

**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,
AMENDED

APPLICANT

**MOTION RECORD OF THE APPLICANT
(Termination of CCAA Proceedings returnable, June 11, 2026)**

June 4, 2026

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Lawyers for the Applicant

TO: **SERVICE LIST**

**ONTARIO
SUPERIOR COURT OF JUSTICE
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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 June 4, 2026)

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<p>CENTRAL WALK WOODGROVE SHOPPING CENTRE INC. 102-6631 Island HWY N Nanaimo, BC V9T 4T7</p> <p>Email: AR@centralwalk.ca</p> <p><i>Landlord for Woodgrove Centre</i></p>	<p>IVANHOE CAMBRIDGE INC. 95 Wellington Street West, Suite 300 Toronto, ON M5J 2R2</p> <p>Attention: Legal Affairs Department Email: ar@tsawwassenmills.com</p> <p><i>Landlord for Tsawwassen Outlet</i></p>
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APPLICANT

TABLE OF CONTENTS

TAB NO.	DESCRIPTION	PAGE NO.
1.	Notice of Motion dated June 4, 2026	15
2.	Affidavit of Steven Balasiano, affirmed June 4, 2026	26
	Exhibit "A" Affidavit of George Pantelis sworn April 24, 2026 (without exhibits)	38
	Exhibit "B" Letter to Commercial List dated May 20, 2026	71
	Exhibit "C" Plan Administration Agreement filed April 14, 2026	74
3.	Draft Termination Order	86

TAB 1

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
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LLC, EDDIE BAUER GIFT CARD SERVICES LLC, 13051269 CANADA INC.
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AMENDED

APPLICANT

NOTICE OF MOTION
(CCAA Termination Order, returnable June 11, 2026)

The Applicant, Eddie Bauer LLC, in its capacity as foreign representative (the “**Foreign Representative**”) of itself and four other debtors-in-possession who recently filed voluntary petitions for relief pursuant to Chapter 11 of the U.S. Bankruptcy Code, will make a Motion to a Judge presiding over the Commercial List on June 11, 2026 at 11:00 a.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard

- In writing under subrule 37.12.1(1) because it is;
- In writing as an opposed motion under subrule 37.12.1(4);
- In person;

[] By telephone conference;

[X] By video conference.

at the following location

<https://ca01web.zoom.us/j/64683302309?pwd=hk4renYSbUXbUn41tPpZqSX8FIZNTI.1#success>

Meeting ID: 646 8330 2309

Passcode: 548152

THE MOTION IS FOR

1. An Order (the “**CCAA Termination Order**”) substantially in the form of the draft order included in the Motion Record, among other things:

- (a) providing a mechanism for the termination of the CCAA Recognition Proceedings (as defined below), including the discharge of the Information Officer (as defined below), and a release in favour of the Information Officer and its counsel and counsel to the Foreign Representative;
- (b) approving the activities of the Information Officer, as described in its reports filed in the CCAA Recognition Proceedings;
- (c) authorizing the assignment of Eddie Bauer of Canada Corporation (“**Eddie Bauer Canada**”) into bankruptcy under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c B-3 (the “**BIA**”) following the termination of the CCAA Recognition Proceedings and authorizing the AlixPartners (as defined below) to act as trustee in bankruptcy;

- (d) approving the fees and disbursements of the Information Officer and its legal counsel, as set out in the Third Report, to be filed; and
- (e) Such further and other Relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE¹

The Chapter 11 Proceedings and the CCAA Proceedings

1. On February 9, 2026 (the “**Petition Date**”), Eddie Bauer LLC (“**Eddie Bauer U.S.**”) and four other debtors in possession² (collectively, the “**Chapter 11 Debtors**”) filed voluntary petitions for relief pursuant to Chapter 11 of the U.S. Bankruptcy Code with 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**”.
2. On February 10, 2026, following a hearing in respect of the first day motions (the “**First Day Motions**”) filed by the Chapter 11 Debtors, the U.S. Court granted certain orders (the “**First Day Orders**”), including an order authorizing Eddie Bauer U.S. to act as the Foreign Representative for purposes of these recognition proceedings (the “**CCAA Recognition Proceedings**”);
3. On February 18, 2026, this Court granted (a) the Initial Recognition Order, recognizing Eddie Bauer U.S. as a “foreign representative” in respect of the Chapter 11 Cases and recognizing

¹ All capitalized terms not otherwise defined have the meanings given to them in the Affidavit of Steven Balasiano sworn June 4, 2026.

² 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 Canada.

the Chapter 11 Cases as a “foreign main proceeding” in respect of the Chapter 11 Debtors; and (b) the Supplemental Order, recognizing certain First Day Orders granted by the U.S. Court in the Chapter 11 Cases, granting a stay of proceedings in respect of the Chapter 11 Debtors and their directors and officers in Canada, appointing AlixPartners Restructuring Inc. (formerly operating as KSV Restructuring Inc.) (“**AlixPartners**”) as the information officer in respect of these proceedings (in such capacity, the “**Information Officer**”) and granting Court-ordered charges over the assets and property of the Canadian Debtors (i) in favour of Canadian counsel to the Canadian Debtors, the Information Officer and counsel to the Information Officer; (ii) 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; and (iii) to secure claims by any Chapter 11 Debtor that provides services or lends money to, or bears costs of, the Canadian Debtors from and after the date of the Supplemental Order;

4. On March 20, 2026, the Court granted the Second Recognition Order, recognizing certain additional orders granted by the U.S. Court in the Chapter 11 Cases, including (a) final versions of the various interim First Day Orders that had been granted by the U.S. Court at the hearing of the First Day Motions and (b) certain additional orders entered by the U.S. Court, including the Disclosure Statement Order (as defined below);

5. On April 30, 2026, the Court granted the Third Recognition Order, recognizing certain additional orders granted by the U.S. Court in the Chapter 11 Cases, including the Plan Confirmation Order, which, among other things, approved the Plan;

6. As part of its motion heard by this Court on April 30, 2026, the Foreign Representative sought a declaration that, pursuant to subsections 5(1)(b)(iv) and 5(5) of the *Wage Earner*

Protection Program Act, SC 2005, c 47, s 1 (“**WEPPA**”), Eddie Bauer Canada meets the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222 (the “**WEPPA Relief**”). The WEPPA Relief was contested by the Department of Justice Canada. The issue was adjourned by the Court on April 30, 2026, to permit the parties to file additional materials and return to Court on June 12, 2026;

7. The Foreign Representative, with the support of the Information Officer, has ultimately determined not to pursue the WEPPA Relief under these CCAA Recognition Proceedings and to instead seek authorization as part of the CCAA Termination Order for AlixPartners, as proposed trustee, to assign Eddie Bauer Canada into bankruptcy under the BIA following the CCAA Termination Time and, if such relief is granted, to apply for and administer the Wage Earner Protection Program under WEPPA in such subsequent bankruptcy proceeding;

Termination of these CCAA Recognition Proceedings

8. Since the Effective Date, the Plan Administrator has assumed all responsibilities provided for under the Plan to, among other things, implement the Plan and wind down, liquidate or otherwise dissolve the business and affairs of the Chapter 11 Debtors;

9. The Chapter 11 Debtors, including Eddie Bauer Canada and 13051269 Canada Inc. (together, the “**Canadian Debtors**”), have ceased operations.

10. The Chapter 11 Cases remain open solely for purposes of effecting distributions under the Plan and attending to certain ancillary matters, including filing final tax returns.

11. The Chapter 11 Debtors anticipate bringing a motion to close the Chapter 11 Cases once the distributions are complete. These CCAA Recognition Proceedings have achieved their purpose;

12. Accordingly, the proposed CCAA Termination Order provides that these CCAA proceedings shall be terminated without any other act or formality, upon service by the Information Officer of a certificate (the “**Information Officer’s Termination Certificate**”) on the service list certifying that, to the knowledge of the Information Officer, all matters to be attended to in connection with these CCAA proceedings have been completed to the satisfaction of the Foreign Representative and the Information Officer;

13. The proposed CCAA Termination Order further provides that, upon the service of the Information Officer’s Termination Certificate:

- (a) The Information Officer and its counsel and Canadian counsel to the Foreign Representative, and each of their respective affiliates, officers, directors, partners, employees and agents, will each be released and discharged from any and all claims, liabilities and obligations that they now have or may thereafter have, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part, by reason of, or in any way arising out of, any act or omission, transaction, dealing or other occurrence existing or taking place in connection with these CCAA proceedings or with respect to their respective conduct in connection therewith, save and except for any claim or liability arising from gross negligence or willful misconduct;

- (b) The Charges in the Supplemental Order will be terminated, released and discharged; and
- (c) AlixPartners shall be discharged as the Information Officer and shall have no further duties, obligations or responsibilities as Information Officer;

14. The proposed CCAA Termination Order additionally provides that, effective from and after the CCAA Termination Time:

- (a) Eddie Bauer Canada shall be authorized to make an assignment in bankruptcy pursuant to the BIA;
- (b) The Plan Administrator, on behalf of Eddie Bauer Canada, shall be authorized to execute any assignment in bankruptcy and related documents on behalf of Eddie Bauer Canada;
- (c) AlixPartners shall be authorized to act as trustee under the BIA of Eddie Bauer Canada; and
- (d) The Plan Administrator, on behalf of Eddie Bauer Canada, shall be authorized and directed to pay AlixPartners a retainer of \$100,000 plus HST in connection with AlixPartner's anticipated fees and disbursements and the fees and disbursements of its counsel relating to such BIA proceeding, and the fees and disbursements of the Trustee and its counsel incurred in such bankruptcy proceeding;

15. The release in favour of the Released Parties is appropriate, as the Information Officer and its counsel and Canadian counsel to the Foreign Representative and their respective

representatives, employees and agents have been a critical component of these CCAA Recognition Proceedings and have contributed value to the CCAA Recognition Proceedings;

16. Terminating the CCAA Recognition Proceedings upon filing of the Information Officer's Termination Certificate will prevent the filing of additional motions before the CCAA Court. In addition to saving professional fees, this will eliminate the need to take up court time in respect of non-contentious motions in the CCAA Recognition Proceedings;

17. The Information Officer is supportive of the proposed mechanism for terminating these CCAA Recognition Proceedings and the related relief requested;

Approval of Information Officer's Fees and Activities

18. The Information Officer is seeking approval of its activities as detailed in its reports filed in the CCAA Recognition Proceedings;

19. The Foreign Representative supports the approval of the Information Officer's activities as described in its reports;

20. The Information Officer and the Information Officer's counsel are seeking approval of their fees and disbursements, as set out in a report to be filed by the Information Officer in connection with the CCAA Termination Motion (the "**Third Report**");

Other Grounds

1. The provisions of the CCAA, including Part IV and section 49 thereof;

2. Rules 1.04, 1.05, 2.03, 3.02, 16 and 37 of the Rules of Civil Procedure, R.R.O. 1990, Reg. 194, as amended; and

3. Such further and other grounds as the lawyers may advise.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

21. The Affidavit of Steven Balasiano, affirmed June 4, 2026;

22. The Third Report of the Information Officer, to be filed; and

23. Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

June 4, 2026

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Lawyers for the Applicant

TO THE SERVICE LIST

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, 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, AMENDED

APPLICANTS

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION

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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 EDDIE BAUER LLC, SPARC EB HOLDINGS
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 STEVEN BALASIANO
(Affirmed June 4, 2026)

I, Steven Balasiano, of the City of New York, in the State of New York, MAKE OATH
AND SAY:

1. On the Effective Date under the Plan (as defined below), I was appointed the Plan Administrator, as the sole manager, director and officer of the Chapter 11 Debtors or any successor or successors thereto after the Effective Date responsible for winding down the Chapter 11 Debtors' estates and implementing the terms of the Plan (the "**Plan Administrator**"), and, as such, have knowledge of the matters contained in this affidavit. The Plan Administrator Agreement was approved by the U.S. Court (as defined below) pursuant to the Plan Confirmation Order (as defined below), which has since been recognized by this Court.

