Code, as in effect from time to time.

“Collateral” has the meaning assigned to such term in Section 3.01.

“Copyright Licenses” means any agreement now or hereafter in existence naming any Grantor as licensee granting any license right under any Copyright.

“Copyrights” means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all copyright rights in any work subject to the copyright laws of Canada, the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in Canada, the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the Canadian Intellectual Property Office or United States Copyright Office (or any similar office in any other country).

“Current Asset Collateral” means the ABL Priority Collateral (as defined in the Term Loan Intercreditor Agreement, as in effect on the date hereof).

“Credit Agreement” has the meaning assigned to such term in the preliminary statements to this Agreement.

“Debtor Relief Laws” means the Bankruptcy Code, the Bankruptcy and Insolvency Act (Canada), the Companies’ Creditors Arrangement Act (Canada), the Winding-Up and Restructuring Act (Canada), and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization (including, without limitation, by way of administration, scheme of arrangement, restructuring plan, voluntary arrangement, winding-up, administrative receivership or otherwise), or similar debtor relief Laws of Canada, the United States (or any of their respective political subdivisions) or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally, including any proceeding under Canadian corporate law (including any province or territory therein) whereby a corporation seeks a stay or a compromise of the claims of its creditors against it.

“Deposit Account” means any demand, time, savings, passbook or like account maintained with a depository institution.

“Distributions” means, collectively, with respect to each Grantor, all Restricted Payments from time to time received, receivable or otherwise distributed to such Grantor in respect of or in exchange for any or all of the Intercompany Notes.

“Dollars”, “dollars” or “\$” refers to lawful money of the United States of America.

“EB US Loan Parties” means, collectively, SPARC EB Holdings LLC and each of its subsidiaries which is incorporated, organized or otherwise formed under the laws of the United States of America or any political subdivision thereof.

“Excluded Asset” means any asset of any Grantor excluded from the security interest hereunder by virtue of Section 3.01(b) but only to the extent, and for so long as, so excluded thereunder.

“Goodwill” means, collectively, with respect to each Grantor, the goodwill connected with such Grantor’s business including, without limitation, (a) all goodwill connected with the use of and symbolized by any of the Intellectual Property Collateral in which such Grantor has any interest, (b) all know-how, trade secrets, customer and supplier lists, proprietary information, inventions, methods, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, confidential information and the right to limit the use or disclosure thereof by any Person, pricing and cost information, business and marketing plans and proposals, consulting agreements, engineering contracts and such other assets which relate to such goodwill and (c) all goodwill connected with all product lines of such Grantor’s business.

“Governmental Authority” has the meaning assigned to such term in the Credit Agreement.

“Grantors” means SPARC EB Holdings LLC, Eddie Bauer of Canada Corporation, 13051269 Canada Inc. and each other person that becomes party hereto as a Subsidiary Grantor from time to time.

“Guarantors” means Eddie Bauer of Canada Corporation, 13051269 Canada Inc. and each other person that becomes party hereto as a Subsidiary Guarantor from time to time.

“Industrial Design License” means any written agreement, now or hereafter in effect, providing for the grant to any Grantor of any license right to use any Industrial Design.

“Industrial Designs” means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all industrial designs, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the Canadian Intellectual Property Office or in any similar office or agency in any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

“Intellectual Property” means all Patents, Copyrights, Industrial Designs, Trademarks and trade secrets.

“Intellectual Property Collateral” shall mean, collectively, the Patents, Industrial Designs, Trademarks, Copyrights, Licenses and Goodwill, in each case of the foregoing, only to the extent existing or arising under the laws of Canada, the United States or any state, province, district, or territory thereof, including any Intellectual Property issued, registered, applied for or filed by, to or with any Governmental Authority in any such jurisdiction or with any authorized registrar of domain names with respect to any such jurisdiction.

“Intercompany Notes” means, with respect to each Grantor, all intercompany notes at any time evidencing any Indebtedness between or among any Grantors or Indebtedness owing to any Grantor from a Subsidiary of Holdings and all certificates, instruments or agreements evidencing such intercompany notes, and all assignments, amendments, restatements, supplements, extensions, renewals, replacements or modifications thereof to the extent permitted pursuant to the terms hereof.

“Inventory” means all inventory of any Grantor other than consignment inventory.

“Letter-of-Credit Rights” means a right to payment or performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance.

“Licenses” shall mean, collectively, with respect to each Grantor, all Copyright Licenses, Industrial Design Licenses, Patent Licenses and Trademark Licenses, in each case of the foregoing, only to the extent such Licenses pertain to Patents, Trademarks, Industrial Designs, Copyrights, or Goodwill existing or arising under the laws of Canada, the United States or any state, province, district, or territory thereof, including any Intellectual Property issued, registered, applied for or filed by, to or with any Governmental Authority in any such jurisdiction or with any authorized registrar of domain names with respect to any such jurisdiction.

“Loan Document Obligations” has the meaning assigned to such term in the Credit Agreement.

“Maximum Guaranteed Amount” means an amount equal to \$6,384,000.

“Obligations” has the meaning assigned to such term in the Credit Agreement.

“Parties” means the Grantors and the Guarantors.

“Patent License” means all agreements now or hereafter in existence providing for the grant to any Grantor of any license right to manufacture, use or sell any invention covered in whole or in part by a Patent.

“Patents” means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all letters patent of Canada, the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of Canada, the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the Canadian Intellectual Property Office, the United States Patent and Trademark Office or any similar offices in any other country, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof.

“Payment Intangibles” means payment intangibles arising from the sale of inventory or arising out of a credit card, debit card, prepaid card, or other payment card transaction.

“Perfection Certificate” has the meaning assigned to such term in the Credit Agreement.

“PPSA” means the *Personal Property Security Act* (Ontario) together with any regulations thereto and related Minister’s Orders as in effect from time to time, provided, however, if attachment, perfection or priority of the Administrative Agent’s security interests in any Collateral are governed by the personal property security laws of any jurisdiction other than Ontario, “PPSA” shall mean those personal property security laws in such other jurisdiction (including the Civil Code of Québec) for the purposes of the provisions hereof relating to such attachment, perfection, opposability or priority and for the definitions related to such provisions, in each case as in effect from time to time. References to sections of the PPSA shall be construed to also refer to any successor sections.

“Proceeds” has the meaning specified in the PPSA.

“Receiver” means an interim receiver, a receiver, a manager, a receiver and manager, sequestrator, monitor, conservator, custodian, administrator, trustee, liquidator or other similar official.

“Secured Parties” has the meaning assigned to such term in the Credit Agreement.

“Securities Collateral” shall mean, collectively, the Intercompany Notes and the Distributions.

“Security Interest” has the meaning assigned to such term in Section 3.01.

“Specified Term Loan Collateral” shall mean all assets of the Grantors, except the Current Asset Collateral.

“Specified Term Release Conditions” shall mean (i) the payment in full in cash of all Obligations (as such term is defined in the Term Loan Agreement) (other than (x) any unasserted contingent indemnification obligations and (y) obligations in respect of the Earnout Agreement)

and the release of the Liens on the Term Loan Priority Collateral in connection therewith, (ii) termination of the Commitments (as such term is defined in the Term Loan Agreement) of the Term Loan Lenders, and (iii) release of the Guaranty (as such term is defined in the Term Loan Agreement), in each case, in accordance with the terms of the Term Loan Agreement.

“STA” means the *Securities Transfer Act, 2006* (Ontario), including the regulations thereto, provided that, to the extent that perfection or the effect of perfection or non-perfection or the priority of any Lien created hereunder on Collateral that is Investment Property is governed by the laws in effect in any province or territory of Canada other than Ontario in which there is in force legislation substantially the same as the *Securities Transfer Act, 2006* (Ontario) (an “Other STA Province”), then “STA” shall mean such other legislation as in effect *from time to time* in such Other STA Province for purposes of the provisions hereof referring to or incorporating by reference provisions of the STA; and to the extent that such perfection or the effect of perfection or non-perfection or the priority of any Lien created hereunder on the Pledged Collateral is governed by the laws of a jurisdiction other than Ontario or an Other STA Province, then references herein to the STA shall be disregarded except for the terms “Certificated Security” and “Uncertificated Security”, which shall have the meanings herein as defined in the *Securities Transfer Act, 2006* (Ontario) regardless of whether the STA is in force in the applicable jurisdiction.

“Subsidiary Grantors” means (a) the Subsidiaries identified on Schedule I and (b) each Additional Grantor that becomes a party to this Agreement as contemplated by Section 6.16.

“Subsidiary Guarantors” means (a) the Subsidiaries identified on Schedule II and (b) each other Subsidiary that becomes a party to this Agreement as contemplated by Section 6.16.

“Subsidiary Parties” means the Subsidiary Grantors and the Subsidiary Guarantors.

“Supporting Obligations” shall mean, a secondary obligation that supports the payment or performance of an Account, Chattel Paper, a Document of Title, an Intangible, an Instrument, or Investment Property.

“Synchrony Agreement” means that certain Amended and Restated Credit Card Program Agreement with Synchrony Bank, dated as of October 5, 2018, as existing and as in effect on and as of the Closing Date.

“Trademark License” means any agreement now or hereafter in existence providing for the grant to any Grantor of any license right to use any Trademark.

“Trademarks” means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, trade dress, logos and other similar source or business identifiers, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the Canadian Intellectual Property Office, the United States Patent and Trademark Office or any similar offices in Canada or the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof and (b) all goodwill connected with the use thereof or symbolized thereby.

“ULC” means an Issuer that is an unlimited company, unlimited liability corporation or unlimited liability company.

“ULC Laws” means the *Companies Act* (Nova Scotia), the *Business Corporations Act* (Alberta), the *Business Corporations Act* (British Columbia), the *Business Corporations Act* (Prince Edward Island) and any other present or future Laws governing ULCs.

“ULC Shares” means shares or other equity interests in the capital stock of a ULC.

“Vehicles” means all cars, trucks, trailers, construction and earth moving equipment and other vehicles used primarily for commercial purposes, covered by a certificate of title law of any state, province or territory and all tires and other appurtenances to any of the foregoing.

ARTICLE II Limited Guarantee

Section 2.01 Limited Guarantee.

(a) Each Guarantor unconditionally guarantees, jointly with the other Guarantors and severally, as a primary obligor and not merely as a surety, the due and punctual payment and performance of the Obligations. Each Guarantor further agrees that the Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee notwithstanding any extension or renewal of any Obligation. Each of the Guarantors waives presentment to, demand of payment from and protest to any Loan Party of any of the Obligations, and also waives notice of acceptance of its guarantee and notice of protest for nonpayment.

(b) Notwithstanding anything to the contrary set forth herein or in the Credit Agreement, (i) in no event shall the Guarantors’ liability, jointly and severally, under this Agreement exceed the Maximum Guaranteed Amount, (ii) the Guarantors shall in no event be required to pay the Secured Parties or any other Person an aggregate amount in excess of the Maximum Guaranteed Amount in respect of the Obligations, (iii) this Agreement may not be enforced against the Guarantors without giving effect to the Maximum Guaranteed Amount, and (iv) the Guarantors shall not have any obligation or liability to any Person relating to, arising out of, or in connection with this Agreement or the Credit Agreement other than as expressly set forth herein. For the avoidance of doubt and notwithstanding anything to the contrary in any other Loan Document, no payment by any party other than a Guarantor hereunder shall reduce the Maximum Guaranteed Amount or any other Obligations of the Guarantors hereunder.

Section 2.02 Guarantee of Payment. Each of the Guarantors further agrees that its guarantee hereunder constitutes a guarantee of payment when due and not of collection, and waives any right to require that any resort be had by the Administrative Agent or any other Secured Party to any security held for the payment of the Obligations or to any balance of any deposit account or credit on the books of the Administrative Agent or any other Secured Party in favour of any Borrower, any other Grantor or any other Person.

Section 2.03 No Other Limitations, Etc.

(a) Except for termination of a Guarantor's obligations hereunder as expressly provided in Section 6.15 and the limitations as described in Section 2.01(b), the obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Obligations or otherwise, other than the defense of payment of such obligations in accordance with the terms thereof. Without limiting the generality of the foregoing, the obligations of each Guarantor hereunder shall not be discharged or impaired or otherwise affected by (i) the failure of the Administrative Agent or any other Secured Party to assert any claim or demand or to enforce any right or remedy under the provisions of any Loan Document or otherwise; (ii) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, any Loan Document or any other agreement, including with respect to any other Guarantor under this Agreement; (iii) the release of any security held by the Administrative Agent or any other Secured Party for the Obligations or any of them; (iv) any default, failure or delay, willful or otherwise, in the performance of the Obligations; or (v) any other act or omission that may or might in any manner or to any extent vary the risk of any Guarantor or otherwise operate as a discharge of any Guarantor as a matter of law or equity (other than Payment in Full of the Obligations). Each Guarantor expressly authorizes the Secured Parties to take and hold security for the payment and performance of the Obligations, to exchange, waive or release any or all such security (with or without consideration), to enforce or apply such security (in accordance with the Loan Documents) and direct the order and manner of any sale thereof in their sole discretion or to release or substitute any one or more other guarantors or obligors upon or in respect of the Obligations, in each case in accordance with the Loan Documents, all without affecting the obligations of any Guarantor (in its capacity as such) hereunder.

