

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

B E T W E E N:

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

AND IN THE MATTER OF 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
(Recognition of Foreign Orders, returnable March 20, 2026)**

VOLUME I OF III

March 13, 2026

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TO: SERVICE LIST

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

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

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

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

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(as of February 17, 2026)

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<p>ONTREA INC., MARKET MALL LEASEHOLDS INC., CF/REALTY HOLDINGS INC AND VIKING RIDEAU CORPORATION c/o The Cadillac Fairview Corporation Limited Fifth Floor, 20 Queen Street West Toronto, ON M5H 3R4</p> <p>Attention: Executive Vice-President, National Property Operations; and Shopping Centre Manager</p> <p>Email: paige.oneill@cadillacfairview.com; salesshopsdonmills@cadillacfairview.com</p> <p><i>Landlords for Polo Park Shopping Centre, Chinook Centre, Champlain Place, Don Mills, Lime Ridge, Market Mall and Rideau Centre</i></p>	<p>TORYS LLP 79 Wellington St. W., 11th Floor Box 270, TD South Tower Toronto, ON M5K 1N2</p> <p>David Bish Tel: 416.865.7353 Email: dbish@torys.com</p> <p><i>Counsel to The Cadillac Fairview Corporation Limited</i></p>
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TAB 1

**ONTARIO
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AMENDED

APPLICANT

**NOTICE OF MOTION
(Recognition of Foreign Orders, returnable March 20, 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 Friday, March 20, 2026 at 10:00 a.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard (*choose appropriate option*)

- 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/61804264297?pwd=MEpzRUtlUVB0UGc4eStsVGNtYmkxUT09>

Meeting ID: 618 0426 4297

Passcode: 057603

THE MOTION IS FOR

1. An Order (the “**Recognition Order**”), substantially in the form of the draft order included in the Motion Record, among other things, recognizing and enforcing the Foreign Orders (defined below); and
2. 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 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

¹ All capitalized terms not otherwise defined have the meanings given to them in the Affidavit of George Pantelis sworn March 13, 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 of Canada Corporation.

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;

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 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 KSV Restructuring Inc. as the information officer in respect of these proceedings (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. The Chapter 11 Debtors, which include the Canadian Debtors, have continued to advance the two interlocking processes contemplated in the First Day Motions and the Restructuring Support Agreement, which was entered into with the Prepetition Lenders prior to the Petition Date

– the store closing sales and the going-concern sale process, including a value-maximizing wind-down of any assets not sold – and have been communicating with their stakeholders regarding the same. The Chapter 11 Debtors have also obtained the support of 100% of their funded debtholders to support confirmation of a chapter 11 plan, and to earmark a portion of the proceeds the Chapter 11 Debtors generate during the Chapter 11 Cases for distribution to general unsecured creditors, including unsecured creditors of the Canadian Debtors;

Recognition of the Foreign Orders is Appropriate

5. Among other developments in the Chapter 11 Cases, the Chapter 11 Debtors worked diligently to obtain entry of: (a) final versions of the various First Day Orders that had been granted by the U.S. Court at the hearing of the First Day Motions (collectively, the “**Final First Day Orders**”); and (b) certain additional orders from the U.S. Court (collectively, the “**Second Day Orders**”). On March 3, 2026, the U.S. Court entered the following Final First Day Orders and Second Day Orders, among others, which the Foreign Representative seeks to have recognized by this Court:

- (a) Final Wages Order;
- (b) Final Critical Vendors Order;
- (c) Final Insurance Order;
- (d) Final Taxes Order;
- (e) Final Utilities Order;

- (f) Final Customer Programs Order;
- (g) Rejection Procedures Order; and
- (h) OCP Order;

6. Each of the Final First Day Orders and Second Day Orders treat the Chapter 11 Debtors' stakeholders in Canada and the U.S. equally and, where applicable, are substantially similar to the corresponding interim First Day Orders recognized by this Court pursuant to the Supplemental Order;

7. The Cash Management Motion and the Store Closing Motion, originally scheduled for a final order hearing on March 3, 2026, were adjourned to a hearing before the U.S. Court on March 16, 2026 (collectively, the "**Adjourned Motions**");

8. The Bar Date Motion and the Disclosure Statement Motion will also be heard by the U.S. Court on March 16, 2026 (collectively with the Adjourned Motions, the "**March 16 Motions**");

9. The Foreign Representative is serving this motion in advance of the orders sought pursuant to the March 16 Motions being entered by the U.S. Court (collectively with the Final First Day Orders and the Second Day Orders, the "**Foreign Orders**"), in order to provide Canadian creditors with as much notice as possible of the March 16 Motions, particularly in respect of the General Claims Bar Date of April 7, 2026 proposed in the Bar Date Motion;

10. Recognition of the Foreign Orders is necessary to protect the Canadian Debtors and preserve the value of the Canadian business for the benefit of a broad range of stakeholders;

11. The requested relief in the Recognition Order will assist with and facilitate the efforts of the Chapter 11 Debtors, including the Canadian Debtors, to pursue an orderly liquidation of their retail stores in the Chapter 11 Cases and the wind-down of the Chapter 11 Debtors, and to confirm the Plan, with a view to maximizing value for the benefit of the Company's stakeholders;

Recognition of the Bar Date Order is Appropriate

12. The Bar Date Motion seeks entry of an order (the "**Bar Date Order**"): (a) approving the procedures described in the Bar Date Motion for submitting Proofs of Claim and the form of the proof of claim attached to the Bar Date Order (the "**Proof of Claim**"); (b) setting the Bar Dates for creditors to submit Proofs of Claim; and (c) approving the form and manner of service of the notice of the Bar Dates (the "**Bar Date Notice**"), as well as the publication version of the Bar Date Notice;

13. Recognition of the Bar Date Order, if entered by the U.S. Court in the Chapter 11 Cases, is necessary for the protection of the Chapter 11 Debtors' property and is in the best interest of their creditors;

14. The Chapter 11 Cases apply to all creditors of the Chapter 11 Debtors, wherever they may be located, including creditors of the Canadian Debtors, and accordingly one comprehensive claims process is appropriate, and the Bar Date Order does not distinguish between the treatment of Canadian creditors and creditors situated in the U.S. or otherwise;

15. The applicable Bar Dates and procedures are reasonable and appropriate in the circumstances, providing claimants with notice and opportunity to prepare and file Proofs of Claim, as well as allowing the Chapter 11 Cases to move forward quickly with a minimum of administrative expense and delay;

16. Recognition of the Bar Date Order by this Court will ensure that the Bar Dates are enforceable against all creditors of the Chapter 11 Debtors in Canada so that the Chapter 11 Debtors can have an accurate understanding of the claims against their estates;

17. All known creditors and potential claimants will receive sufficient notice of the claims process;

18. The Information Officer is supportive of the relief requested in respect of the Bar Date Order;

Recognition of the Disclosure Statement Order is Appropriate

19. The purpose of the Disclosure Statement is to provide Holders of Claims or Interests in the Chapter 11 Debtors entitled to vote on the Plan with adequate information in order to make an informed judgment as to whether to vote to accept or reject the Plan. The timing and materials set out in the Disclosure Statement Order will afford Holders of Claims entitled to vote on the Plan, including claimants in Canada, with sufficient time to review and analyze such materials and subsequently make an informed judgment as to whether to vote to accept or reject the Plan before the Voting and Opt-Out Deadline;

20. As certain creditors of the Canadian Debtors will be impaired by the Plan and therefore are entitled to vote to accept or reject the Plan, the Foreign Representative is seeking recognition of the Disclosure Statement Order by this Court, if entered by the U.S. Court in the Chapter 11 Cases;

21. The Information Officer is supportive of the relief requested in respect of the Disclosure Statement Order;

Other Grounds

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

23. 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

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

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

1. The Affidavit of George Pantelis sworn March 13, 2026;

2. The Supplemental Affidavit of George Pantelis, to be sworn;

3. The First Report of the Information Officer, to be filed; and

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

March 13, 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

APPLICANT

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION
(Recognition of Foreign Orders, returnable March 20, 2026)

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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, 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 March 13, 2026)**

1. I, George Pantelis, of the City of Charlestown, in the State of Massachusetts, **MAKE OATH AND SAY:**

2. 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, 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.