2. I am the founder of MHR Advisory Group, LLC, an advisory firm that provides business consulting services to multiple apparel, retail, and manufacturing companies. Through MHR, I have acted as a Court-appointed Liquidation Trustee and/or Plan Administrator in many bankruptcy proceedings across the United States, including Agway, Newage, Omega Therapeutics, Rockport, and F21. I have also acted as counsel and advisor to significant trade creditors and creditor committee members in various retail bankruptcies, including Francesca's, Ascena, True Religion, J. Crew, Modell's Sporting Goods, Sears, Rue 21, Charming Charlie, Wet Seal, Payless, National Stores, and Nine West.

3. I affirm this affidavit in support of the motion (the "**CCAA Termination Motion**") by Eddie Bauer LLC, in its capacity as the Foreign Representative of the Chapter 11 Debtors, for an order, *inter alia*, (a) providing for the termination of these proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**"), including the discharge of the Information Officer (as defined below); (b) approving the activities of the Information Officer, as described in its reports to the Court filed in these CCAA proceedings; (c) authorizing the assignment of Eddie Bauer of Canada Corporation ("**Eddie Bauer Canada**") into bankruptcy under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") immediately following the termination of these CCAA proceedings; and (d) approving the fees and disbursements of the Information Officer and its legal counsel, including the estimated fees and disbursements of the Information Officer and its counsel from June 1, 2026, to the date of the Information Officer's discharge.

4. Capitalized terms not otherwise defined herein have the meanings given to them in the Affidavit of George Pantelis sworn in these proceedings on April 24, 2026 (the "**Pantelis**

Affidavit”). A copy of the Pantelis Affidavit is attached to this affidavit (without exhibits) as **Exhibit “A”**. The background to the Chapter 11 Cases and these CCAA proceedings and to the Plan are described in the Pantelis Affidavit and are not repeated herein.

A. Update on the Chapter 11 Cases and the CCAA Proceedings

5. On April 30, 2026, this Court granted an order (the “**Third Recognition Order**”) recognizing and giving effect to the *Findings of Fact, Conclusions of Law, and Order (I) Approving the Debtors’ Disclosure Statement and (II) Confirming the Third Amended Joint Plan of Reorganization of Eddie Bauer LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “**Plan Confirmation Order**”) entered by the United States Bankruptcy Court for the District of New Jersey (the “**U.S. Court**”) in the Chapter 11 Cases, which, among other things, approved the *Third Amended Joint Plan of Reorganization of Eddie Bauer LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, together with all exhibits and supplements thereto, the “**Plan**”), and recognized certain additional orders entered by the U.S. Court described in Part IV of the Pantelis Affidavit.

6. As part of its motion heard by this Court on April 30, the Foreign Representative also sought a declaration that, pursuant to subsections 5(1)(b)(iv) and 5(5) of the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s. 1 (“**WEPPA**”), Eddie Bauer Canada meets the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222. I am advised by Mr. Martino Calvaruso, a partner at Osler, Hoskin & Harcourt LLP (“**Osler**”) and counsel to the Foreign Representative, that such relief was opposed by Department of Justice Canada on the asserted basis that a recognition proceeding is not, in itself, a proceeding instituted

or commenced under the CCAA, and therefore the requirement for the relief sought under section 5(1)(b)(iv) of WEPPA had not been met. While the Foreign Representative advised the Court on April 30 that it was still prepared to seek the declaration at that time, given that this was essentially a matter of first impression, the Court ordered the parties to file additional materials and return to Court on June 12, 2026 to address the issue.

7. I am advised by Mr. Calvaruso of Osler, and believe that, following the April 30 hearing, the Foreign Representative, with the support of the Information Officer, ultimately determined not to pursue the WEPPA declaration as part of these Part IV CCAA proceedings at the hearing on June 12 and to instead seek authorization, as part of the CCAA Termination Motion (as set out below), for Eddie Bauer Canada to file an assignment in bankruptcy under the BIA naming AlixPartners Restructuring, Inc. (formerly operating as KSV Restructuring Inc.) (“**AlixPartners**”), as its licensed insolvency trustee (in such capacity, the “**Trustee**”), and for the Trustee to apply for and administer the Wage Earner Protection Program under WEPPA in such bankruptcy proceeding. The Foreign Representative and the Information Officer advised Department of Justice Canada of this intention on a call held on May 12, 2026, and in a letter to the Court sent on May 20, 2026. A copy of the May 20, 2026 letter is attached hereto as **Exhibit “B”**.

8. In the Chapter 11 Cases, the Effective Date under the Plan occurred on May 6, 2026. Therefore, in accordance with the Third Recognition Order granted by this Court, the Information Officer delivered the Effective Date Certificate on May 7, 2026 and posted the Effective Date Certificate on the Information Officer’s website.

9. As described in the Pantelis Affidavit, the Plan contemplates certain distributions from the Chapter 11 Debtors' cash on hand, the proceeds from the Chapter 11 Debtors' ordinary course operations and the Store Closing Sales, the implementation of the UCC Settlement, the compromise and settlement of all Claims and Interests subject to the Plan, the Debtor Release and the Third-Party Releases, and the wind-down of the Chapter 11 Debtors pursuant to the transactions set out in Article IV.G of the Plan (collectively, the "**Wind-Down Transactions**").

10. The obligations of the Plan Administrator to wind down the Chapter 11 Debtors' affairs are set out in the Plan Administrator Agreement, which is exhibited to the Plan, and attached hereto as **Exhibit "C"**. Among other things, the Plan Administrator Agreement provides that:¹

- (a) effective as of the Effective Date, the Plan Administrator will be appointed to act as the Plan Administrator under the Plan to implement the Plan and wind down, liquidate, or otherwise dissolve the business and affairs of the Chapter 11 Debtors, the Wind-Down Debtors, and their Estates, and preserve and liquidate the Wind-Down Assets, subject to the terms and conditions set out in the Plan Administrator Agreement, the Plan, the Plan Supplement, and the Confirmation Order;
- (b) the Plan Administrator will be a fiduciary for the Chapter 11 Debtors' estates;
- (c) from and after the Effective Date, the Plan Administrator will provide administration, wind down, dissolution, and liquidation services that are necessary, required, desirable, or advisable to effectuate the Wind-Down Transactions and to

¹ Capitalized terms not otherwise defined have the meanings given to them in the Plan Administrator Agreement.

- make certain distributions under the Plan, in accordance with the Plan Administrator Agreement, the Plan, the Plan Supplement, and the Confirmation Order, including: (i) overseeing the maintenance of the books, records, and accounts of the Wind-Down Debtors and the wind down and dissolution of the Chapter 11 Debtors and the Wind-Down Debtors, as applicable, after the Effective Date; (ii) taking all actions related to the closing of the Chapter 11 Proceedings; (iii) making (or causing to be made) distributions as contemplated under the Plan; (iv) subject to the Plan Administrator Agreement and the Plan, employing, retaining, designating, terminating, or replacing professionals, consultants, or employees to represent it with respect to its responsibilities or otherwise effectuate the Plan to the extent necessary; and (v) paying all reasonable fees, expenses, debts, charges, and liabilities of the Wind-Down Debtors on and after the Effective Date;
- (d) the Plan Administrator will be compensated for the Plan Administrator's services from the Wind-Down Account, subject to the terms of the Plan Administrator Agreement, the Plan, the Plan Supplement and the Confirmation Order; and
- (e) any professionals retained by the Plan Administrator pursuant to the Plan Administrator Agreement will be paid from the Wind-Down Account as set out in the applicable professional's engagement letter in accordance with the Plan Administrator Agreement, the Plan, the Plan Supplement and the Confirmation Order.

11. Since the Effective Date occurred, the Plan Administrator has been diligently implementing the steps set out above.

B. Termination of these CCAA Proceedings

12. Since the Effective Date, Plan implementation is well underway. On the Effective Date of the Plan, \$8,027,182.86 was distributed to the ABL Lenders and \$3,250,000 was transferred to the GUC Trust pursuant to the Plan. On April 10, 2026, the Chapter 11 Debtors delivered Cash to the ABL Agent in an amount sufficient to achieve the Mandatory Paydown Amount.

13. The Chapter 11 Debtors, including Eddie Bauer Canada and 13051269 Canada Inc. (the “**Canadian Debtors**”), have ceased operations. The Chapter 11 Cases remain open solely for purposes of effecting distributions under the Plan and attending to certain ancillary matters, including filing final tax returns. The Chapter 11 Debtors anticipate bringing a motion to close the Chapter 11 Cases once the distributions are complete.

14. These Part IV CCAA proceedings have achieved their purpose, and there are no material steps to be taken requiring that they be continued. Accordingly, the proposed CCAA Termination Order provides that:

- (a) The Information Officer will serve a certificate (the “**Information Officer’s Termination Certificate**”) on the service list certifying that, to the knowledge of the Information Officer, all matters to be attended to in connection with these CCAA proceedings have been completed to the satisfaction of the Foreign Representative and the Information Officer;
- (b) Upon the service of the Information Officer’s Termination Certificate (the “**CCAA Termination Time**”):

- (i) These CCAA proceedings will be terminated without any other act or formality;
- (ii) The Charges in the Supplemental Order, under which no amounts are expected to be owing that have not otherwise been provided for, will be terminated, released and discharged;²
- (iii) AlixPartners shall be discharged as the Information Officer and shall have no further duties, obligations or responsibilities as Information Officer; and
- (iv) The Information Officer and its counsel and Canadian counsel to the Foreign Representative, and each of their respective affiliates, officers, directors, partners, employees and agents (collectively, the “**Released Parties**”), will be released and discharged from any and all claims, liabilities and obligations that they now have or may thereafter have, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part, by reason of, or in any way arising out of, any act or omission, transaction, dealing or other occurrence existing or taking place in connection with these CCAA proceedings or with respect to their respective conduct in connection therewith, save and except for any claim or liability arising from gross negligence or willful misconduct; and

² The Directors’ Charge can be released and discharged as the directors and officers of the Canadian Debtors have obtained the benefit of the releases in the Plan. The Administration Charge can be released and discharged as amounts owing to the beneficiaries of the Administration Charge have been or will be paid or reserved for and the professionals are beneficiaries of the Release being sought in the CCAA Termination Order. The Intercompany Charge can be released and discharged as it is no longer necessary and intercompany claims have been dealt with as part of the Plan.

- (c) Prior to or immediately following the CCAA Termination Time:
- (i) Eddie Bauer Canada shall be authorized to make an assignment in bankruptcy pursuant to the BIA naming AlixPartners as its licensed insolvency trustee (in such capacity, the “**Trustee**”);
 - (ii) The Plan Administrator, on behalf of Eddie Bauer Canada, shall be authorized to execute any assignment in bankruptcy and related documents on behalf of Eddie Bauer Canada;
 - (iii) AlixPartners shall be authorized to act as the Trustee under the BIA of Eddie Bauer Canada; and
 - (iv) The Plan Administrator, on behalf of Eddie Bauer Canada, shall be authorized and directed to pay AlixPartners a retainer of \$100,000, plus HST in connection with the Trustee’s anticipated fees and disbursements and the fees and disbursements of its counsel relating to such bankruptcy proceeding, and the fees and disbursements of the Trustee and its counsel incurred in such bankruptcy proceeding.

15. I believe that the release in favour of the Released Parties is appropriate, as the Information Officer and its counsel and Canadian counsel to the Foreign Representative and their respective representatives, employees and agents have been a critical component of these CCAA proceedings, and have contributed value to these CCAA proceedings.

16. The proposed release does not waive, discharge, release, cancel or bar any claim or liability arising out of any gross negligence or wilful misconduct on the part of the applicable Released Parties.