(b) To the fullest extent permitted by applicable law, each Guarantor waives any defense based on or arising out of any defense of any Loan Party or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Loan Party, other than Payment in Full of the Obligations and payment by the Guarantors of the Obligations in an amount equal to the Maximum Guaranteed Amount. The Administrative Agent and the other Secured Parties may, at their election, and in each case in accordance with the Loan Documents, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with any Loan Party or exercise any other right or remedy available to them against any Loan Party, without affecting or impairing in any way the liability of any Guarantor (in its capacity as such) hereunder except to the extent the Loan Document Obligations have been Paid in Full, provided, that, the Secured Parties shall not be entitled to recovery greater than the Maximum Guaranteed Amount from the proceeds of Collateral of the Guarantors. To the fullest extent permitted by applicable law, each Guarantor (in its capacity as such) waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Guarantor against any Loan Party, as the case may be, or any security.

(c) If acceleration of the time for payment, or the liability of any Guarantor to make any payment, of any amount specified to be payable by such Guarantor in respect of the Obligations is stayed, prohibited or otherwise affected upon any proceeding under any Debtor Relief Law or other event affecting such Guarantor or affecting the payment of any of the Obligations by such Guarantor, all such amounts otherwise subject to acceleration or payment shall nonetheless be deemed for all purposes of this guarantee to be and to have become due and payable by such Guarantor and shall be payable by each Guarantor under this guarantee immediately forthwith on demand by the Administrative Agent.

Section 2.04 Reinstatement. Subject to Section 2.01(b), each of the Guarantors agrees that its guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored to any Loan Party by the Administrative Agent or any other Secured Party upon the bankruptcy or reorganization of any Loan Party or otherwise.

Section 2.05 Agreement To Pay; Subrogation. In furtherance of the foregoing and not in limitation of any other right that the Administrative Agent or any other Secured Party has at law or in equity against any Guarantor by virtue hereof, upon the failure of any Loan Party to pay any Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, each Guarantor hereby promises to and will forthwith pay, or cause to be paid, to the Administrative Agent for distribution to the applicable Secured Parties in cash the amount of such unpaid Obligation, subject to Section 2.01(b). Upon payment by any Guarantor of any sums to the Administrative Agent as provided above, all rights of such Guarantor against such Loan Party or any other Guarantor arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subject to Article V hereof.

Section 2.06 Information. Each Guarantor assumes all responsibility for being and keeping itself informed of each Loan Party's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope and extent of the risks that such Guarantor assumes and incurs hereunder, and agrees that none of the Administrative Agent or the other Secured Parties will have any duty to advise such Guarantor of information known to it or any of them regarding such circumstances or risks.

ARTICLE III Security Interest

Section 3.01 Security Interest.

(a) As security for the payment or performance, as the case may be, in full of its Obligations, each Grantor hereby grants, mortgages, charges, assigns and pledges to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of its present and after-acquired personal property, whether now owned or hereafter acquired, including, without limitation, all of its right, title and interest in, to and under any and all of the following assets now owned or at any time

hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Collateral”):

- (i) all Accounts;
- (ii) all Goods, including Equipment, Inventory and fixtures;
- (iii) all Chattel Paper;
- (iv) all Letters of Credit and Letter-of-Credit Rights;
- (v) all Securities Collateral;
- (vi) [Reserved];
- (vii) all Intangibles (including Credit Card Receivables and other Payment Intangibles and tax refunds and rebates);
- (viii) all cash and Deposit Accounts (and including cash, cheques and other negotiable instruments, funds and other evidences of payment deposited or held therein);
- (ix) all Supporting Obligations;
- (x) all Intellectual Property Collateral;
- (xi) all Documents, Instruments and Investment Property (to the extent evidencing, governing, securing or otherwise relating to the foregoing);
- (xii) all Additional Term Loan Collateral, if any;
- (xiii) to the extent not otherwise included above, all other personal property of any kind;
- (xiv) all books, records and documents related to any of the Collateral (including databases, customer lists and other records, whether tangible or electronic and including credit files, computer files, programs, printouts and other computer materials and records relating to the Collateral); and
- (xv) all Proceeds and products of any Collateral and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, any and all proceeds of any insurance (including business interruption insurance), indemnity, warranty or guaranty payable to such Grantor from time to time with respect to any of the foregoing.

All capitalized terms used above and not otherwise defined herein have the meaning assigned to them in the PPSA.

(b) Anything herein to the contrary notwithstanding, in no event shall the security interest granted under Section 3.01(a) attach to and the term “Collateral” shall not include (A) any lease, license, contract or agreement to which any Grantor is a party (other than contracts between

or among Holdings and its Restricted Subsidiaries (other than any Special Purpose Subsidiary or any Special Purpose Tenant Subsidiary HoldCo)), and any of its rights or interest thereunder, if and to the extent that a security interest is prohibited by or in violation of (i) any law, rule or regulation applicable to such Grantor or any asset or property of any Grantor (with no requirement to obtain the consent of any Governmental Authority, including without limitation, no requirement to comply with the Federal Assignment of Claims Act or any similar statute), or (ii) a term, provision or condition of any such lease, license, contract or agreement or create a right of termination in favour of any other party thereto (unless such law, rule, regulation, term, provision or condition would be rendered ineffective with respect to the creation of the security interest hereunder pursuant to the PPSA (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Debtor Relief Laws) or principles of equity); provided, however, that the Collateral shall include (and such security interest shall attach) immediately at such time as the contractual or legal prohibition shall no longer be applicable and to the extent severable, shall attach immediately to any portion of such lease, license, contract or agreement not subject to the prohibitions specified in clause (i) or (ii) above; provided, further, that the exclusions referred to in clause (A) of this Section 3.01(b) shall not include any Proceeds of any such lease, license, contract or agreement unless such Proceeds also constitute Excluded Assets; (B) any assets the pledge of or granting a security interest in which would (i) violate any law, rule or regulation applicable to such Grantor (with no requirement to obtain the consent of any Governmental Authority) or (ii) require a consent, approval, or other authorization of a landlord or other third party, in the case of this clause (ii) only, if such consent, approval or other authorization cannot be obtained after the use of commercially reasonable efforts by the Grantors (provided that there shall be no requirement to obtain the consent of any Governmental Authority); (C) any Deposit Accounts specifically and exclusively used (1) for payroll, payroll taxes, workers' compensation or unemployment compensation, pension benefits and other similar expenses to or for the benefit of any Grantor's employees and accrued and unpaid employee compensation (including salaries, wages, benefits and expense reimbursements), (2) as zero balance deposit accounts, (3) for trust or fiduciary purposes in the ordinary course of business and (4) for all taxes required to be collected or withheld (including, without limitation, federal, provincial, territorial and state withholding taxes (including the employer's share thereof), taxes owing to any governmental unit thereof, sales, use and excise taxes, customs duties, import duties and independent customs brokers' charges) for which any Grantor may become liable; (D) any other Excluded Accounts (as defined in the Credit Agreement); (E) any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law; (F) any property or assets for which the creation or perfection of pledges of, or security interests in, such property or assets pursuant to the Security Documents would result in material and adverse tax consequences to Holdings, the Lead Borrower or any Restricted Subsidiary, as reasonably determined in good faith by the Lead Borrower in consultation with the Administrative Agent; (G) any written agreement, license or lease or any property subject to a purchase money security interest, capital lease obligations or similar arrangement permitted under the Credit Agreement, in each case, to the extent that (i) the grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money or similar arrangement or would give rise to a termination right in favour of any other party thereto (other than any Grantor or any Affiliate thereof) after giving effect to the applicable anti-

assignment provisions of the PPSA or other applicable law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the PPSA or other applicable law, notwithstanding such prohibition and (ii) such restriction described in clause (i) above relates only to the asset or assets acquired by such Grantor and attachments and accessions thereto, improvements thereof or substitutions therefor; (H) Vehicles and other assets subject to certificate of title, except to the extent a security interest therein can be perfected by the filing of a PPSA financing statement; (I) (i) any fee-owned Real Estate, and (ii) any leasehold interest in Real Estate, (it being understood there shall be no requirement to obtain any landlord waivers, estoppels or collateral access letters, except as expressly provided in the Credit Agreement); (J) Equity Interests held by any Grantor in any Excluded Subsidiary (other than sixty-five percent (65%) of the issued and outstanding Equity Interests entitled to vote of (i) each Restricted Subsidiary of Holdings that is a “controlled foreign corporation” within the meaning of Section 957 of the Internal Revenue Code of 1986, as amended, and (ii) each Restricted Subsidiary of Holdings that is a FSHCO); (K) any assets, if in the reasonable judgment of the Administrative Agent and the Lead Borrower, the burden, cost or consequences of creating or perfecting such pledges or security interests in such assets shall be excessive in view of the benefits to be obtained by the Lenders therefrom, (L) any interest of a Grantor in any “Bank Property” (as defined in the Synchrony Agreement), (M) in the case of SPARC EB Holdings LLC only, all Personal Property other than any Equity Interests issued by any other Grantor in which SPARC EB Holdings LLC has any present or future right, title or interest, (N) the last day of the term of any lease or sublease of real property or any agreement for a lease or sublease of real property, now held or hereafter acquired by any Grantor, provided such Grantor will stand possessed of any such last day upon trust to assign and dispose of it as the Administrative Agent may reasonably direct after the occurrence and during the continuance of an Event of Default, and (O) Consumer Goods (as defined in the PPSA).

(c) Notwithstanding anything herein to the contrary, automatically upon satisfaction of the Specified Term Release Conditions, the security interest granted under Section 3.01(a) shall no longer attach to the Specified Term Loan Collateral, and the term “Collateral” shall no longer include the Specified Term Loan Collateral.

(d) It is understood and agreed that (i) no perfection actions shall be required with respect to (i) Vehicles and other assets subject to certificates of title, and (ii) no actions in any non-U.S. jurisdiction or required by the laws of any non-U.S. jurisdiction (other than Puerto Rico) shall be required to be taken to create any security interests in assets located or titled outside of the U.S. or to perfect or make enforceable any security interests in any such assets (it being understood that there shall be no security agreements or pledge agreements governed under the laws of any non-U.S. jurisdiction (other than Puerto Rico)).

(e) Notwithstanding anything to the contrary contained herein, Excluded Assets shall not include assets which constitute collateral under the Term Loan Facility (other than, for the avoidance of any doubt, (i) the assets of any Special Purpose Subsidiary or any Special Purpose Tenant Subsidiary HoldCo and (ii) the Equity Interests of any Special Purpose Subsidiary or any Special Purpose Tenant Subsidiary HoldCo) (such assets, the “Additional Term Loan Collateral”).

(f) Each Grantor hereby irrevocably authorizes the Administrative Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements with respect to the Collateral or any part thereof and amendments thereto that (i) indicate the Collateral

by any description that reasonably approximates the description of such Collateral contained in this Agreement and (ii) contain the information required by the PPSA of each applicable jurisdiction for the filing of any financing statement, financing change statement or amendment, including whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor. Each Grantor agrees to provide such information to the Administrative Agent promptly upon request. Each Grantor hereby further authorizes the Administrative Agent to file filings with the Canadian Intellectual Property Office, United States Patent and Trademark Office and United States Copyright Office (or any successor office) or other necessary documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by such Grantor hereunder in any Intellectual Property Collateral included in the Collateral, without the signature of such Grantor (except as required by the terms of such filing or document), and naming such Grantor, as debtor, and the Administrative Agent, as secured party.

(g) Each Grantor also ratifies its authorization for the Administrative Agent to file in any relevant jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

(h) The Security Interest is granted as security only and shall not subject the Administrative Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

(i) Each of the Grantors hereby acknowledges that (a) value has been given; (b) each Grantor has rights in the Collateral in which it has granted a Security Interest; (c) this Agreement constitutes a security agreement as that term is defined in the PPSA; and (d) it has not agreed to postpone the time for attachment of the Security Interest granted hereunder and the Security Interest granted hereunder attaches upon the execution of this Agreement (or in the case of any after-acquired property, at the time of the acquisition thereof).

Section 3.02 Representations and Warranties. The Grantors jointly and severally represent and warrant to the Administrative Agent and the other Secured Parties that:

(a) Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Administrative Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained.