3. 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.

4. I swear this affidavit in support of a motion by Eddie Bauer U.S., in its capacity as Foreign Representative (as defined below), for an order (the "**Recognition Order**"), *inter alia*, recognizing and enforcing the additional orders set out in Part III of this affidavit, certain of which have been entered by the U.S. Court (as defined below). Although certain of the orders set out in Part III of this affidavit have not yet been granted by the U.S. Court, including the Bar Date Order (as defined below), the Foreign Representative is serving this motion at this time in order to provide Canadian creditors with as much notice as possible of the relief sought in these orders and, in particular, the proposed Bar Dates (as defined below) in the Bar Date Order (as described in more detail below).

5. Stephen Coulombe previously swore two affidavits in these proceedings on February 9, 2026 (the "**Initial Affidavit**") and February 12, 2026 (the "**Supplemental Affidavit**"), respectively. Capitalized terms used herein and not otherwise defined have the meanings given to them in the Initial Affidavit and Supplemental Affidavit, copies of which are attached to this affidavit (without exhibits) as **Exhibits "A"** and **"B"**, respectively.

6. This affidavit is organized into the following sections:

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PART I – OVERVIEW

7. 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**”.

8. 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 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 (“**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

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.

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 “C”** and a copy of the Endorsement of the Honourable Justice Cavanagh dated February 9, 2026, is attached to this affidavit as **Exhibit “D”**.

9. 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.

10. 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 (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 “E”**, a copy of the Supplemental Order (without schedules) is attached to this affidavit as **Exhibit**

“F” and a copy of the Endorsement of the Honourable Justice Cavanagh dated February 18, 2026, is attached to this affidavit as **Exhibit “G”**.

11. Pursuant to the Initial Recognition Order, the Information Officer published the Notice of Recognition Orders in the *Globe and Mail (National Edition)* on March 2 and 9, 2026.

PART II – UPDATE ON THE CHAPTER 11 CASES

12. Since the Supplemental Affidavit was sworn, the Chapter 11 Debtors, which include the Canadian Debtors, have continued to advance the two interlocking processes contemplated in the First Day Motions and the Restructuring Support Agreement, which was entered into with the Prepetition Lenders prior to the Petition Date – the store closing sales and the going-concern sale process, including a value-maximizing wind-down of any assets not sold – and have been communicating with their stakeholders regarding the same.

13. As described in detail in the Initial Affidavit and the Supplemental Affidavit, prior to the Petition Date, the Chapter 11 Debtors took several steps to rationalize their lease footprint, including allowing leases at 49 historically unprofitable stores to expire without renewal on January 31, 2026 (including three (3) stores in Canada). Between January 26, 2026 and February 7, 2026, the Chapter 11 Debtors initiated store closing sales (the “**Store Closing Sales**”) at those remaining stores (the “**Closing Stores**”). The Closing Stores are currently liquidating any remaining owned inventory, furniture, fixtures, and equipment. The Store Closing Sales have been proceeding successfully and have generated higher sales and profits as compared to the Chapter 11 Debtors’ forecasts. The Canadian Store Closing Sales continue to progress as anticipated, and as of the date of this affidavit, have contributed approximately USD \$6.2 million in net sales. The

Chapter 11 Debtors have worked collaboratively with the landlords at the Closing Stores to address any concerns that have arisen during the Store Closing Sales.

14. In respect of the going-concern sale process, 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. A copy of the Notice of Cancellation is attached to this affidavit as **Exhibit “H”**. The Chapter 11 Debtors, with the assistance of their investment banker, SOLIC Capital Advisors, LCC, are currently crafting a value-maximizing wind-down process. The Chapter 11 Debtors will consider any proposal, including a proposal to purchase some or all of the Chapter 11 Debtors’ assets as a going concern, to the extent that the Chapter 11 Debtors determine, in their business judgment, that such proposal would maximize the value of the Chapter 11 Debtors’ estates.

15. Effective February 24, 2026, the United States Trustee appointed an official committee of unsecured creditors in the Chapter 11 Cases pursuant to section 1102 of the U.S. Bankruptcy Code (the “**Committee**”).

PART III – RECOGNITION OF U.S. ORDERS

A. The Second Day Orders

16. Among other developments in the Chapter 11 Cases, the Chapter 11 Debtors worked diligently to obtain entry of (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 (collectively, the “**Final First Day Orders**”) and (b) certain additional orders from the U.S. Court (collectively, the “**Second**

Day Orders”). The Chapter 11 Debtors have also engaged with the Committee in respect of the Final First Day Orders and the Second Day Orders.

17. On March 3, 2026, the U.S. Court entered the following Final First Day Orders and Second Day Orders, among others, which the Foreign Representative seeks to have recognized by this Court:

- (a) *Final Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses; and (II) Granting Related Relief* (the “**Final Wages Order**”). The Final Wages Order authorizes the Chapter 11 Debtors to, among other things, (i) pay, either directly or through SPARC Group Holdings LLC and its affiliates, all outstanding prepetition wages, salaries, commissions, benefits, other compensation and obligations, reimbursable expenses, and related amounts on account of their compensation and benefits programs in cash as they become due and payable and to continue making such payments in the ordinary course of business, and (ii) continue to administer their compensation and benefits programs in the ordinary course of business. A copy of the Final Wages Order is attached to this affidavit as **Exhibit “I”**;
- (b) *Final Order (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Vendors, 503(B)(9) Claimants, and Lien Claimants; (II) Granting Administrative Expense Priority to Undisputed Obligations on Account of Outstanding Orders; and (III) Granting Related Relief* (the “**Final Critical Vendors Order**”). As described in the Initial Affidavit and the Supplemental Affidavit, the Chapter 11 Debtors, including the Canadian Debtors, are supported

by a network of hundreds of vendors globally that supply key products and services, including with respect to shipping of merchandise and store operations. The Final Critical Vendors Order, among other things, (i) authorizes, but does not direct, the Chapter 11 Debtors to pay, in the ordinary course of business, prepetition amounts owing on account of the (A) Critical Vendor Claims, (B) Foreign Vendor Claims, (C) 503(b)(9) Claims, and (D) Lien Claims (each as defined in the Critical Vendors Motion); (ii) authorizes the Chapter 11 Debtors to require the Trade Claimants (as defined in the Critical Vendors Motion) to provide favorable trade terms for the postpetition procurement of goods and services; and (iii) grants administrative expense priority to undisputed and unsatisfied obligations on account of goods ordered by or services provided to the Chapter 11 Debtors prior to the date of the Final Critical Vendors Order that will not be delivered until after the Petition Date and authorizes the Chapter 11 Debtors to satisfy such obligations in the ordinary course of business. A copy of the Final Critical Vendors Order is attached to this affidavit as **Exhibit “J”**;