17. The Chapter 11 Cases will stay open for an extended period of time so that the GUC Trustee can distribute the GUC Trust's assets to the Chapter 11 Debtors' unsecured creditors. Terminating these CCAA proceedings upon the filing of the Information Officer's Termination Certificate will prevent the filing of additional motions before this Court once that process is complete. In addition to saving professional fees, this will eliminate the need to take up court time in respect of non-contentious motions in these CCAA proceedings. I have been advised that the Information Officer is supportive of the proposed mechanism for terminating these CCAA proceedings and the related relief requested.

18. I understand that the Information Officer will be filing a report in connection with the CCAA Termination Motion, including seeking approval of its activities as detailed in its reports filed in these CCAA proceedings and of the fees and disbursements of the Information Officer and its counsel.

19. I am advised by Mr. Calvaruso of Osler that this Court has not previously approved any of the Information Officer's activities or the fees and disbursements of the Information Officer and its counsel. The Foreign Representative supports the approval of the Information Officer's activities as described in its reports. The Foreign Representative has reviewed the fees and

disbursements on the invoices rendered by the Information Officer and its counsel to date and supports the approval of same.

AFFIRMED BEFORE ME over videoconference this 4th day of June, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely. The affiant is located in the City of New York, in the State of New York, and the commissioner is located in the City of Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits
(or as may be)

MEGAN STEWART
LSO #92643M

STEVEN BALASIANO

This is Exhibit "A" referred to in the Affidavit of Steven Balasiano affirmed remotely before me at the City of Toronto, in the Province of Ontario, while the affiant was located in the City of New York, in the State of New York on June 4, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MEGAN STEWART

LSO # 92643M

**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,
AMENDED

APPLICANT

**AFFIDAVIT OF GEORGE PANTELIS
(Sworn April 24, 2026)**

I, George Pantelis, of the City of Charlestown, 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 with Stephen Coulombe since January 31, 2026. I am a Director at Berkeley Research Group, LLC (“**BRG**”), with nearly a decade of experience in financial advisory and restructuring work. I specialize in guiding companies through complex financial challenges, both in-court and out-of-court, delivering strategic solutions that drive stability and long-term success. My experience spans financial modeling, liquidity management, business plan evaluation, operational support, and implementing cost takeout initiatives. In addition to my advisory roles, I have served as interim management in both the treasury and finance functions.

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. I have sworn two previous affidavits in these proceedings, on March 13, 2026 (the "**First Pantelis Affidavit**") and on March 18, 2026 (the "**Supplemental Pantelis Affidavit**"), in support of a motion by Eddie Bauer U.S., in its capacity as Foreign Representative (as defined below) of the Chapter 11 Debtors, for an order, *inter alia*, recognizing and enforcing the U.S. orders set out in Part III of the First Pantelis Affidavit. Stephen Coulombe previously swore two affidavits in these proceedings on February 9, 2026 (the "**Initial Affidavit**") and on February 12, 2026 (the "**Supplemental Coulombe Affidavit**"). All capitalized terms not otherwise defined herein have the meanings given to them in the First Pantelis Affidavit. All monetary references are in United States Dollars, unless otherwise stated.

4. I swear this affidavit in support of Eddie Bauer U.S.'s motion, in its capacity as Foreign Representative, for an order (the "**Third Recognition Order**"), *inter alia*, (a) recognizing and giving effect to the Plan Confirmation Order (as defined below); (b) recognizing certain additional orders entered by the U.S. Court (as defined below) described in Part IV of this affidavit; and (c) declaring that, pursuant to subsections 5(1)(b)(iv) and 5(5) of WEPPA (as defined below), Eddie Bauer Canada (as defined below) meets the criteria prescribed by section 3.2 of the WEPP Regulation (as defined below).

5. This affidavit is organized into the following sections:

PART I – OVERVIEW.....	3
PART II – UPDATE ON THE CHAPTER 11 CASES.....	5
PART III – THE THIRD AMENDED PLAN.....	7
A. Background to the Third Amended Plan	7
B. Summary of the Third Amended Plan	10
C. Voting Results.....	14
D. Confirmation of the Plan by the U.S. Court.....	16
PART IV – RECOGNITION OF OTHER U.S. ORDERS	22
PART V – WAGE EARNER PROTECTION PROGRAM.....	30

PART I – OVERVIEW

6. 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 with 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**”.

7. On February 9, 2026, Eddie Bauer U.S., in its capacity as the proposed foreign representative of the Chapter 11 Cases (the “**Foreign Representative**”), brought an application before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) for an order (the “**Interim Stay Order**”) pursuant to Section 106 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended and Part IV of the *Companies’ Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the “**CCAA**”), among other things, granting a stay of proceedings in respect of the Chapter 11 Debtors, including 13051269 Canada Inc. and Eddie Bauer of Canada Corporation

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.

(“**Eddie Bauer Canada**” and together with 13051269 Canada Inc., the “**Canadian Debtors**”) in Canada, among other relief. The Interim Stay Order was 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. The Court granted the Interim Stay Order on February 9, 2026. A copy of the Interim Stay Order is attached to this affidavit as **Exhibit “A”** and a copy of the Endorsement of the Honourable Justice Cavanagh dated February 9, 2026, is attached to this affidavit as **Exhibit “B”**.

8. On February 10, 2026, following a hearing in respect of the first-day motions (the “**First Day Motions**”) filed by the Chapter 11 Debtors, the U.S. Court granted certain orders (the “**First Day Orders**”), including an order authorizing Eddie Bauer U.S. to act as the Foreign Representative for purposes of these recognition proceedings.

9. On February 18, 2026, this Court granted: (a) an order (the “**Initial Recognition Order**”), recognizing Eddie Bauer U.S. as a “foreign representative” in respect of the Chapter 11 Cases and recognizing the Chapter 11 Cases as a “foreign main proceeding” in respect of the Chapter 11 Debtors; and (b) an order (the “**Supplemental Order**”), recognizing certain First Day Orders granted by the U.S. Court in the Chapter 11 Cases, granting a stay of proceedings in respect of the Chapter 11 Debtors and their directors and officers in Canada, appointing KSV Restructuring Inc. as the information officer in respect of these proceedings (in such capacity, the “**Information Officer**”) and granting Court-ordered charges over the assets and property of the Canadian Debtors: (i) in favour of Canadian counsel to the Canadian Debtors, the Information Officer and counsel to the Information Officer; (ii) 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; and (iii) to secure claims by any Chapter 11 Debtor that provides services or lends money to, or bears costs of, the Canadian Debtors from and after the

date of the Supplemental Order. A copy of the Initial Recognition Order is attached to this affidavit as **Exhibit “C”**, a copy of the Supplemental Order (without schedules) is attached to this affidavit as **Exhibit “D”** and a copy of the Endorsement of the Honourable Justice Cavanagh dated February 18, 2026, is attached to this affidavit as **Exhibit “E”**.

10. On March 20, 2026, the Court granted an order (the “**Second Recognition Order**”) recognizing certain additional orders granted by the U.S. Court in the Chapter 11 Cases, including (a) final versions of the various interim First Day Orders that had been granted by the U.S. Court at the hearing of the First Day Motions and (b) certain additional orders entered by the U.S. Court, including the Disclosure Statement Order (as defined below). A copy of the Second Recognition Order (without schedules) is attached to this affidavit as **Exhibit “F”** and a copy of the Endorsement of the Honourable Justice Cavanagh dated March 20, 2026, is attached to this affidavit as **Exhibit “G”**.

PART II – UPDATE ON THE CHAPTER 11 CASES

11. Since the Supplemental Pantelis Affidavit was sworn, the Chapter 11 Debtors, which include the Canadian Debtors, continued to advance the store closing sales initiated between January 26, 2026, and February 7, 2026 (the “**Store Closing Sales**”), including liquidating any remaining owned inventory, furniture, fixtures, and equipment. The Store Closing Sales concluded at all but six of the Chapter 11 Debtors’ stores in Canada on or before March 31, 2026. The Store Closing Sales will conclude at the Chapter 11 Debtors’ remaining store locations, including the remaining six stores in Canada, by no later than April 30, 2026. Since they began, the Store Closing Sales have, in aggregate, met or exceeded forecasted recoveries. The Canadian Store Closing Sales continue to progress as anticipated, and as of the date of this affidavit, have contributed approximately USD \$9.5 million in net sales. The Chapter 11 Debtors have continued to work

collaboratively with the landlords at the Closing Stores to address any concerns that have arisen during the Store Closing Sales. As set out in the Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases filed by the Chapter 11 Debtors with the U.S. Court on March 28, 2026 (the “**Rejection Notice**”), a copy of which is attached to this affidavit as **Exhibit “H”**, the majority of the Chapter 11 Debtors’ leases in Canada were rejected by the Chapter 11 Debtors effective March 31, 2026, with the remainder rejected effective April 30, 2026, in accordance with the Rejection Procedures Order recognized by this Court in the Second Recognition Order. The Chapter 11 Debtors provided notice to the Canadian landlords of their respective lease rejections in accordance with the Rejection Procedures Order.

12. In respect of the going-concern sale process in the Chapter 11 Cases, as described in the First Pantelis Affidavit, no actionable Qualified Bid (as defined in the Bidding Procedures Motion) was received by the Chapter 11 Debtors by the deadline of March 3, 2026, at 5:00 p.m., prevailing Eastern Time, set out in the Bidding Procedures Order (which was recognized in the Supplemental Order). Therefore, the Auction and the Sale Hearing (each as defined in the Bidding Procedures Order) contemplated in the Bidding Procedures Order were cancelled. Although the Chapter 11 Debtors subsequently made clear that they would nonetheless consider any value-maximizing proposal, including a proposal to purchase some or all of the Chapter 11 Debtors’ assets as a going concern, the Chapter 11 Debtors did not receive any actionable proposals following the filing of the Auction Cancellation Notice.

PART III – THE THIRD AMENDED PLAN

A. Background to the Third Amended Plan

13. Prior to the Petition Date, the Chapter 11 Debtors obtained the support of holders of 100% of their funded indebtedness to support confirmation of a chapter 11 plan, the terms of which were memorialized in a restructuring support agreement (the “**Restructuring Support Agreement**”). Under the Restructuring Support Agreement, the Chapter 11 Debtors agreed to, among other things, earmark a portion of the proceeds the Chapter 11 Debtors generated during the Chapter 11 Cases for distribution to general unsecured creditors, including unsecured creditors of the Canadian Debtors. As described in the Initial Affidavit and the Supplemental Coulombe Affidavit, and as contemplated by the Restructuring Support Agreement, the Chapter 11 Debtors generated proceeds from the Store Closing Sales during the Chapter 11 Cases while simultaneously pursuing a going-concern sale.

14. On March 16, 2026, the Chapter 11 Debtors filed solicitation versions of the *First Amended Joint Plan of Reorganization of Eddie Bauer LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “**First Amended Plan**”, as may be amended, modified, or supplemented from time to time, together with all exhibits and supplements thereto, the “**Plan**”) and the *Disclosure Statement Relating to the First Amended Joint Plan of Reorganization of Eddie Bauer LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “**Disclosure Statement**”), and the U.S. Court entered the *Order (I) Conditionally Approving the Adequacy of the Information Contained in the Disclosure Statement, (II) Approving the Solicitation and Voting Procedures with Respect to Confirmation of the Plan, (III) Approving the Forms of Ballots and Notices in Connection Therewith, (IV) Scheduling Certain Dates with Respect Thereto, and (V) Granting Related Relief* (the “**Disclosure Statement Order**”), which

was recognized by this Court in the Second Recognition Order. Among other things, the Disclosure Statement Order set a Combined Hearing Date of April 16, 2026, for the U.S. Court to consider confirmation of the Plan and final approval of the Disclosure Statement. As described in the Supplemental Pantelis Affidavit, certain stakeholder objections were resolved in advance of the entry of the Disclosure Statement Order by the U.S. Court, but the official committee of unsecured creditors in the Chapter 11 Cases (the “**Committee**”) reserved its rights to raise additional objections at the Combined Hearing.