(b) Schedule III sets forth (i) the exact legal name of each Grantor and any French form of name, (ii) each Grantor's identity or type of organization, (iii) each Grantor's jurisdiction of organization, (iv) the location of each Grantor's chief executive office and registered office, as applicable, and (v) the jurisdictions of Canada and the United States in which any tangible Collateral is held, stored or otherwise maintained by a Grantor, and is correct and complete as of the date hereof. The PPSA financing statements or other appropriate filings, recordings or registrations containing a description of the Collateral that have been prepared by the Administrative Agent based upon the information provided to the Administrative Agent in

Schedule III for filing in each applicable governmental, municipal or other office, as modified, delivered, prepared or supplemented from time to time pursuant to the Credit Agreement (or specified by notice from the Lead Borrower to the Administrative Agent after the date hereof in the case of filings, recordings or registrations required by Section 5.03(a), 5.11 or 5.12 of the Credit Agreement), are all the filings, recordings and registrations that are necessary to establish a legal, valid and perfected security interest in favour of the Administrative Agent (for the benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in Canada and/or the United States (or any of their respective political subdivisions), and no further or subsequent filing, re-filing, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of renewal or continuation statements. Except as set forth in Schedule III, no Grantor owns real property.

(c) The Security Interest constitutes (i) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations and (ii) subject to the filings described in Section 3.02(b), a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in Canada and/or the United States (or any of their respective political subdivisions) pursuant to the PPSA or other applicable law in Canada or the United States (or any of their respective political subdivisions). The Security Interest is and shall be prior to any other Lien on any of the Collateral, except for Permitted Encumbrances, to the extent any such Permitted Encumbrances would have priority over the Liens in favour of the Administrative Agent pursuant to any applicable law or agreement.

(d) The Collateral is owned by the Grantors free and clear of any Lien, other than involuntary Permitted Encumbrances, Specified Involuntary Liens securing obligations not in excess of \$20,000,000 at any time and Permitted Encumbrances expressly permitted pursuant to Section 6.02 of the Credit Agreement. None of the Grantors has filed or consented to the filing of (i) any financing statement or analogous document under the PPSA or any other applicable laws covering any Collateral, or (ii) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for involuntary Permitted Encumbrances, Specified Involuntary Liens securing obligations not in excess of \$20,000,000 at any time and Permitted Encumbrances expressly permitted pursuant to Section 6.02 of the Credit Agreement.

(e) To the knowledge of each Grantor, (i) each Grantor owns, licenses or otherwise has the rights to use, all Patents, Trademarks, Industrial Designs, Copyrights or other Intellectual Property material to the preparing for sale or sale of the Inventory, (ii) the use thereof by each Grantor for any such purpose does not infringe upon the rights of any other Person and (iii) no such Intellectual Property (other than Intellectual Property rights granted to such Grantor under license agreements with third parties) is subject to any Lien or other restriction (other than (A) any such Lien or other restriction with respect to which a waiver or release has been obtained or (B) any such Lien or restriction permitted under the Credit Agreement), in each case except to the extent (1) of any defects in ownership or licenses and any such infringements that, individually or in the aggregate, would not result in a Material Adverse Effect or (2) that the failure to have such

rights, such infringement or such Lien or restriction would not materially adversely affect the exercise of the Administrative Agent's rights with respect to such Intellectual Property to prepare for sale or to sell any Inventory under Article IV hereof.

(f) Notwithstanding the foregoing, the representations and warranties set forth in this Section as to perfection and priority of the Security Interest in Proceeds are limited to the extent provided the PPSA.

Section 3.03 Covenants.

(a) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Administrative Agent may reasonably request, promptly to prepare and deliver to the Administrative Agent a duly certified schedule or schedules in form and detail reasonably satisfactory to the Administrative Agent showing the identity, amount and location of any and all Inventory.

(b) Each Grantor shall, at its own expense, take any and all commercially reasonable actions to defend title to the Collateral against all Persons and to defend the Security Interest of the Administrative Agent in the Collateral and the priority thereof against any Lien other than involuntary Permitted Encumbrances, Specified Involuntary Liens securing obligations not in excess of \$20,000,000 at any time and Permitted Encumbrances expressly permitted by Section 6.02 of the Credit Agreement (subject to the terms of the Intercreditor Agreement) (and, in the case of the priority of the Security Interest of the Administrative Agent, other than Permitted Encumbrances that have priority as a matter of law, Specified Involuntary Liens securing obligations not in excess of \$20,000,000 at any time and those Permitted Encumbrances expressly permitted to have priority over the Security Interest of the Administrative Agent pursuant to Section 6.02 of the Credit Agreement (subject to the terms of the Intercreditor Agreement)).

(i) Each Grantor shall, at its own expense, use commercially reasonable efforts to cause each bill of lading (or similar electronic document referring to the goods represented by such bill of lading) to bear the following legend:

THE GOODS REFERENCED IN THIS BILL OF LADING ARE SUBJECT TO THE LIEN OF WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT.

(c) Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Administrative Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including paying any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements or other documents in connection herewith or therewith. Without limiting the foregoing in accordance with the terms of the Credit Agreement and otherwise upon the request of Administrative Agent, each Grantor shall

promptly give a written notice to the Credit Card Processors and Credit Card Issuers used by such Grantor of the arrangements under the Credit Agreement, providing for the payment of the amounts owing from such processor to a Control Account, limiting the right to change where payments are made without the approval of Administrative Agent and with such other terms and conditions as Administrative Agent may reasonably require.

(d) At its option, the Administrative Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement or this Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Administrative Agent on demand for any payment made or any expense incurred by the Administrative Agent pursuant to the foregoing authorization; provided, that, nothing in this paragraph shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Administrative Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents. The Administrative Agent will give notice to the Lead Borrower of any exercise of the Administrative Agent's rights or powers pursuant to this Section 3.03(d); provided, that, any failure to give or delay in giving such notice shall not operate as a waiver of, or preclude any other or further exercise of, such rights or powers or the exercise of any other right or power pursuant to this Agreement.

(e) Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, to the same extent as if the Security Interest had not been granted to the Administrative Agent in the Collateral, and each Grantor jointly and severally agrees to indemnify and hold harmless the Administrative Agent and the Secured Parties from and against any and all liability for such performance.

(f) None of the Grantors shall (i) make or permit to be made a pledge or hypothecation of the Collateral or (ii) grant any other Lien in respect of the Collateral, except as expressly permitted by the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Collateral, except that, unless and until the Administrative Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document.

(g) The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Collateral in accordance with the requirements set forth in Section 5.07 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Administrative Agent (and all officers, employees or agents designated by the Administrative Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of (i) making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any

check, draft, instrument or other item of payment for the proceeds of such policies of insurance and (ii) making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Administrative Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Administrative Agent reasonably deems advisable. All sums disbursed by the Administrative Agent in connection with this paragraph, including reasonable fees of legal counsel, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Administrative Agent and shall be additional Obligations secured hereby.

(h) Upon the occurrence and during the continuance of any Event of Default, none of the Grantors will, without the Administrative Agent's prior written consent (which shall be deemed given if the Administrative Agent has not responded within five (5) Business Days of a written request therefor), grant any extension of the time of payment of any Accounts or Payment Intangibles included in the Collateral, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, compromises, settlements, releases, credits or discounts granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practice used in industries that are the same as or similar to those in which such Grantor is engaged.

(i) Upon the occurrence and during the continuance of any Event of Default, each of the Grantors will collect and enforce, in accordance with past practices and in the ordinary course of business, all amounts due to such Grantor under the Accounts and Payment Intangibles owned by it. Such Grantor will deliver to the Administrative Agent promptly upon its reasonable request after the occurrence and during the continuance of an Event of Default duplicate invoices with respect to each Account and, to the extent applicable, each Payment Intangible owned by it, bearing such language of assignment as the Administrative Agent shall reasonably specify in connection with its exercise of remedies hereunder.

(j) The Administrative Agent agrees that, except during the occurrence and continuance of an Event of Default, it shall not (i) issue any instructions (including, but not limited to, any directions in writing) to any customs broker, freight forwarder or carrier party thereto ("Freight Forwarder") under any customs broker agreement or otherwise, nor shall it (ii) terminate or change its consent to any Freight Forwarder continuing to release Collateral pursuant to any instructions given to Freight Forwarder by the applicable Grantor or such Grantor's authorized agents. For the avoidance of doubt, so long as (i) no Event of Default shall have occurred and be continuing and (ii) the Administrative Agent does not otherwise direct in writing to the applicable Grantor and Freight Forwarder, Grantors may permit the sellers of inventory (or any freight forwarder or other persons involved in the importing of any Collateral into Canada or the United States) to deliver the original documents (including, without limitation, bills of lading or cargo receipts) issued with respect to Collateral (collectively, the "Import Documents") to any Freight Forwarder, with copies of such Import Documents, and any other document or instruction which may be appropriate, to the applicable Grantor and Administrative Agent.

(k) After the date hereof, upon receipt of any certificates, agreements or instruments representing or evidencing the Securities Collateral or any other instrument constituting Collateral acquired by any Grantor, the Lead Borrower shall notify the Administrative Agent thereof in the next Compliance Certificate delivered pursuant to Section 5.01(c) of the Credit Agreement, and shall cause such Grantor to deliver such certificate, agreement or instrument to the Administrative Agent concurrently therewith. All such instruments and certificated Securities Collateral shall be in suitable form for transfer by delivery or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to the Administrative Agent. The Administrative Agent shall have the right, at any time upon the occurrence and during the continuance of any Event of Default, to endorse, assign or otherwise transfer to or to register in the name of the Administrative Agent or any of its nominees or endorse for negotiation any Instrument or any or all of the Securities Collateral, without any indication that such Securities Collateral is subject to the security interest hereunder.

(l) [Reserved].

(m) With respect to any Canadian or United States federally registered Intellectual Property Collateral, the Lead Borrower shall notify the Administrative Agent in the next Compliance Certificate delivered pursuant to Section 5.01(c) of the Credit Agreement if any Grantor obtains any rights to any additional Intellectual Property Collateral or becomes entitled to the benefit of any additional Intellectual Property Collateral or any renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part of any Intellectual Property Collateral, or any improvement on any Intellectual Property Collateral. The provisions hereof shall automatically apply thereto. Each Grantor shall use reasonable commercial efforts to obtain the consent of third parties to the extent such consent is necessary or desirable to create a valid, perfected security interest in favour of the Administrative Agent in any Intellectual Property Collateral. Upon the request of Administrative Agent, in order to facilitate filings with the Canadian Intellectual Property Office, United States Patent and Trademark Office and United States Copyright Office (or any successor office), each Grantor shall execute and deliver to Administrative Agent one or more security agreements to further evidence the Security Interest in such Grantor's Canadian and United States issued and registered Patents, Trademarks, Industrial Designs or Copyrights in each case that constitute Collateral.

(n) If a Grantor is at any time a beneficiary under a Letter of Credit in excess of \$10,000,000, now or hereafter issued in favour of such Grantor (which, for the avoidance of doubt, shall not include any Letter of Credit issued pursuant to the Credit Agreement), the Lead Borrower shall notify the Administrative Agent thereof in the next Compliance Certificate delivered pursuant to Section 5.01(c) of the Credit Agreement, or if at any time on or after the date thereof the aggregate amount of all such Letters of Credit exceeds \$10,000,000, the Lead Borrower shall notify Administrative Agent of each such Letter of Credit thereafter issued in favour of any Grantor in the next Compliance Certificate delivered pursuant to Section 5.01(c) of the Credit Agreement, and, in each case, such Grantor shall, at the request of the Administrative Agent, pursuant to an agreement in form and substance reasonably satisfactory to the Administrative Agent, either (i) arrange for the issuer and any confirmer of such Letter of Credit to consent to an assignment to the Administrative Agent of, and to pay to the Administrative Agent, the proceeds of, any drawing under the Letter of Credit or (ii) arrange for the Administrative Agent to become the beneficiary

of such Letter of Credit, with the Administrative Agent agreeing, in each case, that the proceeds of any drawing under the Letter of Credit are to be applied as provided in the Credit Agreement.

For the avoidance of any doubt, notwithstanding anything to the contrary contained herein, at any time the Specified Term Release Conditions shall have been satisfied, no Grantor shall be required to comply with the covenants, terms and conditions set forth in this Agreement relating to any Specified Term Loan Collateral.

(o) Each Grantor agrees to provide the Administrative Agent with prior written notice of any change (i) in its corporate or organization name (including in any French form name), (ii) in its identity or type of organization, (iii) in its jurisdiction of organization, (iv) in the location of its chief executive office or registered office, or (v) in the jurisdictions of Canada and the United States in which any tangible Collateral is held, stored or otherwise maintained, in each case since the last disclosures made by the Grantors of such information. Each Grantor agrees not to effect or permit any change referred to in the first sentence of this paragraph (a) unless all filings have been made, or will have been made within the time period required under the PPSA that are required in order for the Administrative Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral in which a security interest may be perfected by such filing, for the benefit of the Secured Parties.