- (c) *Final Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage and the Surety Standby Letter of Credit Entered into Prepetition and Pay Related Prepetition Obligations and (B) Renew, Supplement, Modify, or Purchase Insurance, Surety Coverage, and Letters of Credit; and (II) Granting Related Relief (the “**Final Insurance Order**”).* As described in the Supplemental Affidavit, in the ordinary course of business, the Chapter 11 Debtors, either directly or through non-debtor affiliates, maintain approximately 63 insurance policies administered by various third-party insurance carriers. Eddie Bauer Canada directly maintains and

makes payments for two insurance policies, one with AIG Canada for auto liability and one with Factory Mutual Insurance Company for property liability. In the ordinary course of business, the Chapter 11 Debtors are also required to maintain various surety bonds that allow the Chapter 11 Debtors to conduct core aspects of their business, guarantee their ability to perform certain actions, and secure their performance obligations. The Final Insurance Order authorizes the Chapter 11 Debtors to, among other things, (i) maintain insurance and surety coverage under the insurance policies, the surety bonds, and the letters of credit entered into prepetition and pay related prepetition obligations in the ordinary course of business and (ii) renew, supplement, modify, or purchase insurance, surety coverage, and letters of credit in the ordinary course of business on a postpetition basis. A copy of the Final Insurance Order is attached to this affidavit as **Exhibit “K”**;

- (d) *Final Order (I) Authorizing the Payment of Certain Taxes and Fee and (II) Granting Related Relief* (the “**Final Taxes Order**”). As described in the Supplemental Affidavit, the Chapter 11 Debtors’ timely payment of the Taxes and Fees (as defined in the Taxes Motion) is critical to their continued and uninterrupted operations, including in Canada. The Final Taxes Order authorizes the Chapter 11 Debtors to negotiate, remit, and pay (or use tax credits to offset) various taxes and fees in the ordinary course of business that are payable or become payable during the Chapter 11 Cases, including any obligations arising on account of any assessments, or otherwise to be owed for periods prior to, including, or following the Petition Date, without regard to whether such obligations accrued or arose

before, on, or after the Petition Date, as necessary. The Final Taxes Order is attached to this affidavit as **Exhibit “L”**;

- (e) *Final Order (I) Approving the Debtors’ Proposed Adequate Assurance of Payment for Future Utility Services; (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services; (III) Approving the Debtors’ Proposed Procedures for Resolving Adequate Assurance Requests; (IV) Authorizing Fee Payments to the Utility Agents; and (V) Granting Related Relief* (the “**Final Utilities Order**”). As described in the Supplemental Affidavit, the Chapter 11 Debtors operate hundreds of retail locations, including 24 in Canada, as well as four distribution centers and one corporate office. At such locations, in the ordinary course of business, the Chapter 11 Debtors obtain, either directly or indirectly through their landlords, electricity, natural gas, propane, telecommunications, water, waste management (including sewer and trash disposal), internet, and other similar services from a number of utility providers or brokers, including service providers in Canada. The Final Utilities Order (i) approves the Chapter 11 Debtors’ proposed adequate assurance of payment for future utility services; (ii) prohibits utility providers from altering, refusing, or discontinuing services; (iii) approves the Chapter 11 Debtors’ proposed procedures for resolving adequate assurance requests; and (iv) authorizes fee payments to the Chapter 11 Debtors’ utility agents. A copy of the Final Utilities Order is attached to this affidavit as **Exhibit “M”**;

- (f) *Final Order (I) Authorizing the Debtors to (A) Maintain and Administer Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto and (II) Granting Related Relief* (the “**Final Customer Programs Order**”). As described

in the Supplemental Affidavit, the Chapter 11 Debtors serve millions of customers each year at hundreds of brick-and-mortar store locations throughout the United States and Canada. Among others, the Customer Programs include a gift card program and customer loyalty program. The Final Customer Programs Order authorizes the Chapter 11 Debtors to (i) maintain and administer their Customer Programs (as defined in the Customer Programs Motion) and (ii) honor certain prepetition obligations related thereto. A copy of the Final Customer Programs Order is attached to this affidavit as **Exhibit “N”**;

- (g) *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases; and (II) Granting Related Relief* (the “**Rejection Procedures Order**”). 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 reject certain contracts pursuant to section 365 of the U.S. Bankruptcy Code. The Chapter 11 Debtors are in the process of evaluating all of their contracts to determine whether such contracts should be (a) rejected, as they are unfavorable to the Chapter 11 Debtors or no longer beneficial for the Chapter 11 Debtors’ business operations, or (b) assumed (including as amended) or assumed (including as amended) and assigned, as they are favorable or otherwise valuable to the Chapter 11 Debtors’ estates (including those contracts that the Chapter 11 Debtors may

assume as amended following consensual negotiations with the applicable contract counterparties). 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. A copy of the Rejection Procedures Order is attached to this affidavit as **Exhibit “O”**; and

- (h) *Order Authorizing Employment and Payment of Professionals Utilized in the Ordinary Course of Business* (the “**OCP Order**”). The OCP Order authorizes the Chapter 11 Debtors to (i) retain Ordinary Course Professionals (as defined in the OCP Order), including Canadian professionals, without the necessity of a separate, formal retention application approved by the U.S. Court for each Ordinary Course Professional, and (ii) pay each Ordinary Course Professional for postpetition services rendered and expenses incurred, including, if necessary, advancing any reasonable postpetition retainer to the Ordinary Course Professional, subject to certain limits set forth in the OCP Order, without the necessity of additional court approval. Prior to the Petition Date, the Chapter 11 Debtors employed the professionals identified on Exhibit 1 to the OCP Order (the “**Initial Ordinary Course Professionals**”). The Initial Ordinary Course Professionals perform services, including legal and accounting matters, that are not intrinsically related to the Chapter 11 Cases. The Chapter 11 Debtors require the services of the Initial Ordinary Course Professionals regardless of the pendency of the Chapter 11 Cases, and the services do not significantly impact the direction of the Chapter 11 Debtors’ reorganization. The OCP Order also authorizes the Chapter 11 Debtors to employ

and retain additional ordinary course professionals not currently listed as Initial Ordinary Course Professionals as future circumstances require, without the need to file individual retention applications or provide further hearing or notice to any party except as set forth in the OCP Order, by filing with the U.S. Court a supplement to Exhibit 1 to the OCP Order. A copy of the OCP Order is attached to this affidavit as **Exhibit “P”**.

18. As evidenced by the omnibus certificate of no objection attached to this affidavit as **Exhibit “Q”**, each of the above-noted Final First Day Orders and the Second Day Orders was granted without objection from any party in the Chapter 11 Cases. Each such Final First Day Order and Second Day Order treats the Chapter 11 Debtors’ stakeholders in Canada and the U.S. equally and, where applicable, is substantially similar to its corresponding interim First Day Order recognized by this Court pursuant to the Supplemental Order.