15. After commencing solicitation of the First Amended Plan, the Chapter 11 Debtors, the lenders under the ABL Credit Agreement, the Term Loan Credit Agreement, and the Subordinated Loan Credit Agreement that became parties to the Restructuring Support Agreement (collectively, the “**Consenting Lenders**”), and the Committee continued to engage on the terms of a comprehensive settlement that would resolve all remaining issues among such parties related to the Chapter 11 Cases. As a result of these ongoing collaborative efforts, the Chapter 11 Debtors, the Consenting Lenders, and the Committee reached a comprehensive settlement, which, among other things, (a) provides for up to \$3 million in cash recoveries to holders of General Unsecured Claims (as defined in the Plan), (b) resolves the Committee’s objections filed on March 11, 2026, and (c) resulted in the Committee’s agreement to support final approval of the Disclosure Statement and confirmation of the Plan.

16. On March 26, 2026, the Chapter 11 Debtors filed the *Second Amended Joint Plan of Reorganization of Eddie Bauer LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “**Second Amended Plan**”). A copy of the Second Amended Plan is attached to this affidavit as **Exhibit “I”**, and reflects, among other things, the comprehensive settlement between the Chapter 11 Debtors and the Committee, including the establishment of the GUC Trust

(as defined in the Second Amended Plan) to fund all distributions to Holders of General Unsecured Claims (as defined in the Second Amended Plan), the expiration of the Committee's Challenge Period (as defined in the Final Cash Collateral Order (as defined below)) upon the earlier of the Effective Date (as defined in the Second Amended Plan) and May 15, 2026, and the inclusion of the Committee and each of its members (in their capacities as such) as "Exculpated Parties", "Released Parties", and "Releasing Parties" under the Second Amended Plan.

17. On April 1, 2026, the Chapter 11 Debtors filed the *Plan Supplement for the Second Amended Joint Plan of Reorganization of Eddie Bauer LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the "**Plan Supplement**"). A copy of the Plan Supplement is attached to this affidavit as **Exhibit "J"**. On April 14, 2026, the Chapter 11 Debtors filed the *First Amended Plan Supplement for the Second Amended Joint Plan of Reorganization of Eddie Bauer LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the "**First Amended Plan Supplement**"). A copy of the First Amended Plan Supplement is attached to this affidavit as **Exhibit "K"**.

18. On April 2, 2026, the Chapter 11 Debtors filed the *Disclosure Statement Supplement Relating to the Second Amended Joint Plan of Reorganization of Eddie Bauer LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the "**Disclosure Statement Supplement**"). A copy of the Disclosure Statement Supplement is attached to this affidavit as **Exhibit "L"**. The Disclosure Statement Supplement describes the developments above, among others. The Disclosure Statement Supplement also provides that the Chapter 11 Debtors, the Consenting Lenders, and the Committee believe that the Plan is the best and only value-maximizing path forward for all stakeholders.

B. Summary of the Third Amended Plan²

19. On April 15, 2026, the Chapter 11 Debtors filed the *Third Amended Joint Plan of Reorganization of Eddie Bauer LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “**Third Amended Plan**”). A copy of the Third Amended Plan is attached to this affidavit as **Exhibit “M”**. Among other things, the Third Amended Plan includes minor revisions to incorporate the Final Cash Collateral Order, and to clarify (a) that counterparties to an Unexpired Lease to which one or more of the Chapter 11 Debtors was a party as of the Petition Date shall not be required to file requests for payment of Administrative Claims with the U.S. Court; instead, Holders of such Claims may submit their Claims directly to the Claims and Noticing Agent by mail, by hand delivery, or through the Claims and Noticing Agent’s website, and (b) the deemed rejection dates for Unexpired Leases. In support of the Third Amended Plan, the Chapter 11 Debtors filed the *Declaration of George Pantelis in Support of Confirmation of the Third Amended Joint Plan of Reorganization of Eddie Bauer LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* and the *Declaration of Jeffrey S. Stein in Support of Confirmation of Third Amended Joint Plan of Reorganization of Eddie Bauer LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, copies of which are attached to this affidavit as **Exhibit “N”** and **“O”**, respectively.

20. The Plan embodies a comprehensive, good-faith settlement among the Chapter 11 Debtors and their major stakeholders, including the Committee and the Consenting Lenders. In addition to providing for an approximately \$15 million payment to the ABL Lenders, the Plan also

² Capitalized terms in this section, not otherwise defined, have the meanings given to them in the Third Amended Plan.

contemplates distributing up to \$3 million in value to Holders of General Unsecured Claims as part of a global settlement with the Committee. The Plan also includes certain releases by third parties and by the Chapter 11 Debtors, following an extensive independent investigation by the Chapter 11 Debtors' Disinterested Managers, both of which were critical and necessary components of a global deal among key stakeholders.

21. The Wind-Down Transactions in the Plan contemplate, among other things:
- (a) The payment in full of Administrative Claims, Other Secured Claims, and Other Priority Claims;
 - (b) The receipt by the ABL Agent of the \$15,485,219 Mandatory Paydown Amount for the paydown of the ABL Claims prior to the Confirmation Hearing;
 - (c) The establishment, on the Effective Date, of a GUC Trust for the benefit of the GUC Trust Beneficiaries, to be funded with (i) the GUC Trust Cash, (ii) all of the Chapter 11 Debtors' right, title, and interest in the Assigned Avoidance Actions, and (iii) \$250,000 earmarked for GUC Trust administrative fees and expenses;
 - (d) The distribution of 100 percent of the Net Proceeds, less the GUC Trust Assets, to the Holders of Class 3 ABL Claims;
 - (e) Intercompany Claims and Intercompany Interests, at the option of the applicable Chapter 11 Debtor or Wind-Down Debtor, to be either Reinstated or canceled or released without any distribution on account of such Claim;

- (f) The appointment of a GUC Trustee, selected by the Committee, to oversee and administer the GUC Trust after the Effective Date;
- (g) The general settlement of all Claims and Interests, including the Committee Settlement;
- (h) Releases by the Chapter 11 Debtors, their Estates, the Wind-Down Debtors, and the Plan Administrator of Claims and Causes of Action against each Released Party;
- (i) Third-Party Releases of the “Releasing Parties”, which include, among others, (i) all Holders of Claims that vote to accept the Plan; (ii) all Holders of Claims who are deemed to accept the Plan but who do not affirmatively opt out of the Third-Party Release; (iii) all Holders of Claims who abstain from voting on the Plan and who do not affirmatively opt out of the Third-Party Release; and (iv) all Holders of Claims or Interests who vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the Third-Party Release;
- (j) The satisfaction of all monetary defaults under each Executory Contract and Unexpired Lease assumed pursuant to the Plan;
- (k) The automatic rejection of each Executory Contract and Unexpired Lease not otherwise assumed pursuant to the Plan; and
- (l) The wind down of the Chapter 11 Debtors’ affairs by the Plan Administrator in accordance with the Plan.

22. In respect of implementing the Plan, Article IV of the Third Amended Plan provides for:

- (a) The general settlement of Claims and Interests;
- (b) The means for implementing a Sale Transaction, if any, as well as the continuation of the Store Closing Sales;
- (c) The means for effectuating the terms of the Committee Settlement, including the creation of the GUC Trust;
- (d) The sources of consideration under the Plan and distributions related thereto;
- (e) The existence of the Wind-Down Debtors, the appointment of a Plan Administrator for the purpose of, among other things, winding down the business and affairs of the Chapter 11 Debtors and Wind-Down Debtors, and the authorization for the Chapter 11 Debtors or Wind-Down Debtors, as applicable, to take corporate actions necessary to effectuate the Plan;
- (f) The preservation of certain Causes of Action enumerated in the Schedule of Retained Causes of Action;
- (g) The cancellation of certain notes, instruments, certificates, licenses, and other documents; and
- (h) The vesting of assets in the Wind-Down Debtors.

23. The expected recoveries for Classes of Claims under the First Amended Plan were set out in the Supplemental Pantelis Affidavit. The Plan provides for the modified treatment of Claims in Class 3 – ABL Claims and Class 6 – General Unsecured Claims, as follows:

Class No.	Claim	Treatment of Claim/Equity Interest
Class 3	ABL Claims	<p>On the Effective Date, except to the extent that a Holder of an Allowed ABL Claim agrees to less favorable treatment, each Holder of an Allowed ABL Claim shall receive, in full and final satisfaction of such Claim, its pro rata share of (a) 100% of the Net Proceeds less (b) to the extent the Net Proceeds received by Holders of Allowed ABL Claims, in the aggregate, exceeds the Mandatory Payment Amount (including after reducing the Net Proceeds for the following adjustment), the GUC Trust Cash and the GUC Trust Expense Amount in accordance with the Plan.</p> <p>Notwithstanding the foregoing, all ABL Claims shall be reserved and preserved as against all Persons or Entities other than the Chapter 11 Debtors (and as to the Chapter 11 Debtors, all ABL Claims shall be subject to the Plan and Confirmation Order).</p>
Class 6	General Unsecured Claims	<p>On the Effective Date, except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, each Holder of an Allowed General Unsecured Claim shall receive its pro rata share of the GUC Trust Interests; <i>provided</i>, for the avoidance of doubt, that (a) any Holder of a Claim arising from or related to the waiver of prepetition intercompany claims, (b) any Holder of the SPARC Intercompany Claim, and (c) any Holder of a deficiency claim arising out of any obligations under the Credit Agreements shall not be a GUC Trust Beneficiary and shall not receive any share of the GUC Trust Interests.</p>

C. Voting Results

24. As set out in the First Pantelis Affidavit, the Plan classifies Holders of Claims and Interests into 10 different classes for purposes of voting on and receiving distributions under the Plan. The classes remain unchanged in the Third Amended Plan.

25. Pursuant to the Disclosure Statement Order, the deadline for votes from the Voting Classes was April 14, 2026, at 4:00 p.m. (prevailing Eastern Time), unless waived by the Chapter 11 Debtors in accordance with the Solicitation and Voting Procedures. The Claims and Noticing Agent completed the final tabulation of the ballots after the voting deadline following a complete review of the ballots received.

26. On April 15, 2026, the Chapter 11 Debtors filed the *Declaration of Alexa Westmoreland with Respect to the Tabulation of Votes on the Second Amended Joint Plan of Reorganization of*

Eddie Bauer LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code, a copy of which is attached to this affidavit as **Exhibit “P”** (the **“Westmoreland Declaration”**). The Westmoreland Declaration summarizes the solicitation of votes and the tabulation of ballots cast on the Plan and attaches the voting results as Exhibit A.

27. The final tabulation of votes cast by timely and properly completed ballots received by the Claims and Noticing Agent is set forth below:

CLASS	TOTAL BALLOTS RECEIVED			
	Accept		Reject	
	AMOUNT	NUMBER	AMOUNT	NUMBER
Class 3 –ABL Claims	\$728,477,563.02 100%	11 100%	0 0.00%	0 0.00%
Class 6–General Unsecured Claims	\$224,616,111.18 (\$14,882.00 in respect of Eddie Bauer Canada) 81.07%	147 (1 in respect of Eddie Bauer Canada) 94.84%	\$52,458,193.91 18.93%	8 5.16%

28. These votes were more than sufficient to provide for acceptance of the Plan by creditors under the U.S. Bankruptcy Code.

29. Holders in the Voting Classes (other than those who voted to accept the Plan) and Non-Voting Classes are entitled to opt-out of the Third-Party Release by submitting the Opt-Out Form (as defined in the Disclosure Statement) on or prior to 4:00 p.m. (prevailing Eastern Time) on May 7, 2026. A report identifying all Holders of Claims that, as of the date of the Westmoreland Declaration, elected to opt out of the Third-Party Release by checking the opt-out box on the applicable Opt-Out Form and abstained from voting on or rejected the Plan is attached to the Westmoreland Declaration as Exhibit B.