Section 3.04 ULC Shares. Each Grantor acknowledges that certain of the Collateral of such Grantor may now or in the future consist of ULC Shares, and that it is the intention of the Administrative Agent and each Grantor that neither the Administrative Agent nor any other Secured Party should under any circumstances prior to realization thereon be held to be a “member” or a “shareholder”, as applicable, of a ULC for the purposes of any ULC Laws. Therefore, notwithstanding any provisions to the contrary contained in this Agreement, the Credit Agreement or any other Loan Document, where a Grantor is the registered owner of ULC Shares which are Collateral of such Grantor, such Grantor shall remain the sole registered owner of such ULC Shares until such time as such ULC Shares are effectively transferred into the name of the Administrative Agent, any other Secured Party, or any other Person on the books and records of the applicable ULC. Accordingly, each Grantor shall be entitled to receive and retain for its own account any dividend or other distribution, if any, with respect to such ULC Shares (except for any dividend or distribution comprised of Pledged Security Certificates of such Grantor, which shall be delivered to the Administrative Agent to hold hereunder) and shall have the right to vote such ULC Shares and to control the direction, management and policies of the applicable ULC to the same extent as such Grantor would if such ULC Shares were not pledged to the Administrative Agent pursuant hereto. Nothing in this Agreement, the Credit Agreement or any other Loan Document is intended to, and nothing in this Agreement, the Credit Agreement or any other Loan Document shall, constitute the Administrative Agent, any other Secured Party, or any other Person other than the applicable Grantor, a member or shareholder of a ULC for the purposes of any ULC Laws (whether listed or unlisted, registered or beneficial), until such time as notice is given to such Grantor and further steps are taken pursuant hereto or thereto so as to register the Administrative Agent, any other Secured Party, or such other Person, as specified in such notice, as the holder of the ULC Shares. To the extent any provision hereof would have the effect of constituting the Administrative Agent or any other Secured Party as a member or a shareholder, as applicable, of any ULC prior to such time, such provision shall be severed herefrom and shall be ineffective with respect to ULC Shares which are Collateral of any Grantor without otherwise invalidating or

rendering unenforceable this Agreement or invalidating or rendering unenforceable such provision insofar as it relates to Collateral of any Grantor which is not ULC Shares. Except upon the exercise of rights of the Administrative Agent to sell, transfer or otherwise dispose of ULC Shares in accordance with this Agreement, each Grantor shall not cause or permit, or enable a Person who has issued ULC Shares that are pledged under this Agreement or any other Loan Document (a “Pledged Issuer”) to cause or permit, the Administrative Agent or any other Secured Party to: (a) be registered as a shareholder or member of such Pledged Issuer; (b) have any notation entered in their favour in the share register of such Pledged Issuer; (c) be held out as shareholders or members of such Pledged Issuer; (d) receive, directly or indirectly, any dividends, property or other distributions from such Pledged Issuer by reason of the Administrative Agent holding the Security Interests over the ULC Shares; or (e) act as a shareholder of such Pledged Issuer, or exercise any rights of a shareholder including the right to attend a meeting of shareholders of such Pledged Issuer or to vote its ULC Shares.

ARTICLE IV Remedies

Section 4.01 Remedies upon Default.

(a) Each Grantor agrees that (i) upon the occurrence and during the continuance of an Event of Default and upon the demand of the Administrative Agent, it will make the Collateral available to the Administrative Agent, and it is agreed that the Administrative Agent shall have the right, to the extent permitted by applicable law, with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the PPSA or other applicable law and (ii) upon the occurrence and during the continuance of a Specified Event of Default and at the other times provided for in the Credit Agreement, the Administrative Agent shall have the right to institute a Cash Dominion Period to the extent permitted under the Credit Agreement. Without limiting the generality of the foregoing, each Grantor agrees that the Administrative Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral at a public or private sale, for cash, upon credit or for future delivery as the Administrative Agent shall deem appropriate. Upon consummation of any such sale the Administrative Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any sale of the Collateral shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

(b) The Administrative Agent shall give the applicable Grantors ten (10) days’ written notice (which each Grantor agrees is reasonable notice for purposes of the PPSA or its equivalent in other jurisdictions) of the Administrative Agent’s intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Administrative Agent may fix and state in the notice (if any) of such sale. At any such sale,

the Collateral, or any portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Administrative Agent may (in its sole and absolute discretion) determine. The Administrative Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Administrative Agent until the sale price is paid by the purchaser or purchasers thereof, but the Administrative Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may (with the consent of the Administrative Agent) make payment on account thereof by using any Obligation then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Administrative Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Administrative Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations shall have been Paid in Full, in which case any excess proceeds thereof shall be disposed of as set forth in Section 4.02. As an alternative to exercising the power of sale herein conferred upon it, the Administrative Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 4.01 shall be deemed to conform to the commercially reasonable standards as provided the PPSA or its equivalent in other jurisdictions. The Administrative Agent shall have no obligation to marshal any of the Collateral; provided that notwithstanding the foregoing or any other provision of this Agreement or any other Loan Document, the Obligations shall be repaid from the Collateral (as defined in the Credit Agreement) of the EB US Loan Parties prior to being repaid from the Collateral of EBC and 1305, and, upon the occurrence and during the continuance of an Event of Default, the Administrative Agent and each other Secured Party shall not enforce the Guarantee of EBC and 1305 under this Agreement or exercise any remedies with respect to the Security Interest granted in the Collateral of EBC and 1305 unless and until the earlier to occur of:

- (i) the completion of a realization upon all or substantially all of the Collateral of the EB US Loan Parties pursuant to one or more enforcement actions permitted under the Credit Agreement and applicable law, including, without limitation, a foreclosure or sale conducted in accordance with applicable law, and the application of the net proceeds realized therefrom to the Obligations in accordance with the Loan Documents;

(ii) the effectiveness of a plan of reorganization or liquidation of the EB US Loan Parties under Chapter 11 of the United States Bankruptcy Code or the entry of a final distribution order in a bankruptcy or insolvency proceeding involving the EB US Loan Parties and the distribution to Administrative Agent of amounts pursuant thereto;

(iii) the commencement of a case under Chapter 7 of the United States Bankruptcy Code or the conversion of any Chapter 11 case of the EB US Loan Parties to a case under Chapter 7 of the United States Bankruptcy Code and the sale or other disposition of all or substantially all of the Collateral of the EB US Loan Parties;

(iv) the sale or other disposition of all or substantially all of the Collateral of the EB US Loan Parties by the EB US Loan Parties (whether pursuant to a sale under Section 363 of the United States Bankruptcy Code or otherwise); and

(v) 180 days following the commencement of the liquidation of the inventory in the stores of the EB US Loan Parties, with the proceeds thereof applied to the Obligations in accordance with the requirements of the Loan Documents, an order of a court of competent jurisdiction or otherwise applied with the consent of the Administrative Agent,

in each case resulting in an unpaid balance of the Obligations.

For purposes of this Section 4.01(b), references to “all or substantially all of the assets” shall not include any assets where in the Administrative Agent’s determination the net amount of the proceeds from the sale or other disposition of such assets will not exceed the costs and expenses of such sale or other realization by a material amount.

Section 4.02 Application of Proceeds. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall apply the proceeds of any collection or sale of Collateral, including any Collateral consisting of cash, as specified in Section 2.17(g) of the Credit Agreement. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement and the Credit Agreement. Upon any sale of Collateral by the Administrative Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Administrative Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Administrative Agent or such officer or be answerable in any way for the misapplication thereof.

Section 4.03 Grantor’s Obligations Upon Default. Upon the request of the Administrative Agent after the occurrence and during the continuance of an Event of Default, each Grantor will:

(a) assemble and make available to the Administrative Agent all books and records relating to the Collateral at any place or places reasonably specified by the Administrative Agent, whether at a Grantor’s premises or elsewhere;

(b) permit the Administrative Agent, by the Administrative Agent's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of and/or remove all or any part of the Collateral or to make copies of the books and records relating thereto, or both, and to conduct sales of the Collateral, in accordance with the terms hereof, any applicable Collateral Access Agreements and applicable law, without any obligation to pay the Grantor for such use and occupancy; and

(c) at its own expense, cause the independent certified public accountants then engaged by each Grantor to prepare and deliver to the Administrative Agent, at any time, and from time to time, promptly upon the Administrative Agent's request, the following reports with respect to the Accounts and Payment Intangibles of the applicable Grantor: (i) a reconciliation of all Accounts and Payment Intangibles; (ii) an aging of all Accounts and Payment Intangibles; (iii) trial balances; and (iv) a test verification of such Accounts and Payment Intangibles.

Section 4.04 Grant of License to Use Intellectual Property. Solely for the purpose of enabling the Administrative Agent to exercise rights and remedies under this Agreement during the continuance of an Event of Default with respect to Collateral consisting of Inventory, each Grantor hereby (a) grants to the Administrative Agent a nonexclusive license (exercisable without payment of royalty or other compensation to the Grantor) to use, license or sublicense during the continuance of an Event of Default any Intellectual Property rights now owned or hereafter acquired by such Grantor, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, solely for the purposes of preparing for sale and selling (including by affixing Trademarks owned by or licensed to such Grantor to) any of such Grantor's Inventory directly to any Person (in the case of Intellectual Property licensed to such Grantor by a third party, to the extent permitted under the Intellectual Property licenses granting such Grantor rights in such Intellectual Property), which license shall be irrevocable prior to the Termination Point (as defined below) and (b) agrees that, subject to the foregoing and in connection therewith, during the continuance of an Event of Default, the Administrative Agent may sell Inventory which bears any Trademark owned by or licensed to such Grantor (to the extent permitted under the Intellectual Property licenses granting such Grantor rights in such Trademark) and any Inventory that is covered by any Copyright or Industrial Design owned by or licensed to such Grantor (to the extent such license shall be subject to the rights of any licensee under a license permitted by the last proviso of Section 6.05 of the Credit Agreement or by Section 6 permitted under the Intellectual Property licenses granting such Grantor rights in such Copyright), and the Administrative Agent may affix any appropriate Trademark owned by or licensed to such Grantor (to the extent permitted under the Intellectual Property license granting such Grantor rights in such Trademark) and sell such Inventory as provided herein; provided, that, in each case that (i) s.02(b) of the Credit Agreement, in each case granted while no Event of Default was continuing, or under any licenses existing as of the date hereof, (ii) in connection with any such sale of Inventory or otherwise, such licensed or sublicensed Trademarks shall only be used in association with goods or services of a quality and nature consistent with the quality and reputation with which such Trademarks were associated when used by such Grantor prior to the exercise of the license rights set forth herein, and (iii) no license shall be granted under this Section 4.04 to the extent that such grant would violate or constitute a default under any agreement to which any Grantor is a party. Such license and rights to use such Intellectual Property of any Grantor shall terminate

automatically without notice or other action upon Payment in Full of the Obligations (the “Termination Point”). The use of such license by the Administrative Agent may only be exercised upon the occurrence and during the continuance of an Event of Default, provided that any license, sublicense or other transaction entered into by the Administrative Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

Section 4.05 Appointment of Receiver. If an Event of Default shall have occurred and is continuing, the Administrative Agent may appoint or reappoint by instrument in writing, any Person or Persons, whether an officer or officers or an employee or employees of such Grantor or not, to be a Receiver of the Collateral of such Grantor (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in its stead. Any such Receiver shall, to the extent permitted by applicable law, so far as concerns responsibility for its acts, be deemed the agent of such Grantor and not of the Administrative Agent, and the Administrative Agent shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver or its servants, agents or employees. Subject to the provisions of the instrument appointing a Receiver, any such Receiver shall (i) have such powers as have been granted to the Administrative Agent under this Article IV and (ii) shall be entitled to exercise such powers at any time that such powers would otherwise be exercisable by the Administrative Agent under this Article IV, which powers shall include the power to take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the business of such Grantor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including any Grantor, enter upon, use and occupy all premises owned or occupied by such Grantor wherein the Collateral may be situated, maintain the Collateral upon such premises, borrow money on a secured or unsecured basis and use the Collateral directly in carrying on such Grantor’s business or as security for loans or advances to enable the Receiver to carry on such Grantor’s business or otherwise, as such Receiver shall, in its reasonable discretion, determine. Except as may be otherwise directed by the Administrative Agent, all money received from time to time by such Receiver in carrying out its appointment shall be received in trust for and be paid over to the Administrative Agent, and any surplus shall be applied in accordance with applicable laws. Every such Receiver may, in the discretion of the Administrative Agent, be vested with all or any of the rights and powers of the Administrative Agent.

ARTICLE V

Indemnity, Subrogation and Subordination

Section 5.01 Indemnity and Subrogation. In addition to all such rights of indemnity and subrogation as the Guarantors may have under applicable law (but subject to Section 5.03), each of the Borrowers and each other Grantor agrees that (a) in the event a payment shall be made by any Guarantor under this Agreement in respect of any Obligation of a Borrower or other Grantor, such Borrower or such other Grantor (as the case may be) shall indemnify such Guarantor for the full amount of such payment and such Guarantor shall be subrogated to the rights of the Person to whom such payment shall have been made to the extent of such payment and (b) in the event any assets of any Grantor shall be sold pursuant to this Agreement to satisfy in whole or in part an Obligation of a Borrower or other Grantor, such Borrower or other Grantor (as the case may be)

shall indemnify such Grantor in an amount equal to the greater of the book value or the fair market value of the assets so sold.