B. The March 16 Motions

19. The following First Day Motions, originally scheduled for a final order hearing on March 3, 2026, were adjourned to a hearing before the U.S. Court on March 16, 2026, in order to provide time for further engagement between the Chapter 11 Debtors and the Committee regarding same (collectively, the “**Adjourned Motions**”):

- (a) *Debtors’ Motion for Entry of Interim and Final Orders (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 “**Cash Management Motion**”). As described in detail in the Initial Affidavit and the Supplemental 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, which was recognized by this Court in the Supplemental Order, authorizes the Chapter 11 Debtors to, among other things, (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. A copy of the Cash Management Motion (without exhibits) is attached to this affidavit as **Exhibit “R”**. On March 12, 2026, the Chapter 11 Debtors filed a Certificate of No Objection in respect of the Cash Management Motion. A copy of the Certificate of No Objection is attached to this affidavit as **Exhibit “S”**; and

- (b) *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Assume the Agency Agreement; (II) Authorizing and Approving the Conduct of Store Closing Sales, with Such Sales to be Free and Clear of All Liens, Claims, and Encumbrances; (III) Modifying Customer Programs at the Closing Stores; and (IV) Granting Related Relief* (the “**Store Closing Motion**”). The Interim Store Closing Order, which was recognized in the Supplemental Order, among other things, (i)

authorizes the Chapter 11 Debtors to assume and perform under the Letter Agreement Governing Inventory Disposition, dated as of January 29, 2026, made by and between Eddie Bauer U.S., and certain of its affiliates, Hilco Merchant Resources, LLC, and SB360 Capital Partners, LLC, a copy of which is attached as Exhibit 1 to the Interim Store Closing Order (the “**Agency Agreement**”); (ii) authorizes and approves the continuation of the conduct of the store closings or similar themed sales (the “**Store Closings**”) that were ongoing as of the Petition Date at the stores listed on Exhibit A to the Agency Agreement pursuant to the procedures set forth in the Interim Store Closing Order, in accordance with the terms of the store closing sale guidelines attached as Exhibit 2-A to the Interim Store Closing Order with respect to the U.S. Closing Stores, and attached as Exhibit 2-B to the Interim Store Closing Order with respect to the Canadian Closing Stores; and (iii) approves modifications to certain customer programs at the Closing Stores. The relief in the Interim Store Closing Order has permitted the Chapter 11 Debtors to continue to pursue a potential going concern sale of the Company’s assets, including the assets of the Canadian Debtors, while simultaneously continuing the Store Closings at the Closing Stores in pursuit of a value maximizing restructuring. A copy of the Store Closing Motion (without exhibits) is attached to this affidavit as **Exhibit “T”**. On March 10, 2026, the Chapter 11 Debtors filed a Certificate of No Objection in respect of the Store Closing Motion. A copy of the Certificate of No Objection is attached to this affidavit as **Exhibit “U”**.

20. If entered by the U.S. Court in the Chapter 11 Cases, the Foreign Representative will seek recognition of the orders sought pursuant to the Adjourned Motions by this Court. Copies of such

orders, if entered, will be included in a supplemental motion record and provided to this Court in advance of the upcoming recognition hearing.

21. As described in the Initial Affidavit and the Supplemental Affidavit, in addition to generating proceeds from the Store Closing Sales and simultaneously pursuing a going-concern sale, through the Restructuring Support Agreement, the Chapter 11 Debtors have also obtained the support of 100% of their funded debtholders to support confirmation of a chapter 11 plan, and to earmark a portion of the proceeds the Chapter 11 Debtors generate during the Chapter 11 Cases for distribution to general unsecured creditors, including unsecured creditors of the Canadian Debtors. Accordingly, the following additional motions will also be heard by the U.S. Court on March 16, 2026 (collectively with the Adjourned Motions, the “**March 16 Motions**”):

- (a) *Debtors’ Motion for Entry of an Order (I) Setting Bar Dates for Submitting Proofs of Claim, Including Requests for Payment Under Section 503(B)(9) of the Bankruptcy Code; (II) Establishing a Rejection Damages Bar Date and an Amended Schedules Bar Date; (III) Approving the Form, Manner, and Procedures for Filing Proofs of Claim; (IV) Approving Notices Thereof; and (V) Granting Related Relief (“**Bar Date Motion**”), a copy of which is attached to this affidavit (without exhibits) as **Exhibit “V”**. On March 11, 2026, the Chapter 11 Debtors filed a Certificate of No Objection in respect of the Bar Date Motion. A copy of the Certificate of No Objection is attached to this affidavit as **Exhibit “W”**; and*
- (b) *Debtors’ Motion for Entry of an 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 Motion**”), a copy of which is attached to this affidavit as **Exhibit “X”**. On March 11, 2026, the Committee filed an Objection to the Disclosure Statement Motion, a copy of which is attached to this affidavit as **Exhibit “Y”**.

22. If entered by the U.S. Court in the Chapter 11 Cases, the Foreign Representative will seek this Court’s recognition of the orders sought pursuant to the Bar Date Motion and the Disclosure Statement. Copies of such orders, if entered, will be included in a supplemental motion record and provided to this Court in advance of the upcoming recognition hearing. As described above, the Foreign Representative is serving this motion at this time, in advance of these orders being granted by the U.S. Court, to provide Canadian creditors with as much notice as possible of the March 16 Motions, particularly in respect of the General Claims Bar Date (as defined below) of April 7, 2026 proposed in the Bar Date Motion.

23. The Bar Date Motion and the Disclosure Statement Motion are discussed below.

(a) The Bar Date Motion

24. The Bar Date Motion seeks entry of an order (the “**Bar Date Order**”) (a) approving the procedures described in the Bar Date Motion for submitting Proofs of Claim and the form of the proof of claim attached as Exhibit 1 to the Bar Date Order (the “**Proof of Claim**”); (b) setting the Bar Dates for creditors to submit Proofs of Claim, as summarized in the table below; (c) approving the form and manner of service of the notice of the Bar Dates, substantially in the form attached as Exhibit 2 to the Bar Date Order (the “**Bar Date Notice**”), as well as the publication version of

the Bar Date Notice, substantially in the form attached as Exhibit 3 to the Bar Date Order, allowing for publication notice as described in the Bar Date Motion:

BAR DATES	
General Claims Bar Date	Establishing April 7, 2026, at 5:00 p.m., prevailing Eastern Time , as the last date and time for all persons and entities, other than governmental units, to file Proofs of Claim based on prepetition claims, including requests for payment under section 503(b)(9) of the U.S. Bankruptcy Code and unsecured priority claims specified in the Bar Date Motion against any Chapter 11 Debtor (the “ General Claims Bar Date ”).
Governmental Bar Date	Solely as to governmental units (as defined in section 101(27) of the U.S. Bankruptcy Code), establishing August 10, 2026, at 5:00 p.m., prevailing Eastern Time , as the last date and time for each such governmental unit to file Proofs of Claim asserting claims against any Chapter 11 Debtor that arose or are deemed to have arisen on or before the Petition Date (the “ Governmental Bar Date ”).
Rejection Damages Bar Date	Solely as to claims arising from the Chapter 11 Debtors’ rejection of executory contracts and unexpired leases, establishing the later of (a) (i) the General Claims Bar Date or (ii) the Governmental Bar Date, as applicable, and (b) 5:00 p.m., prevailing Eastern Time, on the date that is thirty calendar days after the later of (i) entry of the order approving the Chapter 11 Debtors’ rejection of the applicable executory contract or unexpired lease and (ii) the effective date of such rejection as the last date and time by which claimants holding claims based upon such rejection must file Proofs of Claim with respect thereto against any Chapter 11 Debtor, unless otherwise ordered by the U.S. Court (such later date, the “ Rejection Damages Bar Date ”).
Amended Schedules Bar Date	In the event that the Chapter 11 Debtors amend their Schedules (as defined in the Bar Date Motion), establishing the later of (a) (i) the General Claims Bar Date or (ii) the Governmental Bar Date, as applicable, and (b) 5:00 p.m., prevailing Eastern Time, on the date that is thirty calendar days from the date on which the Chapter 11 Debtors provide notice of such amendment to the Schedules as the last date and time by which claimants holding claims directly affected by the amendment must file Proofs of Claim with respect thereto against any Chapter 11 Debtor (such later date, the “ Amended Schedules Bar Date ,” and, together with the General Claims Bar Date, Governmental Bar Date, and Rejection Damages Bar Date, as applicable, the “ Bar Dates ”).