D. Confirmation of the Plan by the U.S. Court

30. The U.S. Court held its Combined Hearing for confirmation of the Plan on April 16, 2026. By the time of the hearing, there was only one objection to the Plan remaining – by the U.S. Trustee, which was filed on April 8, 2026, and is attached to this affidavit as **Exhibit “Q”**. In the U.S. Trustee’s objection, the U.S. Trustee asserted that an opt-out release construct is per se nonconsensual. In addition, the U.S. Trustee argued that the injunction provision in the Plan is overbroad and that the waiver of the 14-day stay imposed by Bankruptcy Rule 3020(e) is unjustified. The objection of the U.S. Trustee was soundly overruled by the U.S. Court.

31. Following the Combined Hearing, the U.S. Court entered the *Findings of Fact, Conclusions of Law, and Order (I) Approving the Debtors’ Disclosure Statement and (II) Confirming the Third Amended Joint Plan of Reorganization of Eddie Bauer LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “**Plan Confirmation Order**”). A copy of the Plan Confirmation Order is attached to this affidavit as **Exhibit “R”**.

32. The key elements of the Plan Confirmation Order include the following findings of fact and conclusions of law (with capitalized terms not otherwise defined having the meanings in the Plan Confirmation Order):

- (a) The Chapter 11 Debtors were and continue to be Entities eligible for relief under chapter 11 pursuant to section 109 of the U.S. Bankruptcy Code;
- (b) The Committee supports Confirmation of the Plan;
- (c) The Plan Supplement complies with the terms of the Plan, and the Chapter 11 Debtors provided good and proper notice of the filings;

- (d) Pursuant to section 1127 of the U.S. Bankruptcy Code, any modifications to the Plan since the commencement of Solicitation described or set forth in the Plan Confirmation Order constitute technical or clarifying changes, changes with respect to particular Claims or Interests made pursuant to the agreement of the Holders of such Claims or Interests, or modifications that do not otherwise materially and adversely affect the treatment of any Claims or Interests under the Plan;
- (e) The Plan Confirmation Order contains modifications to the Plan that were made to address objections and informal comments received from parties in interest. The Plan is properly before the U.S. Court and all votes cast with respect to the Plan prior to such modification shall be binding and shall apply with respect to the Plan;
- (f) Any resolution or disposition of objections to Confirmation or final approval of the Disclosure Statement explained or otherwise ruled upon by the U.S. Court on the record at the Combined Hearing is and/or are incorporated by reference. All unresolved objections, statements, and reservations of rights, if any, are overruled on the merits;
- (g) The Disclosure Statement contains (i) sufficient information of a kind necessary to satisfy the disclosure requirements of all applicable non-bankruptcy Laws, rules, and regulations, including the Securities Act, and (ii) “adequate information” (as such term is defined in section 1125(a) of the U.S. Bankruptcy Code and used in section 1126(b)(2) of the Bankruptcy Code) with respect to the Chapter 11 Debtors, the Plan, and the transactions contemplated therein;

- (h) The Chapter 11 Debtors provided due, adequate, and sufficient notice of the commencement of the Chapter 11 Cases, the Plan and the opportunity to opt out of the Third-Party Release, the Disclosure Statement, the Disclosure Statement Order, the Disclosure Statement Supplement, the Solicitation Packages, the Combined Hearing, the Plan Supplement, and all the other materials that the Chapter 11 Debtors distributed in connection with Confirmation. No other or further notice is or shall be required;
- (i) The Chapter 11 Debtors solicited votes for acceptance and rejection of the Plan in good faith, and the Solicitation Packages provided the Holders of Claims in the Voting Classes the opportunity to opt out of the Third-Party Release. Such solicitation complied with the Solicitation and Voting Procedures, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with all applicable rules, Laws, and regulations;
- (j) The Chapter 11 Debtors served the Combined Hearing Notice and the Notices of Non-Voting Status on Holders of Claims and Interests in the Non-Voting Classes, which adequately summarized the material terms of the Plan, including classification and treatment of Claims and Interests and the release, and injunction provisions of the Plan;
- (k) The procedures used to solicit and tabulate ballots were fair and conducted in accordance with the Disclosure Statement Order, the U.S. Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable non-bankruptcy rules, Laws, and regulations;

- (l) The Plan complies with all applicable provisions of section 1129 of the U.S. Bankruptcy Code;
- (m) The classification of Claims and Interests under the Plan is proper under the U.S. Bankruptcy Code. Article III of the Plan provides for the separate classification of Claims and Interests into ten different Classes based on differences in the legal nature or priority of such Claims and Interests. Valid business, factual, and legal reasons exist for the separate classification of such Claims and Interests, and such classifications were not implemented for any improper purpose and do not unfairly discriminate between or among Holders of Claims and Interests;
- (n) The provisions of the Plan, including Article IV thereof, together with the various documents included in the Plan Supplement, provide adequate and proper means for the Plan's execution and implementation. The Chapter 11 Debtors are authorized to take any action reasonably necessary or appropriate to consummate all documents and agreements necessary to implement the Plan and the transactions contemplated by the Plan;
- (o) Article V of the Plan provides that each Executory Contract and Unexpired Lease not previously rejected, assumed, or assumed and assigned, shall be deemed automatically rejected by the applicable Chapter 11 Debtor, applicable Wind-Down Debtor, or the Plan Administrator, as applicable, in accordance with the provisions and requirements of sections 365 and 1123 of the U.S. Bankruptcy Code, subject to enumerated exceptions;

(p) In accordance with section 1123(b)(3)(A) of the U.S. Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions, releases, and other benefits provided under the Plan and with the support of the various creditors, stakeholders, and other parties in interest, including the Committee, upon the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, Causes of Action, as applicable, and controversies released, settled, compromised, or otherwise resolved pursuant to the Plan. The compromises and settlements embodied in the Plan (i) are the result of extensive, arm's-length, good faith negotiations that, in addition to the Plan, resulted in the execution of the Restructuring Support Agreement; (ii) were given in exchange for good, valuable, and adequate considerations after due notice and opportunity for hearing; (iii) preserve value for the Chapter 11 Debtors, their Estates, and all their stakeholders by, among other things, avoiding extended, uncertain, time-consuming, and value-destructive litigation; (iv) are appropriately tailored under the facts and circumstances of these Chapter 11 Cases; (v) were integral to the agreements and settlements among the various parties in interest and are essential to the formulation and implementation of the Plan, as provided in section 1123 of the U.S. Bankruptcy Code; and (vi) represent a fair and reasonable compromise of all Claims, Interests, and controversies and a sound exercise of the Chapter 11 Debtors' business judgment. Those compromises and settlements are fair, equitable, reasonable, and in the best interests of the Chapter 11 Debtors and their Estates and satisfy the requirements of applicable Law for approval pursuant to Bankruptcy Rule 9019;

- (q) On the Effective Date, the Wind-Down Debtors shall become successors to the Chapter 11 Debtors' rights, title, and interests to any Estate assets and any additional Wind-Down Assets that may become available, which shall vest in the Wind-Down Debtors for the primary purpose of liquidating the Wind-Down Assets and winding down the Chapter 11 Debtors' Estates, with no objective to continue or engage in the conduct of a trade or business;
- (r) On the Effective Date, or as soon as reasonably practicable thereafter, the Chapter 11 Debtors, the Wind-Down Debtors, or the Plan Administrator, as applicable, shall enter into any transaction and shall take all actions as may be necessary or appropriate to effectuate the Wind-Down Transactions, including the steps set forth in the Wind-Down Transactions Memorandum, and any transaction described in, approved by, contemplated by, or necessary to effectuate the Wind-Down Transactions that are consistent with and pursuant to the terms and conditions of the Plan;
- (s) The Chapter 11 Debtors have proposed the Plan in good faith and not by any means forbidden by Law;
- (t) The Chapter 11 Debtors have demonstrated that the Plan is in the best interests of their creditors and equity holders, and the requirements of section 1129(a)(7) of the Bankruptcy Code are satisfied; and
- (u) The terms of the Plan, the Plan Supplement, all exhibits thereto, and the Plan Confirmation Order shall be effective and binding as of the Effective Date on all parties in interest.

33. The Foreign Representative is seeking an order from this Court recognizing and enforcing the Plan Confirmation Order. The Foreign Representative is of the view that it is appropriate for this Court to recognize the Plan Confirmation Order and such recognition is necessary to effect the Plan and to protect the interests of the Chapter 11 Debtors and their creditors.

34. The Chapter 11 Debtors believe that the Plan best maximizes stakeholder recoveries and provides the best available alternative for their estates and creditor recoveries.

35. I have been advised that the Information Officer is supportive of the recognition of the Plan Confirmation Order by this Court and will be filing a report with this Court explaining such support and other matters relevant to the relief being sought in the proposed Third Recognition Order.

PART IV – RECOGNITION OF OTHER U.S. ORDERS

36. In addition to seeking confirmation of the Plan, the Chapter 11 Debtors worked diligently to seek entry of other orders in the Chapter 11 Cases, which have since been entered by the U.S. Court. The Foreign Representative seeks recognition of certain of these U.S. orders, as follows:

- (a) **Final Cash Management Order** – As described in detail in the Initial Affidavit and the Supplemental Coulombe Affidavit, the Chapter 11 Debtors operate an integrated, centralized cash management system to collect, transfer and disburse funds generated by their operations (the “**Cash Management System**”). The Canadian Debtors are dependent on the continued operation of the Cash Management System and continued access to the Cash Management System is imperative to meet immediate-term obligations and preserve the value of the Canadian business. The Interim Cash Management Order was recognized by this Court in the Supplemental Order, and the Second Interim Cash Management Order

was recognized by this Court in the Second Recognition Order. On April 16, 2026, the U.S. Court entered the *Final Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief* (the “**Final Cash Management Order**”), a copy of which is attached to this affidavit as **Exhibit “S”**. On April 15, 2026, the Chapter 11 Debtors filed the *Proposed Final Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief*, a copy of which is attached to this affidavit as **Exhibit “T”** and demonstrates the revisions from the Second Interim Cash Management Order to the Final Cash Management Order. The Final Cash Management Order authorizes the Chapter 11 Debtors to, among other things, continue to (i) operate their cash management system, (ii) honour certain prepetition obligations related thereto, (iii) maintain existing bank accounts, business forms, and books and records, and (iv) continue to perform intercompany transactions;

- (b) **Final Cash Collateral Order** – The Interim Cash Collateral Order, which was recognized by this Court in the Supplemental Order, among other things, authorizes

the Chapter 11 Debtors' use of "**Cash Collateral**", as such term is defined in section 363(a) of the U.S. Bankruptcy Code, only to pay the expenses set forth in the 13-week cash collateral budget, a summary of which is attached as Exhibit 1 to the Interim Cash Collateral Order (the "**Approved Budget**"), and grants adequate protection to the Prepetition Lenders, as applicable, to the extent provided in the Interim Cash Collateral Order. A copy of the Canadian schedule to the Approved Budget is attached to the Supplemental Coulombe Affidavit as Exhibit "X". As described in the Supplemental Coulombe Affidavit, absent the ability to use Cash Collateral, the Canadian Debtors (and the other Chapter 11 Debtors) will be unable to continue to operate their business in the near term or otherwise fund the Chapter 11 Cases. Without the Chapter 11 Debtors' proposed use of Cash Collateral, the Chapter 11 Debtors would suffer immediate and irreparable harm to their business reputation and relationships with employees, vendors, landlords, and customers. The Chapter 11 Debtors' use of Cash Collateral is vital to preserve and maximize the value of their estates. On March 11, 2026, the Committee filed an Objection to the motion for the Final Cash Collateral Order (the "**Cash Collateral Motion**"), a copy of which is attached to this affidavit as **Exhibit "U"**. In the Supplemental Pantelis Affidavit, the Foreign Representative disclosed that the hearing of the Cash Collateral Motion before the U.S. Court had been adjourned and that the Foreign Representative intended to return before this Court in the coming weeks to seek recognition of the Final Cash Collateral Order, if granted. Following a hearing before the U.S. Court on March 27, 2026, the U.S. Court entered the *Final Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate*

protection to the Secured Parties, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief (the “**Final Cash Collateral Order**”), a copy of which is attached to this affidavit as **Exhibit “V”**. On March 27, 2026, the Chapter 11 Debtors filed the *Proposed Final Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate protection to the Secured Parties, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief*, a copy of which is attached to this affidavit as **Exhibit “W”**, and demonstrates the revisions from the Interim Cash Collateral Order to the Final Cash Collateral Order. The only additional revision not captured at Exhibit “W” is the outside date of May 15 to the Committee’s Challenge Period, as described above, which was agreed to following the filing of the proposed revisions. The key changes to the Final Cash Collateral Order reflect the Chapter 11 Debtors’ settlement with the Committee and other settlement discussions with certain taxing authorities and surety providers;