Section 5.02 Contribution and Subrogation. Each Guarantor and Grantor (a “Contributing Party”) agrees (subject to Section 5.03) that, in the event a payment shall be made by any other Guarantor hereunder in respect of any Obligation or assets of any other Grantor shall be sold pursuant to this Agreement to satisfy any Obligation of a Borrower or other Grantor and such other Guarantor or Grantor (the “Claiming Party”) shall not have been fully indemnified by the Borrowers or the other Grantors as provided in Section 5.01, the Contributing Party shall indemnify the Claiming Party in an amount equal to the amount of such payment or the greater of the book value or the fair market value of such assets, as the case may be, in each case multiplied by a fraction of which the numerator shall be the net worth of the Contributing Party on the date hereof and the denominator shall be the aggregate net worth of all the Guarantors and Grantors on the date hereof (or, in the case of any Restricted Subsidiary becoming a Guarantor and Grantor hereunder pursuant to Section 6.16, the date of the supplement hereto executed and delivered by such Restricted Subsidiary). Any Contributing Party making any payment to a Claiming Party pursuant to this Section 5.02 shall (subject to Section 5.03) be subrogated to the rights of such Claiming Party under Section 5.01 to the extent of such payment.

Section 5.03 Subordination.

(a) Notwithstanding any provision of this Agreement to the contrary, all rights of the Guarantors and Grantors under Sections 5.01 and 5.02 and all other rights of the Guarantors and Grantors of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to Payment in Full of the Obligations. No failure on the part of any Borrower or any Guarantor or Grantor to make the payments required by Sections 5.01 and 5.02 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Guarantor or Grantor with respect to its obligations hereunder, and each Guarantor and Grantor shall remain liable for the full amount of the obligations of such Guarantor or Grantor hereunder.

(b) Each of the Guarantors and Grantors hereby agrees that all Indebtedness and other monetary obligations owed by it to, or to it by, any other Guarantor, Grantor or any other Subsidiary shall be fully subordinated to Payment in Full of the Obligations.

ARTICLE VI
Miscellaneous

Section 6.01 Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Party shall be given to it in care of the Lead Borrower as provided in Section 9.01 of the Credit Agreement.

Section 6.02 Rights Absolute. All rights of the Administrative Agent hereunder, the Security Interest and all obligations of each Guarantor and Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document (other than this Agreement), any other agreement with respect to any of

the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Guarantor or Grantor in respect of the Obligations or this Agreement, other than Payment in Full of the Obligations. No breach by any Grantor of any limitation with respect to Swap Obligations or Swap Agreements, including without limitation the limitations of Section 6.01(p) of the Credit Agreement, shall affect any Lien granted with respect to such Swap Obligation or Swap Agreement pursuant to any Security Document.

Section 6.03 Survival of Agreement. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Lenders and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any Lender or on its behalf and notwithstanding that the Administrative Agent, any other Agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect until terminated as provided in Section 6.15(a).

Section 6.04 Binding Effect; Several Agreement. This Agreement shall become effective as to any Party when a counterpart hereof executed on behalf of such Party shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon such Party and the Administrative Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Party, the Administrative Agent and the other Secured Parties and their respective successors and assigns, except that no Party shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Party and may be amended, modified, supplemented, waived or released with respect to any Party without the approval of any other Party and without affecting the obligations of any other Party hereunder.

Section 6.05 Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Guarantor or Grantor or the Administrative Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

Section 6.06 Fees and Expenses; Indemnification. The parties hereto agree that the Administrative Agent and the other Agents shall be entitled to reimbursement of their respective

expenses incurred hereunder and thereunder and indemnification, in each case as provided in Section 9.03 of the Credit Agreement.

Section 6.07 Administrative Agent Appointed Attorney-in-Fact. Each Guarantor and Grantor hereby appoints the Administrative Agent the attorney-in-fact of such Guarantor or Grantor during the continuance of an Event of Default for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Administrative Agent may reasonably deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Administrative Agent shall have the right, upon the occurrence and during the continuance of an Event of Default, with full power of substitution either in the Administrative Agent's name or in the name of such Guarantor or Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, cheques, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (e) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; and (f) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Administrative Agent were the absolute owner of the Collateral for all purposes; provided that nothing herein contained shall be construed as requiring or obligating the Administrative Agent to make any commitment or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, other than to exercise commercially reasonable care in the custody and preservation of any Collateral in its possession. The Administrative Agent and the Lead Borrower acknowledge that the exercise of the powers granted to the Administrative Agent herein to deal with or dispose of the Collateral on a basis in keeping with orderly business proceedings designed to preserve the value of the Collateral to customers of the Grantor would be commercially reasonable.

Section 6.08 Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 6.09 Waivers; Amendment.

(a) No failure or delay by the Administrative Agent, any other Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the other Agents, the Issuing Banks and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Party therefrom shall in any event be effective unless the same shall be permitted

by Section 6.09(b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any other Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time. No notice or demand on any Party in any case shall entitle any Party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Parties with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement.

Section 6.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO (INCLUDING, FOR THE AVOIDANCE OF DOUBT, THE ADMINISTRATIVE AGENT) HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (INCLUDING, FOR THE AVOIDANCE OF DOUBT, THE ADMINISTRATIVE AGENT) (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 6.11 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 6.12 Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with any relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Administrative Agent reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement. Any party delivering an executed counterpart of this Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually

executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

Section 6.13 Headings. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

Section 6.14 Jurisdiction; Consent to Service of Process.

(a) Each of the parties hereto (including, for the avoidance of doubt, the Administrative Agent) hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the courts of the Province of Ontario, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in the Province of Ontario. Each of the parties hereto (including, for the avoidance of doubt, the Administrative Agent) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent, any Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement against Holdings, Lead Borrower or any other Party or any of their respective properties in the courts of any jurisdiction.

(b) Each of the parties hereto (including, for the avoidance of doubt, the Administrative Agent) hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in Section 6.14(a). Each of the parties hereto (including, for the avoidance of doubt, the Administrative Agent) hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement (including, for the avoidance of doubt, the Administrative Agent) irrevocably consents to service of process in the manner provided for notices in Section 6.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 6.15 Termination or Release.

(a) This Agreement, the Guarantees made herein, the Security Interest and all other security interests granted hereby shall automatically terminate upon Payment in Full of the Obligations.

(b) A Subsidiary Party shall automatically be released from its obligations hereunder and, in the case of a Subsidiary Party that is a Subsidiary Grantor, the Security Interest in the Collateral of such Subsidiary Grantor shall be automatically released upon (i) the consummation of any transaction not prohibited by the Credit Agreement as a result of which such Subsidiary

Party ceases to be a Subsidiary of Holdings, or (ii) designation of a Restricted Subsidiary as an Unrestricted Subsidiary pursuant to Section 5.13(b) of the Credit Agreement.

(c) Upon any sale or other transfer by any Grantor of any Collateral that is not prohibited by the Credit Agreement to any Person that is not a Grantor, or upon the effectiveness of any written consent to the release of the Security Interest granted hereby in any Collateral pursuant to Section 9.02 of the Credit Agreement, the Security Interest in such Collateral shall be automatically released.

(d) Upon satisfaction of the Specified Term Release Conditions, the Security Interest in the Specified Term Loan Collateral shall be automatically released.

(e) In connection with any termination or release pursuant to Section 6.15(a), (b), (c) or (d) above, the Administrative Agent shall execute and deliver to any Grantor at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release and shall authorize the filing of any applicable documents evidencing such termination or release (including, without limitation, PPSA discharge statements). Any execution and delivery of documents pursuant to this Section 6.15 shall be without recourse to or warranty by the Administrative Agent.

Section 6.16 Additional Parties.

(a) Pursuant to, and to the extent provided in, Section 5.11 of the Credit Agreement, additional Restricted Subsidiaries may be required to enter into this Agreement as Guarantors and Grantors. Upon execution and delivery by the Administrative Agent and any such Restricted Subsidiary of an instrument in the form of Exhibit A hereto, such Restricted Subsidiary shall become a Subsidiary Guarantor and a Subsidiary Grantors hereunder with the same force and effect as if originally named as a Subsidiary Guarantor and a Subsidiary Grantor herein.

(b) The execution and delivery of any such instrument described in Section 6.16(a) shall not require the consent of any other party hereto or any Secured Party. The rights and obligations of each party hereunder shall remain in full force and effect notwithstanding the addition of any new Subsidiary Guarantor and Subsidiary Grantor as a party to this Agreement.

Section 6.17 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Issuing Bank and Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Issuing Bank or Lender to or for the credit or the account of any Guarantor against any of and all the obligations of such Guarantor now or hereafter existing under this Agreement owed to such Issuing Bank or Lender, irrespective of whether or not such Issuing Bank or Lender shall have made any demand under this Agreement and although such obligations may be unmatured; provided, that, in the event that any Defaulting Lender shall exercise any such right of set-off, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 4.02 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders and (y) the

Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of set-off. The rights of each Issuing Bank and Lender under this Section 6.17 are in addition to other rights and remedies (including other rights of setoff) which such Issuing Bank or Lender may have. Any Lender or Issuing Bank exercising its rights under this Section 6.17 shall give notice thereof to the relevant Guarantor on or prior to the day of the exercise of such rights.

Section 6.18 Judgement Currency. If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Agreement or any other Loan Document, it becomes necessary to convert into a particular currency (the “Judgment Currency”) any amount due under this Agreement or under any other Loan Document in any currency other than the Judgment Currency (the “Currency Due”), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose “rate of exchange” means the rate at which the Administrative Agent is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice. In the event that there is a change in the rate of exchange prevailing between the Business Day immediately preceding the day on which the judgment is given and the date of receipt by the Administrative Agent of the amount due, the applicable Loan Party shall, on the date of receipt by the Administrative Agent, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by the Administrative Agent on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by the Administrative Agent is the amount then due under this Agreement or such other Loan Document in the Currency Due. If the amount of the Currency Due which the Administrative Agent is so able to purchase is less than the amount of the Currency Due originally due to it, the applicable Loan Party shall indemnify and save the Administrative Agent and the Secured Parties harmless from and against all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Agreement and the other Loan Documents, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Administrative Agent from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due under this Agreement or any other Loan Document or under any judgment or order.

Section 6.19 Amalgamation. Each Grantor acknowledges and agrees that, in the event such Grantor amalgamates with any other corporation or corporations, it is the intention of the parties hereto that the terms “Loan Party”, “Grantor”, and “Guarantor” when used in this Agreement or any other Loan Document, shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interest: (a) shall extend to “Collateral” owned by each of the amalgamating corporations at the time of amalgamation, and upon the consummation of the amalgamation, to the “Collateral” of the amalgamated corporation and to any “Collateral” thereafter owned or acquired by the amalgamated corporation; (b) shall secure at the time of the amalgamation all “Obligations” of each of the amalgamating corporations to Administrative Agent for the benefit of the Secured Parties, and upon the consummation of the amalgamation, the “Obligations” of the amalgamated corporation to the Administrative Agent for the benefit of the Secured Parties; and (c) shall attach to all “Collateral” owned by each corporation amalgamating with such Grantor, and upon the consummation of the amalgamation, shall attach

to all “Collateral” of the amalgamated corporation, and shall attach to all “Collateral” thereafter owned or acquired by the amalgamated corporation when such becomes owned or is acquired.

Section 6.20 Interest Act. For the purposes of the *Interest Act* (Canada) and disclosure thereunder, whenever any interest or any fee to be paid under any Loan Document is to be calculated on the basis of a 360-day or 365-day year, the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360 or 365, as applicable. The rates of interest under this Agreement are nominal rates, and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement.

Section 6.21 Copy of Agreement. Each Grantor hereby acknowledges receipt of a signed copy of this Agreement and hereby waives, to the fullest extent under applicable Laws, the requirement to be provided with a copy of any verification statement issued in respect of a financing statement or financing change statement filed under the PPSA in connection with this Agreement to perfect the Security Interest created herein.

Section 6.22 Intercreditor Agreements.

(a) The Grantors and the Administrative Agent acknowledge that the exercise of certain of the Administrative Agent’s rights and remedies under this Agreement and the other Loan Documents may be subject to, and restricted by, the provisions of any Intercreditor Agreement. In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, the terms of such Intercreditor Agreement shall control. The Administrative Agent, on behalf of itself and the other Secured Parties, acknowledges and agrees that it and the other Secured Parties shall be bound by the terms and conditions of each Intercreditor Agreement. Except as specified herein, nothing contained in any Intercreditor Agreement shall be deemed to modify any of the provisions of this Agreement, which, as among the Parties and the Administrative Agent shall remain in full force and effect.

(b) The Administrative Agent is authorized by the Parties (and deemed authorized by each Secured Party (whether or not a signatory hereto) by acceptance by such Secured Party of the benefits of this Agreement and the other Security Documents) to effect transfers of Collateral at any time in its possession (and any “Control” or similar agreements with respect to such Collateral) to give effect to the priorities with respect to Collateral established by any one or more Intercreditor Agreements in accordance with the terms thereof.

(c) Each of the Parties expressly acknowledges and agrees that, notwithstanding the fact that the exercise of certain of the Administrative Agent’s and the other Secured Parties’ rights under this Agreement and the other Loan Documents may be subject to any Intercreditor Agreement, no action taken or not taken by the Administrative Agent or any other Secured Party in accordance with the terms of an Intercreditor Agreement shall constitute, or be deemed to constitute, a waiver by the Administrative Agent or any other Secured Party of any rights such Person has with respect to any Party under this Agreement or any other Loan Document.