25. The Chapter 11 Debtors propose that entities holding the following claims be exempt from any requirement to file a Proof of Claim on account of the below claims before any Bar Date:

- (a) any claim that has already been asserted in a proof of claim against the Chapter 11 Debtors with Stretto, Inc. (the “**Claims and Noticing Agent**”) in a form substantially similar to Official Bankruptcy Form 410;

- (b) any claim that is listed on the Schedules filed by the Chapter 11 Debtors, provided that (i) the claim is not scheduled as “disputed,” “contingent,” or “unliquidated”; (ii) the claimant does not disagree with the amount, nature, or priority of the claim as set forth in the Schedules; and (iii) the claimant does not dispute that the claim is an obligation only of the specific Chapter 11 Debtor against which the claim is listed in the Schedules;
- (c) any claim that has previously been allowed by order of the U.S. Court;
- (d) any claim that has already been paid in full by any of the Chapter 11 Debtors;
- (e) any claim for which a different deadline has previously been fixed by the U.S. Court;
- (f) any claim against a Chapter 11 Debtor held by another Chapter 11 Debtor or non-Chapter 11 Debtor affiliate (which, for the avoidance of doubt, shall include Copper Retail JV LLC and each of its subsidiaries);
- (g) any claim based on an equity interest in the Chapter 11 Debtors, including, but not limited to, an interest based upon the ownership of common or preferred stock, membership interests, partnership interests, warrants, options, rights of purchase, or the sale of or subscription to such security or interest;
- (h) any claim held by a current employee of the Chapter 11 Debtors if an order of the U.S. Court authorizes the Chapter 11 Debtors to honor such claim in the ordinary course of business as a wage, commission, or benefit; provided, however, that any current or former employee must submit a Proof of Claim by the General Claims

Bar Date for all other claims arising before the Petition Date, including claims for wrongful termination, discrimination, harassment, hostile work environment, and retaliation;

- (i) any Professional Fee Claim (as defined in the Bar Date Motion);
- (j) any claim held by a current officer or director for indemnification, contribution, or reimbursement;
- (k) any person or entity that is exempt from filing a Proof of Claim pursuant to an order of the U.S. Court in the Chapter 11 Cases, including the Prepetition Agents, and the Prepetition Secured Parties (each as defined in the Interim Cash Collateral Order);
and
- (l) any claim held by any person or entity solely against a non-Chapter 11 Debtor entity.

26. The Chapter 11 Debtors propose that any person or entity that is required, but fails, to submit a Proof of Claim in accordance with the Bar Date Order on or before the applicable Bar Date will be forever barred, estopped, and enjoined from asserting such claim and from submitting a Proof of Claim with respect to such claim against the Chapter 11 Debtors and/or their property, and the Chapter 11 Debtors will be forever discharged from any and all indebtedness or liability with respect to or arising out of such claim. Moreover, such creditor will be prohibited from (a) voting on any chapter 11 plan filed in the Chapter 11 Cases on account of such claim, (b) participating in any distribution in the Chapter 11 Cases on account of such claim, and (c) receiving further notices regarding such claim.

27. If granted by the U.S. Court in the Chapter 11 Cases, the Chapter 11 Debtors request that this Court recognize the Bar Date Order and give it full effect in Canada pursuant to section 49 of the CCAA. The Chapter 11 Debtors are of the view that recognition of the Bar Date Order, if granted by the U.S. Court, will be necessary for the protection of the Chapter 11 Debtors' property and is in the best interest of their creditors for the following reasons:

- (a) The Chapter 11 Cases apply to all creditors of the Chapter 11 Debtors, wherever they may be located, including creditors of the Canadian Debtors, and accordingly one comprehensive claims process is appropriate, and the Bar Date Order does not distinguish between the treatment of Canadian creditors and creditors situated in the U.S. or otherwise;
- (b) The applicable Bar Dates and procedures are reasonable and appropriate in the circumstances, providing claimants with notice and opportunity to prepare and file Proofs of Claim, as well as allowing the Chapter 11 Cases to move forward quickly with a minimum of administrative expense and delay;
- (c) Recognition of the Bar Date Order by this Court will ensure that the Bar Dates are enforceable against all creditors of the Chapter 11 Debtors in Canada so that the Chapter 11 Debtors can have an accurate understanding of the claims against their estates; and
- (d) As set out below, all known creditors and potential claimants will receive sufficient notice of the claims process.

28. No later than one business day after entry of the Bar Date Order, if granted by the U.S. Court, or as soon as reasonably practicable thereafter, the Chapter 11 Debtors will serve the Bar Date Notice by email and/or first-class mail on, among others, all known creditors and other known holders of potential claims against the Chapter 11 Debtors as of the date of entry of the Bar Date Order for which the Chapter 11 Debtors have accurate contact information, including all persons or entities listed in the Schedules for which the Chapter 11 Debtors have mailing addresses or email addresses.

29. The Chapter 11 Debtors intend to provide notice of the Bar Dates by publication to help ensure that all potential claimants receive adequate notice of the Bar Dates. Specifically, the Chapter 11 Debtors propose to publish the Bar Date Notice, modified for publication substantially in the form attached as Exhibit 3 to the Bar Date Order, on one occasion in *The New York Times (National Edition)* and/or another national or international publication reasonably acceptable to the Chapter 11 Debtors, including *The Globe and Mail (National Edition)*.

30. Further, the Chapter 11 Debtors will post the Proof of Claim form and the Bar Date Notice on the Debtors' case website established by the Claims and Noticing Agent at <https://cases.stretto.com/EddieBauer>.

31. The Foreign Representative has made its filings in these proceedings available on the Information Officer's website. The Information Officer has confirmed that it intends to post a copy of the Bar Date Order and any Order of this Court recognizing the Bar Date Order on its website. The Foreign Representative intends to provide information regarding these proceedings to its stakeholders as inquiries arise.

32. I have been advised that the Information Officer is supportive of the relief requested in respect of the Bar Date Order, if granted by the U.S. Court, and intends to file a report with this Court outlining its recommendation that the Bar Date Order, if granted by the U.S. Court, be recognized by the Court pursuant to the proposed Recognition Order.

(b) Disclosure Statement Motion²

33. The Disclosure Statement Motion seeks an order (the “**Disclosure Statement Order**”) granting, *inter alia*, the following relief:

- (a) **Conditionally Approving the Adequacy of the Information Contained in the Disclosure Statement** – Conditionally approving the *Disclosure Statement Relating to the Joint Plan of Reorganization of Eddie Bauer LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the “**Disclosure Statement**”), attached to the Disclosure Statement Order as Exhibit 1, as containing “adequate information” pursuant to section 1125(a)(1) of the U.S. Bankruptcy Code and providing Holders of Claims or Interests, and other parties in interest, with sufficient notice of, and the identities of the entities subject to, the injunction, exculpation, and release provisions contained in the *Joint Plan of Reorganization of Eddie Bauer LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the “**Plan**”) (which is attached as an exhibit to the Disclosure Statement) in satisfaction of the requirements of rules

² Capitalized terms not otherwise defined in this section have the meanings given to them in the Disclosure Statement Motion.