- (c) **De Minimis Asset Transactions Order** – On March 27, 2026, the U.S. Court entered the Order (I) Authorizing and Establishing Procedures for the De Minimis Asset Transactions; (II) Authorizing and Establishing Procedures for De Minimis Asset Abandonment; (III) Approving the Form and Manner of the Notice of De Minimis Asset Transactions and Abandonment; and (IV) Granting Related Relief (the “**De Minimis Asset Transactions Order**”), a copy of which is attached to this affidavit as **Exhibit “X”**. The De Minimis Asset Transactions Order, among other things, (i) authorizes and establishes procedures providing for the expedited use, sale, or transfer of certain assets, including any rights or interests therein (the “**De Minimis Assets**”) in any individual transaction or series of related transactions

(each, a “**De Minimis Asset Transaction**”), including in respect of the assets of the Canadian Debtors, to a single buyer or group of related buyers with an aggregate sale price equal to or less than \$3,500,000 as calculated within the Chapter 11 Debtors’ reasonable discretion, free and clear of all liens, claims, interests, and encumbrances (“**Liens**”), without the need for further Court approval and with Liens attaching to the proceeds of such use, sale, or transfer with the same validity, extent, and priority as had attached to the De Minimis Assets immediately prior to the use, sale, or transfer; (ii) authorizes and establishes procedures to provide for the expedited abandonment of a De Minimis Asset to the extent that a sale thereof cannot be consummated at a value greater than the cost of liquidating such De Minimis Asset; and (iii) approves the form and manner of the notice of De Minimis Asset Transactions and abandonment. As evidenced by the Certificate of No Objection attached to this affidavit as **Exhibit “Y”**, the De Minimis Asset Transactions Order was granted without objection from any party in the Chapter 11 Cases;

- (d) **De Minimis Claims Order** – On March 27, 2026, the U.S. Court entered the *Order (I) Authorizing and Establishing Procedures for the Compromise and Settlement of De Minimis Claims, (II) Approving the Form and Manner of the Notice of Settlement, and (III) Granting Related Relief* (the “**De Minimis Claims Order**”), a copy of which is attached to this affidavit as **Exhibit “Z”**. The De Minimis Claims Order (i) authorizes and approves the Settlement Procedures to allow the Chapter 11 Debtors, including the Canadian Debtors, to compromise and settle prepetition and postpetition claims, cross-claims, litigation, and causes of action, including but

not limited to, prepetition claims threatened or actions brought by various parties (each a “**Claimant**,” and collectively, the “**Claimants**”) against one or more of the Chapter 11 Debtors or their estates, or brought by the Chapter 11 Debtors or their estates (including the Canadian Debtors) against one or more Claimant(s), in judicial, administrative, or other actions or proceedings with a Settlement Amount³ less than or equal to \$1 million (the “**De Minimis Claims**”); and (ii) approves the proposed form and manner of the Settlement Notice, substantially in the form attached to the De Minimis Claims Order as Exhibit 1. The Settlement Procedures are set out in the underlying Motion, which is attached to this affidavit as **Exhibit “AA”**. As evidenced by the Certificate of No Objection attached to this affidavit as **Exhibit “BB”**, the De Minimis Claims Order was granted without objection from any party in the Chapter 11 Cases;

- (e) **First Order Approving Rejection of Certain Contracts/Leases** – As described in the First Pantelis Affidavit, the Chapter 11 Debtors are party to many hundreds of contracts, which include, among other agreements, real property leases, contracts with vendors for the supply of goods and services, and other contracts related to the operation of the Chapter 11 Debtors’ retail enterprise. During the pendency of the Chapter 11 Cases, the Chapter 11 Debtors, including the Canadian Debtors, may, on a consensual or nonconsensual basis, seek to assume, assume and assign, or

³ For the purposes of determining the amount of a De Minimis Claim subject to the Settlement Procedures, the applicable settlement amount is the aggregate dollar amount payable or receivable by the Chapter 11 Debtors (i) in cash or (ii) in cash-equivalent or non-cash consideration (as valued in the good faith judgment of the Chapter 11 Debtors) that the Chapter 11 Debtors and the third parties that are not “insiders” or “affiliates” as defined in sections 101(31) and 101(2), respectively, of the U.S. Bankruptcy Code (each, a “**Settling Party**”) agree upon to resolve all claims asserted by a Settling Party against the Chapter 11 Debtors or by the Chapter 11 Debtors against a Settling Party.

reject certain contracts pursuant to section 365 of the U.S. Bankruptcy Code. The Rejection Procedures Order authorizes and approves the Contract Procedures (as set out in the Rejection Procedures Order) for rejecting, assuming, or assuming and assigning executory contracts and unexpired leases. In connection with the Rejection Notice attached as Exhibit “H” and described above, and pursuant to the Rejection Procedures Order, the Chapter 11 Debtors filed the proposed *First Order Approving the Rejection of Certain Executory Contracts and/or Unexpired Leases and the Abandonment of Certain Personal Property, if any* (the “**First Rejection Order**”), which was entered by the U.S. Court on April 13, 2026, and a copy of which is attached to this affidavit as **Exhibit “CC”**. Exhibit 1 to the First Rejection Order – Rejected Contracts – includes all of the Chapter 11 Debtors’ leases with Canadian landlords. As evidenced by the Certificate of No Objection attached to this affidavit as **Exhibit “DD”**, the First Rejection Order was granted without objection from any party in the Chapter 11 Cases;

- (f) **Omnibus Claims Objection Procedures Order** – On April 16, 2026, the U.S. Court entered the *Order Granting Debtors’ Motion for Entry of an Order (A) Approving (I) Omnibus Claims Objection Procedures and Form of Notice, (II) Omnibus Substantive Claims Objections, and (III) Satisfaction Procedures and Form of Notice and (B) Waiving Bankruptcy Rule 3007(e)* (the “**Omnibus Claims Objection Procedures Order**”), a copy of which is attached to this affidavit as **Exhibit “EE”**. The Omnibus Claims Objection Procedures Order (i) approves the objection procedures set out in Exhibit 1 to the Omnibus Claims Objection Procedures Order; (ii) authorizes the Chapter 11 Debtors, including the Canadian

Debtors, to assert substantive objections to Claims, including requests for payment of Administrative Claims, in an omnibus format pursuant to Rules 3007(c) and (d) of the Bankruptcy Rules; and (iii) approves the satisfaction procedures and form of notice described in the Omnibus Claims Objection Procedures Order. As evidenced by the Certificate of No Objection attached to this affidavit as **Exhibit “FF”**, the Omnibus Claims Objection Procedures Order was granted without objection from any party in the Chapter 11 Cases; and

- (g) **BRG Retention Order** – On March 27, 2026, the U.S. Court entered *the Order (I) Authorizing the Retention and Employment of Berkeley Research Group, LLC to Provide Co-Chief Restructuring Officers and Additional Personnel for the Debtors Effective as of the Petition Date; and (II) Granting Related Relief* (the “**BRG Retention Order**”), a copy of which is attached to this affidavit as **Exhibit “GG”**. The BRG Retention Order authorizes the Chapter 11 Debtors, including the Canadian Debtors, to retain and employ BRG to provide (i) Stephen Coulombe and George Pantelis as Co-CROs and (ii) additional staff (together with the Co-CROs, the “**BRG Professionals**”) to support the Co-CROs and perform professional services; and (ii) provides that the employment of the BRG Professionals is effective as of the Petition Date.

37. I believe that the recognition of the U.S. orders in Part IV above is necessary to protect the Canadian Debtors and preserve the value of the Canadian business for the benefit of a broad range of stakeholders.

38. The requested relief in the Third Recognition Order will assist with and facilitate the efforts of the Chapter 11 Debtors, including the Canadian Debtors, to pursue the wind-down of the Chapter 11 Debtors, and to implement the Plan, with a view to maximizing value for the benefit of the Company's stakeholders.

PART V – WAGE EARNER PROTECTION PROGRAM

39. I am advised by Sven Poysa at Osler, Hoskin & Harcourt LLP, and believe that, the *Wage Earner Protection Program Act*, SC 2005, c 47, s 1 (“**WEPPA**”) establishes the Wage Earner Protection Program (“**WEPP**”) pursuant to which certain former employees may receive payments in respect of eligible wages, including termination and severance pay, owed to such former employees where their former employer is the subject of CCAA proceedings and a court determines that the criteria prescribed by regulation are met. I am advised that under the *Wage Earner Protection Program Regulations*, SOR/2008-222 (the “**WEPP Regulation**”), a qualifying CCAA proceeding requires the Court to determine whether the former employer is the former employer of all the employees in Canada who have been terminated other than any employees retained to wind down its business operations.

40. In order to assist terminated employees of Eddie Bauer Canada in accessing payments in respect of eligible wages under WEPP in a timely manner following the termination of their employment, the Foreign Representative is seeking a declaration in the Third Recognition Order that, pursuant to subsections 5(1)(b)(iv) and 5(5) of the WEPPA, Eddie Bauer Canada meets the

criteria prescribed by section 3.2 of the WEPP Regulation. I understand that the Information Officer supports the requested relief.

41. As of the date of this motion, Eddie Bauer Canada will have terminated all of its employees in Canada other than those retained to wind down its business operations. All employees have been or will be paid all base salary or base wages, and vacation pay for services performed prior to their termination.

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, April 24, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Nashville, in the State of Tennessee.



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



GEORGE PANTELIS

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, 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,
AMENDED

APPLICANT

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF GEORGE PANTELIS
(Sworn April 24, 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)
Shawn T. Irving (LSO#50035U)
Martino Calvaruso (LSO#57359Q)
Marleigh Dick (LSO# 79390S)

Tel: 416.362.2111
Fax: 416.862.6666

Lawyers for the Applicant

This is Exhibit “B” referred to in the Affidavit of Steven Balasiano affirmed remotely before me at the City of Toronto, in the Province of Ontario, while the affiant was located in the City of New York, in the State of New York on June 4, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MEGAN STEWART

LSO # 92643M

Toronto

May 20, 2026

Shawn Irving
Direct Dial: 416.862.4733
sirving@osler.com
Our Matter Number: 1278501

Montréal

Calgary

Ottawa

SENT BY ELECTRONIC MAIL -
MAG.CSD.To.SCJCom@ontario.ca

Vancouver

New York

Ontario Superior Court of Justice
Commercial List
330 University Avenue, 9th Floor
Toronto ON M5G 1R7

Dear Sir/Madam:

In the Matter of Eddie Bauer LLC et al. under section 46 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended
Court File No.: CL-26-00000050-0000

We are counsel for Eddie Bauer LLC, in its capacity as Foreign Representative of itself and four other debtors in possession (the "**Applicant**"), in the above-noted recognition proceedings under section 46 of the *Companies' Creditors Arrangement Act* (the "**CCAA**").