(d) The requirements of this Agreement to deliver Collateral and any certificates, instruments or documents in relation thereto to the Administrative Agent or any obligation with respect to the delivery, transfer, control, notation or provision of voting rights with respect to any Collateral shall be deemed satisfied by the delivery, transfer, control, notation or provision in favour of the party specified in the applicable Intercreditor Agreement.

[The remainder of this page has been left blank intentionally.]

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

GRANTORS:

SPARCEB HOLDINGS LLC

By: _____
Name: Nancy Benson
Title: Treasurer

EDDIE BAUER OF CANADA CORPORATION

By: _____
Name: Nancy Benson
Title: Assistant Treasurer

13051269 CANADA INC.

By: _____
Name: Nancy Benson
Title: Assistant Treasurer

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: 
Name: Danielle Baldinelli
Title: Managing Director

SCHEDULE I
to the Security Agreement

Subsidiary Grantors

SPARC EB Holding LLC
Eddie Bauer of Canada Corporation
13051269 Canada Inc.

SCHEDULE II
to the Security Agreement

Subsidiary Guarantors

Eddie Bauer of Canada Corporation
13051269 Canada Inc.

SCHEDULE III
to the Security Agreement

Legal names of each Grantor:

Legal name of Grantor	Type of Organization	Jurisdiction of Organization	Chief Executive Office and Registered Office	Jurisdictions of Tangible Collateral in Canada and US
Eddie Bauer of Canada Corporation	Corporation	Canada	Chief Executive Office: 30th Fl - 360 Main St., Winnipeg, Manitoba, R3C 4G1 Registered Office: 199 Bay Street, Suite 5300 Commerce Court West Toronto, ON M5L 1B9	Alberta Ontario British Columbia Nova Scotia Manitoba New Brunswick Saskatchewan
13051269 Canada Inc.	Corporation	Canada	Chief Executive Office: 30th Fl - 360 Main St., Winnipeg, Manitoba, R3C 4G1 Registered Office: 199 Bay Street, Suite 5300 Commerce Court West Toronto, ON M5L 1B9	Alberta Ontario British Columbia Nova Scotia Manitoba New Brunswick Saskatchewan
SPARC EB Holding LLC	Limited Liability Company	Delaware	Chief Executive Office: 10401 Northeast 8 th Street, Suite 500	None

			Bellevue, WA, 98004	
--	--	--	------------------------	--

EXHIBIT A

to the Canadian Limited Guarantee and Collateral Agreement

JOINDER SUPPLEMENT NO. [], dated as of [●], to the Canadian Guarantee and Collateral Agreement, dated as of February 8, 2026 (as amended, amended and restated, supplemented or otherwise modified from time to time, “Collateral Agreement”), among **SPARC EB HOLDINGS LLC, EDDIE BAUER OF CANADA CORPORATION, 13051269 CANADA INC.**, each other Restricted Subsidiary of Holdings party thereto (together with Holdings, the Lead Borrower, the “Parties”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined therein).

A. Reference is made to the Credit Agreement dated as of December 7, 2020 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Holdings, the Lead Borrower, each other Restricted Subsidiary of Holdings party thereto from time to time, the lenders from time to time party thereto (the “Lenders”), the Administrative Agent and the other agents thereunder (collectively, the “Agents”).

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Collateral Agreement and, if not defined therein, in the Credit Agreement.

C. The Parties have entered into the Collateral Agreement in order to induce the Lenders to make Loans and the Issuing Banks to issue Letters of Credit. Section 6.16 of the Collateral Agreement provides that additional Restricted Subsidiaries of Holdings may become Subsidiary Guarantors and Subsidiary Grantors under the Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Restricted Subsidiary (the “New Subsidiary”) is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Subsidiary Guarantor and Subsidiary Grantor under the Collateral Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Administrative Agent and the New Subsidiary agree as follows:

Section 1. The Collateral Agreement is hereby incorporated herein by reference.

Section 2. Obligations as a Subsidiary Guarantor. In accordance with Section 6.16 of the Collateral Agreement, the New Subsidiary by its signature below becomes a Subsidiary Guarantor (and accordingly, becomes a Guarantor) under the Collateral Agreement with the same force and effect as if originally named therein as a Guarantor and the New Subsidiary hereby (a) agrees to all the terms and provisions of the Collateral Agreement applicable to it as a Guarantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Guarantor thereunder are true and correct on and as of the date hereof. Each reference to a “Loan Party”, “Subsidiary Guarantor” or “Guarantor” in the Collateral Agreement shall be deemed to include the New Subsidiary.

Section 3. Obligations as a Subsidiary Grantor. In accordance with Section 6.16 of the Collateral Agreement, the New Subsidiary by its signature below becomes a Subsidiary Grantor (and accordingly, becomes a Grantor) under the Collateral Agreement with the same force and effect as if originally named therein as a Grantor and the New Subsidiary hereby (a) agrees to all the terms and provisions of the Collateral Agreement applicable to it as a Subsidiary Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Subsidiary Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Subsidiary, as security for the payment or performance, as the case may be, in full of the Obligations, hereby assigns and pledges to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the Collateral of the New Subsidiary. Each reference to a “Loan Party”, “Subsidiary Grantor” or “Grantor” in the Collateral Agreement shall be deemed to include the New Subsidiary.

Section 4. The New Subsidiary represents and warrants to the Administrative Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

Section 5. The New Subsidiary hereby represents and warrants that Schedule I attached hereto is a completed Perfection Certificate (but solely with respect to such New Subsidiary and its assets and not with respect to any other Grantor or its assets) dated the date hereof and signed by an executive officer or Financial Officer of the New Subsidiary.

Section 6. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when (a) the Administrative Agent shall have received a counterpart of this Supplement that bears the signature of the New Subsidiary and (b) the Administrative Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile or electronic transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

Section 7. Except as expressly supplemented hereby, the Collateral Agreement shall remain in full force and effect.

Section 8. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

Section 9. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid,

illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 10. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Collateral Agreement.

Section 11. The New Subsidiary agrees that the Administrative Agent and the other Agents shall be entitled to reimbursement for their respective expenses in connection with this Supplement, in each case as provided in Section 9.03 of the Credit Agreement.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the New Subsidiary and the Administrative Agent have duly executed this Supplement to the Collateral Agreement as of the day and year first above written.

[NAME OF NEW SUBSIDIARY],
as a Subsidiary Guarantor

By: _____
Name:
Title:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Administrative Agent

By: _____
Name:
Title:

SCHEDULE I
to Joinder Supplement No. [] to the Canadian Limited Guarantee and Collateral Agreement

Executed Perfection Certificate
[See attached]

This is Exhibit "I" referred to in the Affidavit of Stephen Coulombe sworn remotely before me at the City of Toronto, in the Province of Ontario, while the deponent was located in the City of Boston, in the State of Massachusetts on February 9, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO # 79390S

317

RUN NUMBER : 036
RUN DATE : 2026/02/05
ID : 20260205164333.54

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(5652)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 13051269 CANADA INC.

FILE CURRENCY : 04FEB 2026

ENQUIRY NUMBER 20260205164333.54 CONTAINS 3 PAGE(S), 1 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

ONCORP - OSLER, HOSKIN & HARCOURT LLP - JULIE HARVEY

1 FIRST CANADIAN PL, PO BOX 50
TORONTO ON M5X 1B8

CONTINUED... 2

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crf6 05/2022)

Ontario 

RUN NUMBER : 036
RUN DATE : 2026/02/05
ID : 20260205164333.54

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(5653)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 13051269 CANADA INC.
FILE CURRENCY : 04FEB 2026

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
524059857

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20260205 1022 9234 7504	P PPSA	10

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
EDDIE BAUER OF CANADA CORPORATION				

02

03

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS 30TH FL - 360 MAIN STREET WINNIPEG MB R3C 4G1

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
13051269 CANADA INC.				

05

06

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS 30TH FL - 360 MAIN STREET WINNIPEG MB R3C 4G1

08

09

SECURED PARTY / LIEN CLAIMANT

WELLS FARGO BANK, NATIONAL ASSOCIATION

ADDRESS 125 HIGH STREET, SUITE 1100 BOSTON MA 02110

COLLATERAL CLASSIFICATION

10

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
X	X	X	X	X			

11

12

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

13

14

15

GENERAL COLLATERAL DESCRIPTION

16

17

REGISTERING AGENT

BLAKE, CASSELS & GRAYDON LLP (R. SAPRA/LLB)

ADDRESS 4000 COMMERCE COURT WEST, 199 BAY STREET TORONTO ON M5L 1A9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES



319

RUN NUMBER : 036
RUN DATE : 2026/02/05
ID : 20260205164333.54

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(5654)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 13051269 CANADA INC.
FILE CURRENCY : 04FEB 2026

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
524059857	20260205	1022	9234	7504

1 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj6 05/2022)



320

RUN NUMBER : 036
RUN DATE : 2026/02/05
ID : 20260205164401.21

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(5655)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : EDDIE BAUER OF CANADA CORPORATION

FILE CURRENCY : 04FEB 2026

ENQUIRY NUMBER 20260205164401.21 CONTAINS 4 PAGE(S), 2 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

ONCORP - OSLER, HOSKIN & HARCOURT LLP - JULIE HARVEY
1 FIRST CANADIAN PL, PO BOX 50
TORONTO ON M5X 1B8

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj6 05/2022)

CONTINUED... 2

Ontario 

RUN NUMBER : 036
RUN DATE : 2026/02/05
ID : 20260205164401.21

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(5656)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EDDIE BAUER OF CANADA CORPORATION
FILE CURRENCY : 04FEB 2026

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
524059857

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20260205 1022 9234 7504 P PPSA 10

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME EDDIE BAUER OF CANADA CORPORATION

04 ADDRESS 30TH FL - 360 MAIN STREET WINNIPEG ONTARIO CORPORATION NO. MB R3C 4G1

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME 13051269 CANADA INC.

07 ADDRESS 30TH FL - 360 MAIN STREET WINNIPEG ONTARIO CORPORATION NO. MB R3C 4G1

08 SECURED PARTY / LIEN CLAIMANT WELLS FARGO BANK, NATIONAL ASSOCIATION

09 ADDRESS 125 HIGH STREET, SUITE 1100 BOSTON MA 02110

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X X

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT BLAKE, CASSELS & GRAYDON LLP (R. SAPRA/LLB)

17 ADDRESS 4000 COMMERCE COURT WEST, 199 BAY STREET TORONTO ON M5L 1A9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(cj1fv 05/2022)



RUN NUMBER : 036
RUN DATE : 2026/02/05
ID : 20260205164401.21

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(5657)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EDDIE BAUER OF CANADA CORPORATION
FILE CURRENCY : 04FEB 2026

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
522009396

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	001		20251117 0859 1031 0538	P PPSA	05

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

BUSINESS NAME : EDDIE BAUER OF CANADA CORPORATION

ADDRESS : 201 AVIVA PARK DR. WOODBRIDGE ON L4L 9C1

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

BUSINESS NAME : [REDACTED] ONTARIO CORPORATION NO. [REDACTED]

ADDRESS : [REDACTED]

SECURED PARTY / LIEN CLAIMANT : HIS MAJESTY IN RIGHT OF ONTARIO REPRESENTED BY THE MINISTRY OF FINANCE

ADDRESS : 400-130 DUFFERIN AVENUE LONDON ON N6A 6G8

COLLATERAL CLASSIFICATION		MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	
X	X	X	X	X	5692

MOTOR VEHICLE	YEAR	MAKE	MODEL	VIN

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT : MINISTRY OF FINANCE, AM & COLLECTIONS BRANCH, EHT, BN#855157855

ADDRESS : 400-130 DUFFERIN AVENUE, (174/746) LONDON ON N6A 6G8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



323

RUN NUMBER : 036
RUN DATE : 2026/02/05
ID : 20260205164401.21

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(5658)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EDDIE BAUER OF CANADA CORPORATION
FILE CURRENCY : 04FEB 2026

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
524059857	20260205	1022	9234	7504
522009396	20251117	0859	1031	0538

2 REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj6 05/2022)





Saskatchewan Personal Property Registry Search Result

Searching Party: OnCorp Direct Inc.
Search Date: 05-Feb-2026 15:43:22
Search Type: Standard

Search #: 204974970
Client Reference:
Control #:

Search Criteria

Search By: Business Debtor Name

Business Name

13051269 Canada Inc.

The following list displays all matches & indicates the ones that were selected.