2002(c)(3) and 3016(b) and (c) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”);

- (b) **Solicitation and Voting Procedures** – Approving procedures for (i) soliciting, receiving, and tabulating votes on the Plan; (ii) voting to accept or reject the Plan; and (iii) filing objections to the Plan (the “**Solicitation and Voting Procedures**”), substantially in the form attached to the Disclosure Statement Order as Exhibit 2;
- (c) **Ballots** – Approving the form of ballots that the Chapter 11 Debtors will send to Holders of Claims entitled to vote to accept or reject the Plan, substantially in the forms attached to the Disclosure Statement Order as Exhibit 3A and Exhibit 3B (collectively, the “**Ballots**”);
- (d) **Notice of Non-Voting Status** – Approving (i) the form of notice to Holders of Claims or Interests that are (A) Unimpaired under the Plan and that are, pursuant to section 1126(f) of the U.S. Bankruptcy Code, conclusively presumed to accept the Plan, (B) Impaired under the Plan and that are, pursuant to section 1126(g) of the U.S. Bankruptcy Code, deemed to reject the Plan, and (C) subject to a pending objection and that are not entitled to vote the disputed portion of such Claims or Interests, substantially in the form attached to the Disclosure Statement Order as Exhibit 4; and (ii) the release opt-out form, substantially in the form attached to the Disclosure Statement Order as Exhibit 4A;
- (e) **Cover Letter** – Approving the form of letter that the Chapter 11 Debtors will send to Holders of Claims entitled to vote to accept or reject the Plan describing the contents of the Solicitation Package and recommending that such parties vote in

favor of the Plan, substantially in the form attached to the Disclosure Statement Order as Exhibit 5;

- (f) **Combined Hearing Notice** – Approving the form and manner of notice of the hearing to consider final approval of the Disclosure Statement and the Plan, which is scheduled for April 16, 2025 (the “**Combined Hearing**”), and the procedures for objecting thereto (such notice, the “**Combined Hearing Notice**”), substantially in the form attached to the Disclosure Statement Order as Exhibit 6;
- (g) **Plan Supplement Notice** – Approving the form of notice related to the filing of the compilation of documents, term sheets, and forms of documents, agreements, schedules, and exhibits to the Plan (the “**Plan Supplement**”), substantially in the form attached to the Disclosure Statement Order as Exhibit 7;
- (h) **Assumption and Rejection Notice** – Approving the forms of notice to counterparties to executory contracts and unexpired leases that will be (i) assumed pursuant to the Plan, substantially in the form attached to the Disclosure Statement Order as Exhibit 8, or (ii) rejected pursuant to the Plan, substantially in the form attached to the Disclosure Statement Order as Exhibit 9;
- (i) **Solicitation Package** – Finding that the solicitation materials and documents included in the solicitation package (the “**Solicitation Package**”) that will be sent to, among others, Holders of Claims entitled to vote to accept or reject the Plan, comply with Bankruptcy Rules 2002(b) and 3017(d);

- (j) **Waiver of Bankruptcy Local Rule 3018-1** – Waiving the requirements pursuant to Bankruptcy Local Rule 3018-1 that (i) the Ballots must be returned not later than seven (7) days prior to the Combined Hearing and (ii) the voting results must be certified at least three (3) days prior to the Combined Hearing; and
- (k) **Confirmation Dates** – Establishing or reaffirming, as applicable, the following dates and deadlines with respect to Confirmation of the Plan, subject to modification as necessary:

Event	Date	Description
Voting Record Date	March 16, 2026	With respect to Claims that either (a) are listed in the Schedules or (b) with respect to which a valid proof of claim is filed before March 16, 2026 (such claims, the “ Known Eligible Claims ”), the date to determine which Holders of such Claims are entitled to vote to accept or reject the Plan (the “ Voting Record Date ”). If a valid Proof of Claim for a Claim in a Voting Class (a) that is not listed in the Schedules and (b) with respect to which a valid Proof of Claim has not been filed as of the Voting Record Date (an “ Unknown Eligible Claim ”) is filed on or after the Voting Record Date and before the applicable general claims bar date established in connection with the Bar Date Motion, then the Claims and Noticing Agent will distribute a Solicitation Package to the Holder of such Unknown Eligible Claim within two (2) business days after such valid Proof of Claim has been filed and processed by the Claims and Noticing Agent. Such Holder shall be required to submit a valid Ballot no later than the Voting and Opt-Out Deadline for such Ballot to be counted.
Combined Hearing Notice and Publication Deadline	March 17, 2026, or, with respect to the Publication Notice, as soon as practicable thereafter	The date by which the Chapter 11 Debtors will (a) distribute, or cause to be distributed, the Combined Hearing Notice to the Holders of Claims or Interests, and (b) publish the Combined Hearing Notice in a format modified for publication (such notice, the “ Publication Notice ,” and such date, the “ Combined Hearing Notice and Publication Deadline ”).
Solicitation Package Mailing Deadline	Five (5) business days following entry of the Disclosure Statement Order	The deadline by which the Chapter 11 Debtors must distribute, or cause to be distributed, the Solicitation Package, including the Ballots, to Holders of Known Eligible Claims entitled to vote to accept or reject the Plan (the “ Solicitation Package Mailing Deadline ”).
Plan Supplement Filing Deadline	April 1, 2026	The date by which the Chapter 11 Debtors shall file the Plan Supplement (the “ Plan Supplement Filing Deadline ”).

Event	Date	Description
Voting and Opt-Out Deadline	April 14, 2026, at 4:00 p.m., prevailing Eastern Time	The deadline by which all Ballots and Opt-Out Forms must be properly executed, completed, and submitted so that they are actually received by the Claims and Noticing Agent (such deadline, the “ Voting and Opt-Out Deadline ”).
Combined Objection Deadline	April 14, 2026, at 4:00 p.m., prevailing Eastern Time	The deadline by which objections to confirmation of the Plan and final approval of the Disclosure Statement must be filed with the U.S. Court (the “ Combined Objection Deadline ”).
Voting Report Deadline	April 15, 2026, at 2:00 p.m., prevailing Eastern Time	The date by which the report tabulating the voting results with respect to the Plan (the “ Voting Report ”) shall be filed with the U.S. Court (such date, the “ Voting Report Deadline ”).
Confirmation Brief Deadline	April 15, 2026	The deadline by which the Chapter 11 Debtors shall file their brief in support of confirmation of the Plan (the “ Confirmation Brief Deadline ”).
Combined Hearing Date	April 16, 2026	The date of the Combined Hearing (such date, the “ Combined Hearing Date ”).

34. The purpose of the Disclosure Statement is to provide Holders of Claims or Interests in the Chapter 11 Debtors entitled to vote on the Plan with adequate information in order to make an informed judgment as to whether to vote to accept or reject the Plan. The foregoing timing and materials will afford Holders of Claims entitled to vote on the Plan, including claimants in Canada, with sufficient time to review and analyze such materials and subsequently make an informed judgment as to whether to vote to accept or reject the Plan before the Voting and Opt-Out Deadline.