We write to advise that the Applicant has determined it will not proceed with its motion for relief in connection with the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s. 1 ("**WEPPA**") in these CCAA proceedings, which is currently scheduled to be heard on June 12, 2026 at 10:00 am ET before Justice J. Dietrich. The Applicant requests that the hearing date for this motion be vacated. The parties copied herein have agreed to bear their own costs of this motion.

Instead, the Applicant intends to bring a motion for an order terminating these CCAA proceedings, which will include seeking relief to authorize the filing of Eddie Bauer of Canada Corporation into bankruptcy and to appoint KSV Restructuring Inc., the Information Officer in these CCAA proceedings, as trustee (the "**Trustee**") under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3. If such relief is granted, the Trustee will apply for and administer WEPPA in the ordinary course.

We ask that the Court please provide available dates for the above motion, which may be heard by any available judge of the Commercial List, during the first week of June 2026. Once such dates have been provided, a request form signed by all counsel will follow.

Thank you for your attention to this matter. If we can be of further assistance, please let us know.

Yours very truly,

A handwritten signature in blue ink, appearing to read "M. Dick", written over a faint circular stamp or watermark.

Shawn T. Irving per Marleigh Dick
SI/ks

c: Martino Calvaruso and Marleigh Dick – *Osler, Hoskin & Harcourt LLP*
Michael Shakra and Joshua Foster – *Bennett Jones LLP*
Walter Kravchuk – *Department of Justice Canada*

This is Exhibit "C" referred to in the Affidavit of Steven Balasiano affirmed remotely before me at the City of Toronto, in the Province of Ontario, while the affiant was located in the City of New York, in the State of New York on June 4, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MEGAN STEWART

LSO # 92643M

PLAN ADMINISTRATION AGREEMENT

This **PLAN ADMINISTRATION AGREEMENT** (this “Agreement”), dated as of [●], 2026, by and among (a) Eddie Bauer LLC and each of its affiliates who are debtors and debtors in possession in the Chapter 11 Cases as set forth on **Exhibit 1** hereto (each a “Debtor,” and, collectively, the “Debtors”),¹ and (b) Steve Balasiano (the “Plan Administrator,” and together with the Debtors, the “Parties”), to serve as (and who is deemed designated) the Plan Administrator under, as defined in, and for all purposes of the Plan, until the Plan Administrator ceases to be the Plan Administrator hereunder, sets forth the terms and conditions under which the Plan Administrator shall effectuate the wind down, dissolution, and liquidation of the Wind-Down Debtors’ Estates and implement the terms and distributions under the *Third Amended Joint Plan of Reorganization of Eddie Bauer LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be modified, amended, or supplemented from time to time and including all supplements thereto, the “Plan”).²

1. **Appointment.** The Plan Administrator has been selected by the Debtors pursuant to the terms of the Plan. Effective as of the Effective Date, the Plan Administrator is appointed to act as the Plan Administrator under the Plan to implement the Plan and wind down, liquidate, or otherwise dissolve the business and affairs of the Debtors, the Wind-Down Debtors, and their Estates, and preserve and liquidate the Wind-Down Assets, subject to the terms and conditions set forth in this Agreement, the Plan, the Plan Supplement, and the Confirmation Order. The Debtors and the Plan Administrator acknowledge that the Plan Administrator shall be a fiduciary for the Debtors’ Estates. The Plan Administrator, as Plan Administrator for all purposes of the Plan, shall act for the Wind-Down Debtors in the same fiduciary capacity as applicable to a board of managers, directors, officers, general partner, or other governing body (each, a “Governing Body”), subject to the provisions of the Plan (and all certificates of formation, membership agreements, partnership agreements, and related documents are deemed amended by the Plan to permit and authorize the same) and, on the Effective Date, shall succeed to the powers of the Governing Body of each of the Wind-Down Debtors. The Plan Administrator shall be deemed a “representative” of the Debtors’ Estates as contemplated by section 1123(b)(3)(B) of the Bankruptcy Code and appointed to enforce, sell, or liquidate, as the case may be, in its business judgment, all claims, interests, or Retained Causes of Action (as set forth on the Schedule of Retained Causes of Action [Docket No. 405]) held by the Debtors’ Estates on and after the Effective Date, unless any Retained Cause of Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, settled, or covenanted not to be pursued pursuant to the Plan, the Plan Supplement(s), the Confirmation Order, or another Final Order. The Plan Administrator shall be appointed the exclusive trustee of the Debtors’ Estates and the Wind-Down Debtors for the purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3). The Plan Administrator is hereby appointed to make (or cause to be made) any disbursements under the Plan on and after the Effective Date, subject to the terms and conditions set forth in this Agreement, the Plan, the Plan Supplement, and the Confirmation Order. From and after the Effective Date, the Debtors’ Estates and the Wind-Down Debtors shall be managed and administered by and through the Plan Administrator as Plan Administrator for all purposes of the Plan. The Plan Administrator shall have full authority to administer the provisions of the Plan subject to the terms and conditions of this Agreement, the Plan, the Plan Supplement, and the Confirmation Order. To the extent necessary, on and after the Effective Date, the Plan Administrator shall be deemed to be a substitute for the applicable Debtors or Wind-Down Debtors as the party in interest in

¹ The term “Debtors” refers to the Debtors, prior to the Effective Date, and the Wind-Down Debtors, from and after the Effective Date.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

the Chapter 11 Cases, under the Plan, or in any judicial proceeding or appeal to which any of the Debtors or Wind-Down Debtors is a Party.

2. Scope of Services. The Plan Administrator is to provide post-Effective Date administration, wind down, dissolution, and liquidation services that are necessary, required, desirable, or advisable to effectuate the Wind-Down Transactions and to make certain distributions under the Plan, in accordance with this Agreement, the Plan, the Plan Supplement, and the Confirmation Order. Without limiting the provisions of the Plan applicable to the Plan Administrator, the Plan Administrator will perform the following services for the Debtors' Estates and the Wind-Down Debtors (as such services may be further described in the Plan and/or Confirmation Order, together with any other or additional tasks required to be performed by the Plan Administrator as described in the Plan and/or the Confirmation Order):

(a) oversee the maintenance of the books, records, and accounts of the Wind-Down Debtors and the wind down and dissolution of the Debtors and the Wind-Down Debtors, as applicable, after the Effective Date;

(b) subject to the Plan, including the rights and privileges of the GUC Trustee with respect to the reconciliation, administration, and payment of General Unsecured Claims, be responsible for the ongoing administration of the Chapter 11 Cases, including, but not limited to, the Claims reconciliation process, and shall have the authority to compromise or settle Claims without the need for any further approval or order of the Bankruptcy Court;

(c) be responsible for all actions related to the closing of the Chapter 11 Cases;

(d) investigate, compromise, settle, and/or pursue the Retained Causes of Action;

(e) make (or cause to be made) distributions as contemplated under the Plan;

(f) in connection with making (or causing to be made) any distributions under the Plan, comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority;

(g) preserve and liquidate the Wind-Down Assets in accordance with the Plan;

(h) take all steps to execute all instruments and documents necessary or appropriate to carry out the powers and duties enumerated in the Plan and to effectuate the distributions to be made under the Plan;

(i) establish and maintain bank accounts, including the Wind-Down Account, in the name of the Wind-Down Debtors;

(j) subject to the terms set forth in this Agreement and the Plan, employ, retain, designate, terminate, or replace professionals, consultants, or employees to represent it with respect to its responsibilities or otherwise effectuate the Plan to the extent necessary; *provided* that, the Plan Administrator shall be permitted to pay such professionals in the ordinary course of business at the respective professional's standard billing rates from the Wind-Down Account and without any further notice to or action, approval, or order of the Bankruptcy Court;

(k) pay all reasonable fees, expenses, debts, charges, and liabilities of the Wind-Down Debtors on and after the Effective Date;

(l) administer and pay taxes of the Debtors' Estates and the Wind-Down Debtors, including filing tax returns;

(m) represent the interests of the Debtors, the Estates, or the Wind-Down Debtors before any taxing authority in all matters, including any action, suit, proceeding, or audit;

(n) oversee all other tax compliance matters, such as the filing of tax returns, payment of taxes, and pursuing tax refunds as necessary;

(o) make all necessary filings in accordance with any applicable law, statute, or regulation, including filing any certificates of dissolution or equivalent documents to effect the dissolution of the Wind-Down Debtors under the applicable laws of their state of incorporation or formation;

(p) prepare and file the final monthly reports (for the month in which the Effective Date occurs), quarterly reports, and all other required filings with the Bankruptcy Court; and

(q) exercise such other powers as may be vested in it pursuant to the Plan, the Confirmation Order, or any applicable orders of the Bankruptcy Court or as the Plan Administrator reasonably deems to be necessary and proper to carry out the provisions of the Plan.

3. Timing and Fees.

(a) The Plan Administrator will commence its responsibilities as the Plan Administrator for all purposes on the Effective Date.

(b) The Plan Administrator shall be compensated for the Plan Administrator's services from the Wind-Down Account, subject to the terms of this Agreement, the Plan, the Plan Supplement, and the Confirmation Order, as set forth in **Exhibit 2** attached hereto.

(c) Any professionals retained by the Plan Administrator pursuant to the terms of this Agreement shall be paid from the Wind-Down Account as set forth in the applicable professional's engagement letter in accordance with the terms of this Agreement, the Plan, the Plan Supplement, and the Confirmation Order.

4. Relationship of the Parties. The Parties intend that an independent contractor relationship shall be created by this Agreement, *provided* that the Plan Administrator shall be a fiduciary for the Debtors' Estates. The Plan Administrator shall not be entitled to receive from the Debtors, the Wind-Down Debtors, or their Estates any vacation pay, sick leave, retirement, pension, or social security benefits, workers' compensation, disability, unemployment insurance benefits, or any other employee benefits.

5. Access to Information. In connection with this Agreement, the Plan Administrator shall have complete and full access to all information in relation to the Wind-Down Transactions and regarding the Debtors and the Wind-Down Debtors that the Plan Administrator deems reasonably necessary to carry out its duties under this Agreement. It is understood that, with respect to any information supplied to the Plan Administrator by the Debtors, the Wind-Down Debtors, and their respective representatives, the Plan Administrator is relying solely upon such information without assuming any responsibility for independent investigation or verification thereof.

6. Reliance by Plan Administrator. The Plan Administrator may rely, and shall be fully protected in acting, or refraining from acting, on any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document that the Plan Administrator has no reason, after reasonable inquiry, to believe to be other than genuine and to have been signed or presented by the

proper party or parties or, in the case of facsimiles or emails, to have been sent by the proper party or parties, and the Plan Administrator may rely as to the truth of the statements and correctness of the opinions expressed in any such documents.

7. Confidentiality. The Plan Administrator shall treat confidentially all information not publicly available that is received by the Plan Administrator in connection with this engagement or that is developed during this engagement, and the Plan Administrator shall not disclose such information except as required to perform the duties set forth herein including, but not limited to, any professionals engaged by the Plan Administrator and as required by a Court order or other legal process.

8. Exculpation; Indemnification; Insurance; Liability Limitation. On and after the Effective Date, the Plan Administrator and all professionals retained by the Plan Administrator, each in their capacities as such, shall be deemed exculpated and shall be indemnified and held harmless by the Wind-Down Debtors, jointly and severally, except for acts or omissions constituting bad faith, actual fraud, willful misconduct, or gross negligence as determined by a Final Order of a court of competent jurisdiction. The Plan Administrator may obtain, at the expense of the Wind-Down Debtors in accordance with this Agreement, the Plan, the Plan Supplement, and the Confirmation Order, from the Wind-Down Assets, commercially reasonable liability or other appropriate insurance with respect to the indemnification obligations of the Wind-Down Debtors under this Agreement. The Plan Administrator may rely upon written information previously generated by the Debtors. For the avoidance of doubt, notwithstanding anything to the contrary contained herein, the Plan Administrator, in its capacity as such, shall have no liability whatsoever to any party for the liabilities and/or obligations, however created, whether direct or indirect, in tort, contract, or otherwise, of the Debtors, the Wind-Down Debtors, and their estates.