1 Registration(s) Found: Exacts (1) - Similar (0)

Selected	Match	Reg #	Registration Type	Debtor Name	City	Enforcement Instruction Reg #
Yes	Exact	302791541	Personal Property Security Agreement	13051269 CANADA INC.	WINNIPEG	N/A



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement

Registration #: 302791541

Registration Date: 05-Feb-2026 09:23:17

Expiry Date: 05-Feb-2036

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	154783915-1	Address:	4000 COMMERCE COURT WEST, 199 BAY STREET TORONTO, Ontario M5L1A9 Canada
Entity Type:	Business		
Name:	BLAKE, CASSELS & GRAYDON LLP (R. SAPRA-LLB)		

Secured Party

Item #:	1	Address:	125 HIGH STREET, SUITE 1100 BOSTON, Massachusetts 02110 United States of America
Party ID:	154783918-1		
Entity Type:	Business		
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		

Debtor Party

Item #:	1	Address:	30TH FL - 360 MAIN STREET WINNIPEG, Manitoba R3C4G1 Canada
Party ID:	154783916-1		
Entity Type:	Business		
Name:	EDDIE BAUER OF CANADA CORPORATION		
* Item #:	2	Address:	30TH FL - 360 MAIN STREET WINNIPEG, Manitoba R3C4G1 Canada
Party ID:	154783917-1		
Entity Type:	Business		
Name:	13051269 CANADA INC.		

General Property

ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

End of Search Result



**Saskatchewan
Personal Property Registry
Search Result**

Searching Party: OnCorp Direct Inc.
Search Date: 05-Feb-2026 15:46:02
Search Type: Standard

Search #: 204974973
Client Reference:
Control #:

Search Criteria

Search By: Business Debtor Name
Business Name

Eddie Bauer of Canada Corporation

The following list displays all matches & indicates the ones that were selected.
1 Registration(s) Found: Exacts (1) - Similar (0)

Selected	Match	Reg #	Registration Type	Debtor Name	City	Enforcement Instruction Reg #
Yes	Exact	302791541	Personal Property Security Agreement	EDDIE BAUER OF CANADA CORPORATION	WINNIPEG	N/A



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 05-Feb-2026 09:23:17

Registration #: 302791541
Expiry Date: 05-Feb-2036

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	154783915-1	Address:	4000 COMMERCE COURT WEST, 199 BAY STREET TORONTO, Ontario M5L1A9 Canada
Entity Type:	Business		
Name:	BLAKE, CASSELS & GRAYDON LLP (R. SAPRA-LLB)		

Secured Party

Item #:	1	Address:	125 HIGH STREET, SUITE 1100 BOSTON, Massachusetts 02110 United States of America
Party ID:	154783918-1		
Entity Type:	Business		
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		

Debtor Party

* Item #:	1	Address:	30TH FL - 360 MAIN STREET WINNIPEG, Manitoba R3C4G1 Canada
Party ID:	154783916-1		
Entity Type:	Business		
Name:	EDDIE BAUER OF CANADA CORPORATION		
Item #:	2	Address:	30TH FL - 360 MAIN STREET WINNIPEG, Manitoba R3C4G1 Canada
Party ID:	154783917-1		
Entity Type:	Business		
Name:	13051269 CANADA INC.		

General Property

ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

End of Search Result

Business Debtor - "13051269 Canada Inc."

Search Date and Time: February 5, 2026 at 1:42:44 pm Pacific time
Account Name: Dye & Durham Corporation

TABLE OF CONTENTS

1 Match in 1 Registration in Report

Exact Matches: 1 (*)

Total Search Report Pages: 3

	Base Registration	Base Registration Date	Debtor Name	Page
1	771200R	February 5, 2026	* 13051269 CANADA INC.	2

Base Registration Number: 771200R

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	February 5, 2026 at 7:22:43 am Pacific time
Current Expiry Date and Time:	February 5, 2036 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 5, 2026 at 1:42:44 pm Pacific time)

Secured Party Information

WELLS FARGO BANK, NATIONAL ASSOCIATION

Address

125 HIGH STREET, SUITE 1100
BOSTON MA
02110 United States of America

Debtor Information

EDDIE BAUER OF CANADA CORPORATION

Address

30TH FL - 360 MAIN STREET
WINNIPEG MB
R3C 4G1 Canada

13051269 CANADA INC.

Address

30TH FL - 360 MAIN STREET
WINNIPEG MB
R3C 4G1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Original Registering Party

**BLAKE, CASSELS & GRAYDON LLP
(R. SAPRA/LLB)**

Address

4000 COMMERCE COURT WEST, 199 BAY STREET
TORONTO ON
M5L 1A9 Canada



Business Debtor - "Eddie Bauer of Canada Corporation"

Search Date and Time: February 5, 2026 at 1:42:53 pm Pacific time
Account Name: Dye & Durham Corporation

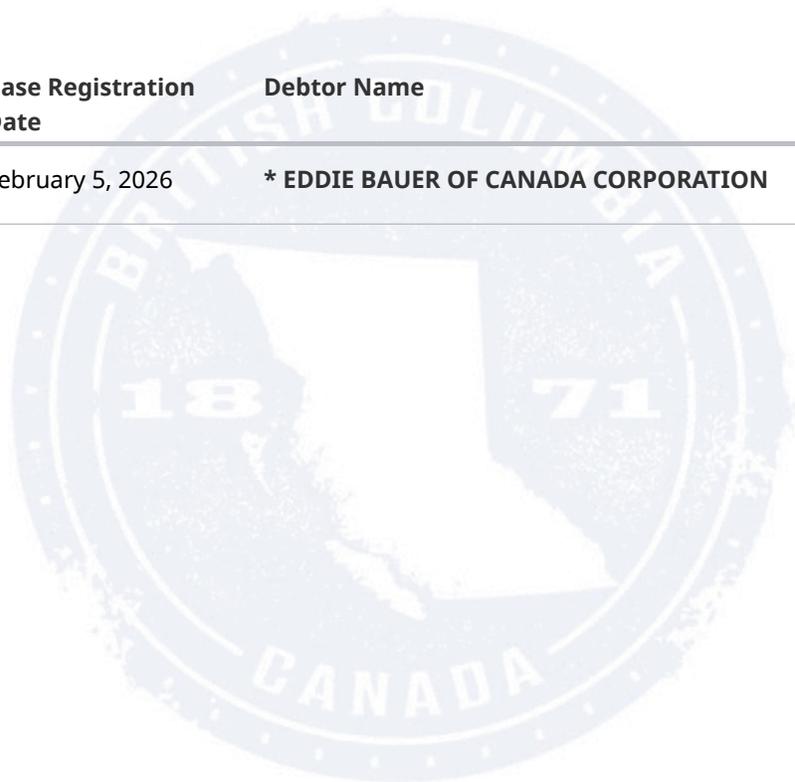
TABLE OF CONTENTS

1 Match in 1 Registration in Report

Exact Matches: 1 (*)

Total Search Report Pages: 3

	Base Registration	Base Registration Date	Debtor Name	Page
1	771200R	February 5, 2026	* EDDIE BAUER OF CANADA CORPORATION	2



Base Registration Number: 771200R

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	February 5, 2026 at 7:22:43 am Pacific time
Current Expiry Date and Time:	February 5, 2036 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 5, 2026 at 1:42:53 pm Pacific time)

Secured Party Information

WELLS FARGO BANK, NATIONAL ASSOCIATION

Address

125 HIGH STREET, SUITE 1100
BOSTON MA
02110 United States of America

Debtor Information

EDDIE BAUER OF CANADA CORPORATION

Address

30TH FL - 360 MAIN STREET
WINNIPEG MB
R3C 4G1 Canada

13051269 CANADA INC.

Address

30TH FL - 360 MAIN STREET
WINNIPEG MB
R3C 4G1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Original Registering Party

**BLAKE, CASSELS & GRAYDON LLP
(R. SAPRA/LLB)**

Address

4000 COMMERCE COURT WEST, 199 BAY STREET
TORONTO ON
M5L 1A9 Canada



Search ID #: Z19689418

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 07175350-EDD3 5
5978

Search ID #: Z19689418

Date of Search: 2026-Feb-05

Time of Search: 14:43:59

Business Debtor Search For:

13051269 CANADA INC.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z19689418

Business Debtor Search For:

13051269 CANADA INC.

Search ID #: Z19689418

Date of Search: 2026-Feb-05

Time of Search: 14:43:59

Registration Number: 26020506854

Registration Type: SECURITY AGREEMENT

Registration Date: 2026-Feb-05

Registration Status: Current

Expiry Date: 2036-Feb-05 23:59:59

Exact Match on: Debtor No: 2

Debtor(s)

Block

Status

1 EDDIE BAUER OF CANADA CORPORATION
30TH FL - 360 MAIN STREET
WINNIPEG, MB R3C 4G1

Current

Block

Status

2 13051269 CANADA INC.
30TH FL - 360 MAIN STREET
WINNIPEG, MB R3C 4G1

Current

Secured Party / Parties

Block

Status

1 WELLS FARGO BANK, NATIONAL ASSOCIATION
125 HIGH STREET, SUITE 1100
BOSTON, MA 02110
Email: maggie.townsend@wellsfargo.com

Current

Collateral: General

Block

Description

Status

1 ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Current

Result Complete

Search ID #: Z19689420

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 07175351-EDD3 5
5978

Search ID #: Z19689420

Date of Search: 2026-Feb-05

Time of Search: 14:44:14

Business Debtor Search For:

EDDIE BAUER OF CANADA CORPORATION

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z19689420

Business Debtor Search For:

EDDIE BAUER OF CANADA CORPORATION

Search ID #: Z19689420

Date of Search: 2026-Feb-05

Time of Search: 14:44:14

Registration Number: 26020506854

Registration Type: SECURITY AGREEMENT

Registration Date: 2026-Feb-05

Registration Status: Current

Expiry Date: 2036-Feb-05 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 EDDIE BAUER OF CANADA CORPORATION
30TH FL - 360 MAIN STREET
WINNIPEG, MB R3C 4G1

Current

Block

Status

2 13051269 CANADA INC.
30TH FL - 360 MAIN STREET
WINNIPEG, MB R3C 4G1

Current

Secured Party / Parties

Block

Status

1 WELLS FARGO BANK, NATIONAL ASSOCIATION
125 HIGH STREET, SUITE 1100
BOSTON, MA 02110
Email: maggie.townsend@wellsfargo.com

Current

Collateral: General

Block

Description

Status

1 ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Current

Result Complete

Sue Shaunessy



Business Debtor

- Search Results
- Print Requests
- Mailing Information
- Payment

Help

Search by Business Debtor

Date: 2026-02-05 Business Name: 13051269 Canada Inc.
 Time: 3:46:22 PM
 Transaction Number: 10282071162

1 exact match was found.
0 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. 13051269 CANADA INC.	1

1. 13051269 CANADA INC.

1.1 13051269 CANADA INC.: Registration 202602027203 (2026-02-05 9:23:55 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2036-02-05
Debtor Address	30TH FL - 360 MAIN STREET WINNIPEG, MB CA R3C 4G1
This registration is jointly registered with these business debtors	EDDIE BAUER OF CANADA CORPORATION
Secured Parties (party code, name, address)	WELLS FARGO BANK, NATIONAL ASSOCIATION 125 HIGH STREET, SUITE 1100 BOSTON, MA US 02110
General Collateral Description	The Security interest is taken in all of the debtors' present and after-acquired personal property.

[Back to Top](#)

END OF EXACT MATCHES

Additional Options:

To request Printed Search Results or Printed Registered Documents, please select the "Print Requests" tab.
 To start a new search, please select the "New Search" button:

New Search

- Search Results
- Print Requests
- Mailing Information
- Payment

[Printer Friendly Version](#)

Privacy

- Services
- Account Services
 - Account Statements
- Registration Services
 - Financing Statement
 - Change Statement
 - Discharge Statement
 - Global Change
- Search Services
 - Individual Debtor
 - Business Debtor
 - Registration Number
 - Serial Number
 - Document Copies
- Other Services
 - Fees
 - Party Code
 - Registration History
 - Contact Us
- eRegistration
 - Land Titles Online
 - Plan Deposit Submission
 - Title Check
 - Account, Fees, and Payment

Sue Shaunessy



Business Debtor

- Search Results
- Print Requests
- Mailing Information
- Payment

Help

Search by Business Debtor

Date: 2026-02-05 Business Name: Eddie Bauer of Canada Corporation
 Time: 3:46:54 PM
 Transaction Number: 10282071180

1 exact match was found.
0 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. EDDIE BAUER OF CANADA CORPORATION	1

1. EDDIE BAUER OF CANADA CORPORATION

1.1 EDDIE BAUER OF CANADA CORPORATION: Registration 202602027203 (2026-02-05 9:23:55 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2036-02-05
Debtor Address	30TH FL - 360 MAIN STREET WINNIPEG, MB CA R3C 4G1
This registration is jointly registered with these business debtors	13051269 CANADA INC.
Secured Parties (party code, name, address)	WELLS FARGO BANK, NATIONAL ASSOCIATION 125 HIGH STREET, SUITE 1100 BOSTON, MA US 02110
General Collateral Description	The Security interest is taken in all of the debtors' present and after-acquired personal property.