35. If confirmed, the Plan will provide: (a) for the payment of all allowed administrative and priority claims in full; (b) that, subject to the class of General Unsecured Claims voting to accept the Plan, 100 percent of Net Proceeds (as defined in the Plan) less the GUC Contingent Recovery Pool (as defined below), will be distributed to the ABL Lenders; (c) that, if they vote as a class to accept the Plan, Holders of General Unsecured Claims will receive their pro rata share of the greater of (i) USD \$250,000 or (ii) ten percent of Net Proceeds in excess of the ABL Threshold Recovery Amount (as defined in the Plan) (such recovery, the “**GUC Contingent Recovery**”).

Pool"); (d) that Term Loan Claims and Subordinated Loan Claims will be extinguished with no recovery from the Chapter 11 Debtors, and holders of such claims will forego a distribution from the Chapter 11 Debtors they would have otherwise had a right to in the event the class of General Unsecured Claims votes to accept the Plan; and (e) that Existing Equity Interests will be extinguished with no recovery.

36. Article VIII of the Plan and Article VI of the Disclosure Statement describe in detail the entities subject to an injunction under the Plan and the acts that they are enjoined from pursuing, including information related to the Debtor Release and the Third-Party Release, as well as the exculpation and injunction provisions.

37. Further, the Plan classifies Holders of Claims or Interests into the following Classes of Claims and Interests for all purposes, including with respect to voting on and distributions under the Plan. The following table summarizes the Classes of Claims and Interests under the Plan and their respective voting rights. Claims against the Canadian Debtors are included in Class 3, 6 and 7.

Class No.	Claim/Interest	Status	Voting rights
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 3	ABL Claims	Impaired	Entitled to Vote
Class 4	Term Loan Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 5	Subordinated Loan Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 6	General Unsecured Claims	Impaired	Entitled to Vote

Class No.	Claim/Interest	Status	Voting rights
Class 7	Intercompany Claims	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept) / Not Entitled to Vote (Deemed to Reject)
Class 8	Intercompany Interests	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept) / Not Entitled to Vote (Deemed to Reject)
Class 9	Existing Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 10	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)

38. As certain creditors of the Canadian Debtors will be impaired by the Plan and therefore are entitled to vote to accept or reject the Plan, the Foreign Representative is seeking recognition of the Disclosure Statement Order by this Court.

39. Should the Plan be approved and confirmed by the U.S. Court (the “**Plan Confirmation Order**”), it is anticipated that the Foreign Representative will return to this Court to seek an order recognizing in Canada the Plan Confirmation Order and related relief.

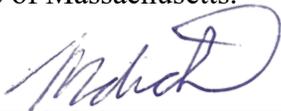
40. I have been advised that the Information Officer is supportive of the relief requested in respect of the Disclosure Statement Order, if granted by the U.S. Court, and intends to file a report with this Court outlining its recommendation that the Disclosure Statement Order, if granted by the U.S. Court, be recognized by the Court pursuant to the proposed Recognition Order.

PART IV – CONCLUSION

41. I believe that the recognition of the U.S. orders in Part III 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.

42. The requested relief in the Recognition Order will assist with and facilitate the efforts of the Chapter 11 Debtors, including the Canadian Debtors, to pursue an orderly liquidation of their retail stores in the Chapter 11 Cases and the wind-down of the Chapter 11 Debtors, and to confirm the Plan, with a view to maximizing value for the benefit of the Company's stakeholders.

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on March 13, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Charlestown in the State of Massachusetts.



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



GEORGE PANTELIS

This is Exhibit "A" referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Charlestown, in the State of Massachusetts, before me at the City of Toronto, in the Province of Ontario, on March 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

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

Applicant

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

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

OATH AND SAY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. This affidavit is organized into the following sections:

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PART I – BACKGROUND

A. Overview of the Eddie Bauer Business

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

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

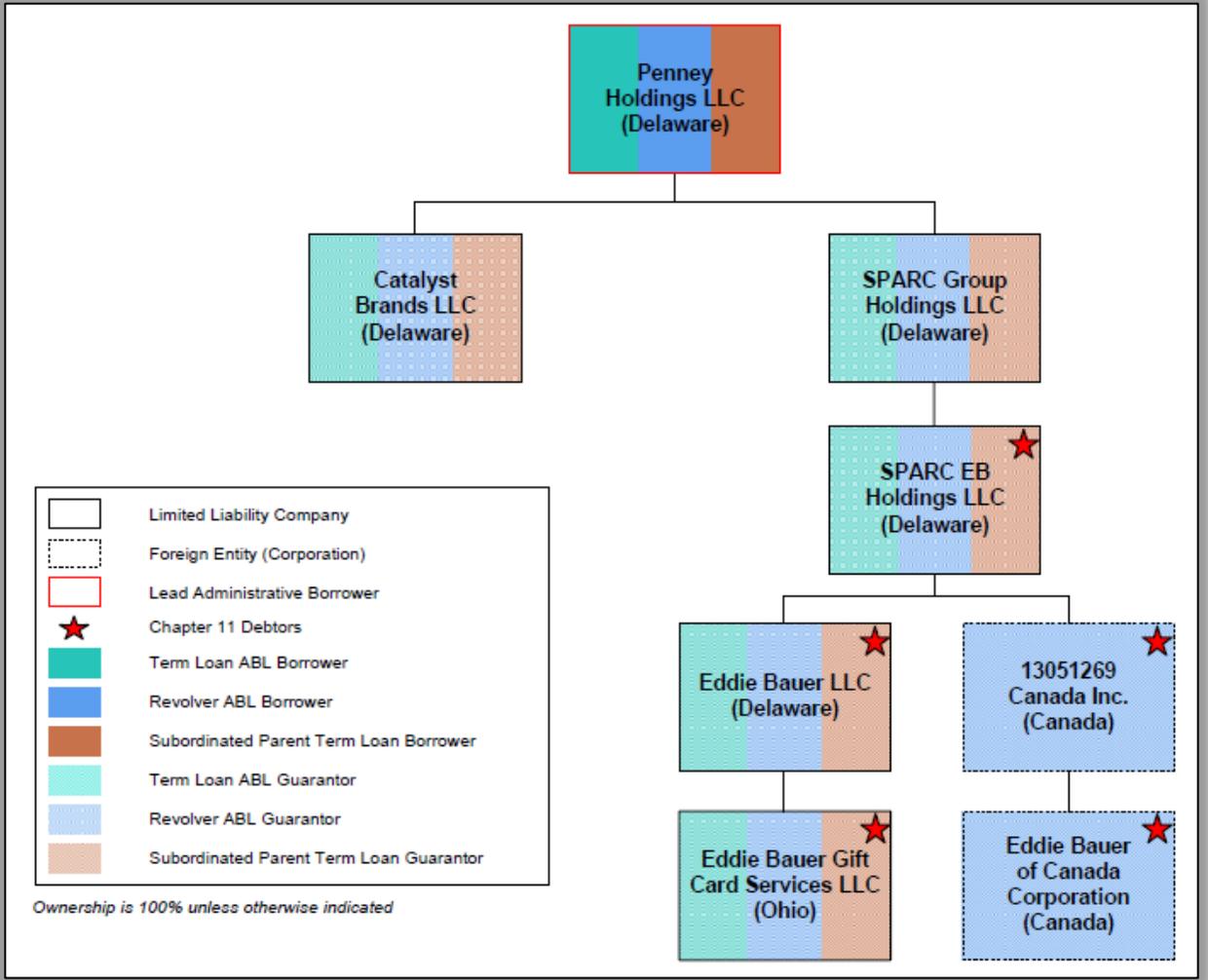
12. The Company has undergone multiple ownership changes and financial restructurings over the past several years. In 2003, Eddie Bauer's then-parent company, Spiegel, Inc., spun the Company into a standalone enterprise at the conclusion of Chapter 11 bankruptcy proceedings in the United States Bankruptcy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