No provision of this Agreement or the Plan shall require the Plan Administrator to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties as Plan Administrator hereunder or under the Plan, or in the exercise of any of its rights or powers, if the Plan Administrator shall have reasonable grounds for believing that repayment of funds or adequate indemnity or security satisfactory to the Plan Administrator against such risk or liability is not reasonably assured.

9. Relationship to the Plan. The principal purpose of this Agreement is to aid in the implementation of the Plan and, therefore, this Agreement incorporates and is, in all respects, subject to the provisions of the Plan, the Plan Supplement, and the Confirmation Order. In the event of any direct conflict or inconsistency between any provisions of this Agreement, the Plan, and the Confirmation Order, each such document shall have controlling effect in the following rank order: (i) first the Confirmation Order, (ii) then the Plan, and (iii) then this Agreement.

10. Retention of Jurisdiction. Notwithstanding the occurrence of the Effective Date, and to the fullest extent permitted by applicable law, the Bankruptcy Court shall retain exclusive jurisdiction over the Wind-Down Debtors and the Wind-Down Assets after the Effective Date, including, without limitation, jurisdiction to resolve any and all controversies, suits, and issues that may arise in connection therewith, including, without limitation, this Agreement, or any entity's obligations incurred in connection herewith, including, without limitation, any action against the Plan Administrator or any professional retained by the Plan Administrator, in each case in its capacity as such. The Parties hereby irrevocably consent to the exclusive jurisdiction of the Bankruptcy Court in any action to enforce, interpret, and/or construe any provision of this Agreement or of any other agreement or document delivered in connection with this Agreement and also hereby irrevocably waive any defense of improper venue, forum non conveniens, or lack of personal jurisdiction to any such action brought in the Bankruptcy Court. Each of the Parties further irrevocably agrees that any action to enforce, interpret, or construe any provision of this Agreement will be brought only in the Bankruptcy Court. Each of the Parties hereby irrevocably consents to the service by certified or registered mail, return receipt requested, of any process in any action to enforce, interpret, or construe any provision of this Agreement.

78

11. Amendment; Waiver. No term or provision of this Agreement may be amended or modified in any respect except by (a) a writing signed by each of the Parties or (b) an order of the Bankruptcy Court. Any Party's failure, at any time or times, to require strict performance by the other Party of any provision of this Agreement shall not waive, affect, or diminish any right of such Party thereafter to demand strict compliance and performance therewith. This Agreement may be amended by the Parties without further order of the Bankruptcy Court, *provided, however*, that notices of such amendments shall be filed with the Bankruptcy Court and provide all parties in interest in the Chapter 11 Cases a reasonable opportunity to object in writing to such amendment prior to such amendment becoming effective.

12. Termination; Effect of Termination. Except as provided below, this Agreement shall terminate when the Plan Administrator reasonably determines that all duties assigned to the Plan Administrator under this Agreement, the Plan, and the Confirmation Order have been completed. The Plan Administrator may resign at any time upon 30-days' written notice delivered to the Bankruptcy Court; *provided* that such resignation shall only become effective upon the appointment of a permanent or interim successor Plan Administrator in accordance with this Agreement, but in no event for a period longer than 45 days. In the event of a resignation, the resigning Plan Administrator shall render to the successor Plan Administrator a full and complete accounting of monies and assets received, disbursed, and held during the term of office of the resigning Plan Administrator. Upon its appointment, the successor Plan Administrator, without any further act, shall become fully vested with all of the rights, powers, duties, and obligations of its predecessor (as set forth in this Agreement), and all responsibilities of the predecessor Plan Administrator relating to the Wind-Down Debtors in this Agreement shall be terminated.

(a) This Agreement may be terminated for cause shown pursuant to a Final Order entered by the Bankruptcy Court after notice and a hearing; *provided* that, in the event that this Agreement is terminated before its automatic termination as provided herein, the Wind-Down Debtors or their legal counsel shall appoint a successor Plan Administrator to fill the vacancy left by the termination of this Agreement. During the pendency of any dispute before the Bankruptcy Court regarding termination for cause of the Plan Administrator and any appeals related thereto, the Plan Administrator shall (i) continue to discharge the rights, obligations, and duties of the Plan Administrator, and (ii) continue to receive payment of fees and reasonable and documented expenses incurred pursuant to this Agreement.

(b) Upon termination of this Agreement or resignation of the Plan Administrator, the Plan Administrator shall be entitled to all fees and reasonable and documented expenses accrued to that date pursuant to this Agreement, including any travel or related expenses incurred in returning from the location of the services being provided under this Agreement, prior to the earlier of the termination date or resignation date.

13. Appointment of Successor Plan Administrator. Should a successor Plan Administrator be appointed in the event of death, resignation, termination, incompetence, or removal of the Plan Administrator, the Wind-Down Debtors or their legal counsel may select a successor and file a motion with the Bankruptcy Court to appoint a successor Plan Administrator. In the event neither the Wind-Down Debtors nor their legal counsel seek the appointment of a successor, and then no party in interest in the Chapter 11 Cases seeks the appointment of a successor Plan Administrator, the Bankruptcy Court may do so *sua sponte*. Any successor Plan Administrator appointed hereunder (a) shall consent to and accept such appointment hereunder, which may be done by email or through acquiescence in not objecting to the motion for approval of his or her appointment as successor Plan Administrator, and (b) shall not have any liability or responsibility for the acts or omissions of any predecessor(s). Thereupon, such successor Plan Administrator shall become vested with all the estates, properties, rights, powers, trusts, and duties of its predecessor with like effect as if originally named herein. Any successor Plan Administrator may be appointed to serve only on an interim basis.

79

14. Effectiveness. This Agreement shall be effective upon the Effective Date.

15. Notice. All invoices, notices, requests, demands, and other communications permitted or required to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed conclusively to have been given: (a) when personally delivered; (b) when sent by facsimile (with hard copy to follow) during a Business Day (or on the next Business Day if sent after the close of normal business hours or on any non-Business Day); (c) when sent by electronic mail (with hard copy to follow) during a Business Day (or on the next Business Day if sent after the close of normal business hours or on any non-Business Day); (d) one (1) Business Day after being sent by reputable overnight express courier (charges prepaid); or (e) three (3) Business Days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing, notices, requests, demands, and communications to the Parties shall be sent to the addresses indicated below:

if to the Plan Administrator, to:

Steven Balasiano
c/o MHR Advisory Group, LLC
6701 Bay Parkway, 3rd Floor
Brooklyn, New York 11204

with copies to its counsel:

Balasiano & Associates, LLC
6701 Bay Parkway, 3rd Floor
Brooklyn, New York 11204

if to the Wind-Down Debtors, to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Matthew C. Fagen, P.C.
Oliver Paré
E-mail address: matthew.fagen@kirkland.com
oliver.pare@kirkland.com

16. WAIVER OF JURY TRIAL. **EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.** For the avoidance of doubt, this waiver does not apply to retained causes of action identified in the Schedule of Retained Causes of Action.

17. Miscellaneous.

(a) Sections 6, 7, and all other provisions necessary to the enforcement of the intent of this Agreement will survive the termination or expiration of this Agreement.

(b) If any portion of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the maximum extent provided by applicable law.

(c) Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any of the Parties (whether by operation of law or otherwise) without the prior written consent of the other Party.

(d) This Agreement is governed by and shall be construed in accordance with the laws of the State of Delaware without regard to choice of law or principles thereof.

(e) This Agreement, the Plan, the Plan Supplement, and the Confirmation Order encompass all of the terms and conditions between the Debtors, the Wind-Down Debtors, and the Plan Administrator concerning the subject matter hereof.

(f) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission (.pdf) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

Signature Page to Plan Administration Agreement

THE DEBTORS:

Eddie Bauer LLC, on behalf of itself and each of its affiliates on **Exhibit 1** hereto

By: _____

Name: George Pantelis
Title: Co-Chief Restructuring Officer

THE PLAN ADMINISTRATOR:

By: _____

Name: Steven Balasiano

EXHIBIT 1

THE DEBTORS

Eddie Bauer LLC

13051269 Canada Inc.

Eddie Bauer Gift Card Services LLC

Eddie Bauer of Canada Corporation

SPARC EB Holdings LLC

EXHIBIT 2

PLAN ADMINISTRATOR COMPENSATION

1. Compensation. In consideration for the services of the Plan Administrator under this Agreement, the Plan Administrator shall receive the following compensation from the Wind-Down Amount: (a) a monthly fee of \$20,000 for the first six full months of the appointment and \$15,000 per month thereafter; and (b) reimbursement of necessary, reasonable, and documented expenses, including the payment of all reasonable and documented fees and expenses of the Plan Administrator's attorneys.
2. Payment of Monthly Fee, Pro-Rated Fee for Initial Month. The Plan Administrator's monthly fee shall be payable out of the Wind-Down Amount monthly in advance beginning on the Effective Date and on the first business day of each month thereafter until the Plan Administrator is discharged. For the month in which the Effective Date occurs, the Plan Administrator shall be entitled to a pro-rated monthly fee equal to (a) \$20,000 *multiplied by* (b) (i) the number of days remaining in the month in which the Effective Date occurs, including the Effective Date itself, *divided by* (ii) thirty. Thereafter, the Plan Administrator shall be entitled to payment of the entire monthly fee for and beginning with the month after which the Effective Date occurs and each subsequent month prior to the month in which the Plan Administrator is discharged. For the month in which the Plan Administrator is discharged, the Plan Administrator shall be entitled to a pro-rated monthly fee equal to (x) the monthly fee then in effect, *multiplied by* (y) (i) the number of days of such month prior to and including to the date on which the Plan Administrator is discharged, *divided by* (ii) thirty.

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, 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,
AMENDED

APPLICANT

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**AFFIDAVIT OF STEVEN BALASIANO
(Affirmed June 4, 2026)**

OSLER, HOSKIN & HARCOURT LLP

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

Marc Wasserman (LSO#44066M)
Shawn T. Irving (LSO#50035U)
Martino Calvaruso (LSO#57359Q)
Marleigh Dick (LSO# 79390S)

Tel: 416.362.2111
Fax: 416.862.6666

Lawyers for the Applicant

TAB 3

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

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

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

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

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

TERMINATION OF CCAA PROCEEDINGS ORDER

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

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

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

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

SERVICE AND DEFINITIONS

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

TERMINATION OF CCAA PROCEEDINGS

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

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

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

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

DISCHARGE OF THE INFORMATION OFFICER

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

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

RELEASES

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

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

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

BANKRUPTCY

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

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

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

APPROVAL OF FEES AND ACTIVITIES

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

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

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

GENERAL

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

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

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

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

Court File No. CL-26-00000050-0000

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

IN THE MATTER OF THE *COMPANIES’ CREDITORS ARRANGEMENT ACT*,
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

INFORMATION OFFICER’S TERMINATION CERTIFICATE

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

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

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

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

ACCORDINGLY, the CCAA Termination Time has occurred.

DATED at Toronto, Ontario ____ day of _____, 2026

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

Per: _____

Name: Mitch Vininsky

Title: Managing Director

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

Court File No: CL-26-00000050-0000

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

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at Toronto

TERMINATION OF CCAA PROCEEDINGS ORDER

OSLER, HOSKIN & HARCOURT, LLP

P.O. Box 50, 1 First Canadian Place
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Lawyers for the Applicant

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

Court File No: CL-26-0000050-0000

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, AMENDED

APPLICANT

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
PROCEEDING COMMENCED AT TORONTO

MOTION RECORD OF THE APPLICANT
(Termination of CCAA Proceedings, returnable June 11, 2026)

OSLER, HOSKIN & HARCOURT LLP

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1 First Canadian Place
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Lawyers for the Applicant