[Back to Top](#)

END OF EXACT MATCHES

Additional Options:

To request Printed Search Results or Printed Registered Documents, please select the "Print Requests" tab.
 To start a new search, please select the "New Search" button:

New Search

- Search Results
- Print Requests
- Mailing Information
- Payment

[Printer Friendly Version](#)

Privacy

- Services
- Account Services
 - Account Statements
- Registration Services
 - Financing Statement
 - Change Statement
 - Discharge Statement
 - Global Change
- Search Services
 - Individual Debtor
 - Business Debtor
- Other Services
 - Registration Number
 - Serial Number
 - Document Copies
 - Fees
 - Party Code
 - Registration History
 - Contact Us
- eRegistration
 - Land Titles Online
 - Plan Deposit Submission
 - Title Check
 - Account, Fees, and Payment

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Nova Scotia
Type of Search: Debtors (Enterprise)
Search Criteria: 13051269 Canada Inc.
Date and Time of Search (YYYY-MM-DD hh:mm): 2026-02-05 17:49 (Atlantic)
Transaction Number: 28079234
Searched By: S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	42702431	13051269 CANADA INC.	WINNIPEG

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 1 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 42702431

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	42702431	2026-02-05 11:23	2036-02-05	4108818515

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 EDDIE BAUER OF CANADA CORPORATION
 30TH FL - 360 MAIN STREET

WINNIPEG MB R3C 4G1
Canada

Type: Enterprise
13051269 CANADA INC.
30TH FL - 360 MAIN STREET
WINNIPEG MB R3C 4G1
Canada

Secured Parties

Type: Enterprise
WELLS FARGO BANK, NATIONAL ASSOCIATION
125 HIGH STREET, SUITE 1100
BOSTON MA 02110
USA

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Nova Scotia
Type of Search: Debtors (Enterprise)
Search Criteria: Eddie Bauer of Canada Corporation
Date and Time of Search (YYYY-MM-DD hh:mm): 2026-02-05 17:49 (Atlantic)
Transaction Number: 28079236
Searched By: S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	42702431	EDDIE BAUER OF CANADA CORPORATION	WINNIPEG

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 1 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 42702431

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	42702431	2026-02-05 11:23	2036-02-05	4108818515

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 EDDIE BAUER OF CANADA CORPORATION
 30TH FL - 360 MAIN STREET

WINNIPEG MB R3C 4G1
Canada

Type: Enterprise
13051269 CANADA INC.
30TH FL - 360 MAIN STREET
WINNIPEG MB R3C 4G1
Canada

Secured Parties

Type: Enterprise
WELLS FARGO BANK, NATIONAL ASSOCIATION
125 HIGH STREET, SUITE 1100
BOSTON MA 02110
USA

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: New Brunswick
Type of Search: Debtors (Enterprise)
Search Criteria: 13051269 Canada Inc.
Date and Time of Search (YYYY-MM-DD hh:mm): 2026-02-05 17:49 (Atlantic)
Transaction Number: 28079239
Searched By: S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	42906990	13051269 CANADA INC.	WINNIPEG

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 1 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 42906990

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	42906990	2026-02-05 11:23	2036-02-05	4108818614

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 EDDIE BAUER OF CANADA CORPORATION
 30TH FL - 360 MAIN STREET

WINNIPEG MB R3C 4G1
Canada

Type: Enterprise
13051269 CANADA INC.
30TH FL - 360 MAIN STREET
WINNIPEG MB R3C 4G1
Canada

Secured Parties

Type: Enterprise
WELLS FARGO BANK, NATIONAL ASSOCIATION
125 HIGH STREET, SUITE 1100
BOSTON MA 02110
USA

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: New Brunswick
Type of Search: Debtors (Enterprise)
Search Criteria: Eddie Bauer of Canada Corporation
Date and Time of Search (YYYY-MM-DD hh:mm): 2026-02-05 17:50 (Atlantic)
Transaction Number: 28079241
Searched By: S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	42906990	EDDIE BAUER OF CANADA CORPORATION	WINNIPEG

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 1 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 42906990

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	42906990	2026-02-05 11:23	2036-02-05	4108818614

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 EDDIE BAUER OF CANADA CORPORATION
 30TH FL - 360 MAIN STREET

WINNIPEG MB R3C 4G1
Canada

Type: Enterprise
13051269 CANADA INC.
30TH FL - 360 MAIN STREET
WINNIPEG MB R3C 4G1
Canada

Secured Parties

Type: Enterprise
WELLS FARGO BANK, NATIONAL ASSOCIATION
125 HIGH STREET, SUITE 1100
BOSTON MA 02110
USA

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

END OF REPORT

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF STEPHEN COULOMBE

OSLER, HOSKIN & HARCOURT LLP

100 King Street West, 1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Marc Wasserman (LSO# 44066M)

Tel: 416.862.4908

Email: mwasserman@osler.com

Shawn T. Irving (LSO# 50035U)

Tel: 416.862.4733

Email: sirving@osler.com

Martino Calvaruso (LSO# 57359Q)

Tel: 416.862.5960

Email: mcalvaruso@osler.com

Marleigh Dick (LSO# 79390S)

Tel: 416.862.4725

Email: mdick@osler.com

Fax: 416.862.6666

Lawyers for the Applicant

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	MONDAY, THE 9TH
)	
JUSTICE CAVANAGH	)	DAY OF FEBRUARY, 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

INTERIM STAY ORDER
(FOREIGN PROCEEDING)

THIS APPLICATION, made pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") and section 106 of the *Courts of Justice Act*, R.S.O. 1990 c. C. 43, as amended, by Eddie Bauer LLC, in its capacity as the proposed foreign representative (the "**Proposed Foreign Representative**") in respect of the proceedings commenced on February 9, 2026, in the United States Bankruptcy Court for the District of New Jersey pursuant to chapter 11 of title 11 of the United States Bankruptcy Code (the "**Foreign Proceeding**"), for an Order substantially in the form enclosed in the Application Record, was heard this day by judicial videoconference in Toronto, Ontario.

ON READING the Notice of Application and the affidavit of Stephen Coulombe affirmed 9, 2026, filed,

AND UPON HEARING the submissions of counsel for the Proposed Foreign Representative, counsel for KSV Restructuring Inc., in its capacity as the proposed information

officer (the “**Proposed Information Officer**”), and those other parties that were present and wished to be heard:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

STAY OF PROCEEDINGS

2. **THIS COURT ORDERS** that from the date hereof until such date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal in Canada (each, a “**Proceeding**”) shall be commenced or continued against or in respect of (a) 13051269 Canada Inc. and Eddie Bauer of Canada Corporation (collectively, the “**Canadian Debtors**”) or affecting their business (the “**Canadian Debtors’ Business**”) or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Canadian Debtors’ Property**”), or (b) Eddie Bauer LLC, Eddie Bauer Gift Card Services LLC and SPARC EB Holdings LLC (together with the Canadian Debtors, the “**Chapter 11 Debtors**”) or affecting their business in Canada (together with the Canadian Debtors’ Business, the “**Business**”) or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate in Canada, including all proceeds thereof (together with the Canadian Debtors’ Property, the “**Property**”), except with the written consent of the applicable Chapter 11 Debtor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Chapter 11 Debtors, or affecting the Business or the Property, are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

3. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities or person (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of any of the Chapter 11 Debtors, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the applicable Chapter 11 Debtor, or with leave of

this Court, provided that nothing in this Order shall (i) prevent the assertion of or the exercise of rights and remedies outside of Canada (including, without limitation, in the Foreign Proceeding), (ii) empower any Chapter 11 Debtor to carry on any business in Canada which such Chapter 11 Debtor is not lawfully entitled to carry on, (iii) affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA, (iv) prevent the filing of any registration to preserve or perfect a security interest, or (v) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

4. **THIS COURT ORDERS** that, during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, licence or permit in favour of or held by any of the Chapter 11 Debtors and affecting the Business or Property in Canada, except with the written consent of the applicable Chapter 11 Debtor, or with leave of this Court.

ADDITIONAL PROTECTIONS

5. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with any of the Chapter 11 Debtors or statutory or regulatory mandates for the supply of goods and/or services in Canada, including without limitation, all licencing arrangements, manufacturing arrangements, computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility, fuel, maintenance, customs broker services or other services provided in respect of the Property or Business of any of the Chapter 11 Debtors, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by any of the Chapter 11 Debtors, and that each of the Chapter 11 Debtors shall be entitled to the continued use in Canada of its current premises, bank accounts, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Chapter 11 Debtors in accordance with normal payment practices of the Chapter 11 Debtors or such practices as may be agreed upon by the supplier or service provider and the Chapter 11 Debtors or as may be ordered by the Court.

6. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Chapter 11 Debtors with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Chapter 11 Debtors whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

NO SALE OF PROPERTY

7. **THIS COURT ORDERS** that, except with leave of this Court, each of the Chapter 11 Debtors are prohibited from selling or otherwise disposing of:

- (a) outside the ordinary course of its Business, any of its Property in Canada that relates to the Business; and
- (b) any of its other Property in Canada.

SERVICE AND NOTICE

8. **THIS COURT ORDERS** that service and electronic service of documents in these proceedings made in accordance with the Consolidated Civil Provincial Practice Direction and the Consolidated Practice Direction for the Toronto Region (collectively, the “**Practice Directions**”) (each of which can be found on the Ontario Superior Court of Justice website at <https://www.ontariocourts.ca/scj/filing-procedures/provincial/> and https://www.ontariocourts.ca/scj/practice_directions/consolidated-practice-direction-toronto-region/) shall be valid and effective service. Subject to Rule 17.05 of the Rules of Civil Procedure, R.R.O. 1990, Reg 194, as amended (the “**Rules**”), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and the applicable Practice Directions, service of documents in accordance with the Practice Directions will be effective on transmission.

9. **THIS COURT ORDERS** that the Chapter 11 Debtors, the Proposed Foreign Representative, the Proposed Information Officer, and their respective counsel are at liberty to

serve or distribute this Order, any other materials and orders in these proceedings, and any notices or other correspondence, by forwarding copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or electronic message to the Chapter 11 Debtors' creditors or other interested parties and their advisors at their respective addresses (including e-mail addresses) as last shown in the books and records of the applicable Chapter 11 Debtor and that any such service or distribution shall be deemed to be received (a) in the case of delivery by personal delivery, facsimile or electronic transmission, on the date of delivery or transmission, (b) in the case of delivery by prepaid ordinary mail, on the third business day after mailing, and (c) in the case of delivery by courier, on the next business day following the date of forwarding thereof.

10. **THIS COURT ORDERS** that any distribution or service in accordance with this Order shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

GENERAL

11. **THIS COURT ORDERS** that any party may, from time to time, apply to this Court for such further or other relief as it may advise, including for directions in respect of this Order.

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

13. **THIS COURT ORDERS** that this Order shall be effective as of 12:01 a.m. Eastern Standard Time on the date of this Order without the need for entry or filing of this Order.

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

Court File No: CL-26-0000050-0000

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
PROCEEDING COMMENCED AT TORONTO

INTERIM STAY ORDER
(FOREIGN PROCEEDING)

OSLER, HOSKIN & HARCOURT, LLP
P.O. Box 50, 1 First Canadian Place
Toronto, ON M5X 1B8

Marc Wasserman (LSO# 44066M)
Tel: 416.862.4908
mwasserman@osler.com

Shawn Irving (LSO# 50035U)
Tel: 416.862.4733
sirving@osler.com

Martino Calvaruso (LSO# 57359Q)
Tel: 416.862.6665
mcalvaruso@osler.com

Marleigh Dick (LSO# 79390S)
Tel: 416.862.4725
mdick@osler.com

Lawyers for the Applicant

TAB 4

Court File No.: _____

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

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

**AND IN THE MATTER OF SPARC EB HOLDINGS LLC, EDDIE BAUER LLC, EDDIE
BAUER GIFT CARD SERVICES 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**

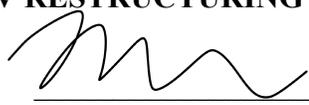
Applicant

CONSENT TO ACT AS INFORMATION OFFICER

KSV RESTRUCTURING INC. hereby consents to act as the information officer in respect of the above-captioned proceedings pursuant to the terms of the Supplemental Order (Foreign Main Proceeding) proposed by the Applicant.

Dated at Toronto, Ontario this 8th day of February, 2026.

KSV RESTRUCTURING INC.

Per: 

Name: Noah Goldstein

Title: Managing Director

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

Court File No: CL-26-00000050-0000

**AND IN THE MATTER OF EDDIE BAUER LLC et al
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

**APPLICATION RECORD
(Interim Stay Order, returnable February 9, 2026)**

OSLER, HOSKIN & HARCOURT LLP

100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Marc Wasserman (LSO# 44066M)

Tel: 416.862.4908

Email: mwasserman@osler.com

Shawn T. Irving (LSO# 50035U)

Tel: 416.862.4733

Email: sirving@osler.com

Martino Calvaruso (LSO# 57359Q)

Tel: 416.862.6665

Email: mcalvaruso@osler.com

Marleigh Dick (LSO# 79390S)

Tel: 416.862.4725

Email: mdick@osler.com

Lawyers for the Applicant