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

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

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

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



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

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

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

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

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

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

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

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

(a) Assets

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

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

(b) Liabilities

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

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

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

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

(c) Shareholders' Equity

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

D. Retail Stores and Leases in Canada

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

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

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

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

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

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

E. Employees

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

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

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

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

(a) Benefits Plans

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

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

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

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

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

F. Store Merchandise

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

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

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

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

G. Gift Cards and Loyalty Programs

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

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

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

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

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

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

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

(a) Cash Management System

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

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

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

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

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

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

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

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

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

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

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

(i) Intercompany Transfers

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

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

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

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

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

(b) Intellectual Property

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

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

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

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

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

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

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

PART II – PREPETITION CAPITAL STRUCTURE AND INDEBTEDNESS

A. Chapter 11 Debtors’ Prepetition Capital Structure and Indebtedness

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

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

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

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

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

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

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

B. Intercompany Payable to SPARC

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

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

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

C. PPSA Searches

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

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

PART III – EVENTS LEADING TO THE CHAPTER 11 CASES

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

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

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

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

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

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

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

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

PART IV – RESTRUCTURING AND SALE EFFORTS AND PATH FORWARD

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

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

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

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

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

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

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

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

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

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

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

PART V – URGENT NEED FOR RELIEF IN CANADA

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

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

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

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

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

PART VI – RELIEF SOUGHT

A. Interim Stay Order

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

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

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

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

B. Additional Relief Expected to be Sought

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

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

PART VII – CONCLUSION

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

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



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

STEPHEN COULOMBE

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

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Lawyers for the Applicant

This is Exhibit "B" referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Charlestown, in the State of Massachusetts, before me at the City of Toronto, in the Province of Ontario, on March 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

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

Applicant

**AFFIDAVIT OF STEPHEN COULOMBE
(Sworn February 12, 2026)**

1. I, Stephen Coulombe, of the City of Salisbury, in the State of Massachusetts, **MAKE OATH AND SAY:**

2. I am one of two Co-Chief Restructuring Officers (a “**Co-CRO**”) of Eddie Bauer LLC (“**Eddie Bauer U.S.**”) and each of the Chapter 11 Debtors (as defined below). I have served as a Co-CRO to the Chapter 11 Debtors since January 31, 2026. I have been a Managing Director at Berkeley Research Group, LLC since May 2016, prior to which I was a Senior Managing Director at FTI Consulting, Inc. I have more than twenty-five years of experience serving as a financial advisor and providing restructuring and performance improvement services to corporations, various creditor classes, equity owners, and directors of underperforming companies, including a significant number of large retailers with substantial national and international presences. I have personally been involved in several recent comparable chapter 11 reorganizations, including re *F21 OpCo, LLC, et al.*, re *David’s Bridal, LLC, et al.*, and re *NPC International Inc.*

3. 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.

4. This affidavit supplements the affidavit I swore on February 9, 2026 (the "**Initial Affidavit**") and is sworn in support of an application by Eddie Bauer U.S., in its capacity as the Foreign Representative (as defined below), for the following orders:

- (a) An order (the "**Initial Recognition Order**"), substantially in the form attached as Tab 2 to Eddie Bauer U.S.'s Supplemental Application Record, among other things:
 - (i) Recognizing Eddie Bauer U.S. as a "foreign representative" in respect of the Chapter 11 Cases (as defined below); and
 - (ii) Recognizing the Chapter 11 Cases as a "foreign main proceeding" in respect of the Chapter 11 Debtors; and
- (b) An Order (the "**Supplemental Order**"), substantially in the form attached as Tab 4 to Eddie Bauer U.S.'s Supplemental Application Record, among other things:
 - (i) recognizing certain orders issued by the U.S. Court (as defined below) in the Chapter 11 Cases (the "**First Day Orders**");

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

PART I – OVERVIEW

5. 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

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.

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**”. Certified copies of the Petitions are attached to this affidavit as **Exhibits “A”, “B”, “C”, “D” and “E”**.

6. 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 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 (“**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.

7. This Court granted the Interim Stay Order on February 9, 2026. A copy of the Interim Stay Order is attached to this affidavit as **Exhibit “F”** and a copy of the Endorsement of the Honourable Justice Cavanagh dated February 9, 2026, is attached to this affidavit as **Exhibit “G”**.

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 First Day Orders, including the Foreign Representative Order (as defined below) authorizing Eddie Bauer U.S. to act as the Foreign Representative for purposes of these recognition proceedings.

9. The Foreign Representative now seeks from this Court the issuance of the Initial Recognition Order and the Supplemental Order.

10. Background information with respect to the Chapter 11 Debtors, including the Canadian Debtors and the Canadian business, and the reasons for the initiation of the Chapter 11 Cases, are set out in the Initial Affidavit, as well as the declaration that I swore in support of the Chapter 11 Cases (the “**First Day Declaration**”), a copy of which is attached to this affidavit as **Exhibit “H”**.

11. Capitalized terms used and not otherwise defined herein have the meanings given to them in the Initial Affidavit or the First Day Declaration, as applicable. All monetary references in this affidavit are in U.S. dollars, unless otherwise stated.

12. This affidavit is organized into the following sections:

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PART II – UPDATE ON MATTERS SINCE THE COMMENCEMENT OF THE CHAPTER 11 CASES

13. Following the initiation of the Chapter 11 Cases, the Chapter 11 Debtors, including the Canadian Debtors, have, among other things, continued to advance steps relating to the two interlocking processes contemplated in the First Day Motions and Restructuring Support Agreement – the store closing sales and the going-concern sale process, and have been communicating with their stakeholders regarding same.

14. Among other developments in the Chapter 11 Cases, the Chapter 11 Debtors worked diligently to obtain the First Day Orders from the U.S. Court.

PART III– RELIEF SOUGHT

A. Recognition of Foreign Main Proceedings

15. The Chapter 11 Cases have been commenced to preserve the value of the Company and provide a forum to pursue a going-concern sale of all or part of the Company’s business, including the business of the Canadian Debtors, while concurrently effectuating an orderly, value-maximizing wind-down of all of the Company’s brick and mortar retail operations that are not sold in a going concern sale, for the benefit of all parties in interest. As described in detail in the Initial Affidavit, the Canadian Debtors are integrated members of the broader Eddie Bauer group.

16. Pursuant to the proposed Initial Recognition Order, Eddie Bauer U.S., as the Foreign Representative, seeks recognition of the Chapter 11 Cases as a “foreign main proceeding” in

respect of the Chapter 11 Debtors under Part IV of the CCAA to preserve and protect the value of the Canadian business in Canada while the Chapter 11 Debtors pursue their restructuring efforts in the Chapter 11 Cases. Other than the Canadian Debtors, the Chapter 11 Debtors are incorporated or formed under U.S. law, have their registered head office and corporate headquarters in the U.S., carry out their business in the U.S. and have all, or substantially all, of their assets located in the U.S.

17. As described in the Initial Affidavit, the Chapter 11 Debtors are managed on a consolidated basis and the Canadian Debtors are wholly reliant on the Chapter 11 Debtors for corporate, administrative and back-office support, and all the Canadian Debtors' inventory is sourced and supplied by Eddie Bauer U.S. The Canadian Debtors would not be able to function independently without the shared services and other corporate support functions performed by the Chapter 11 Debtors in the U.S.

B. Stay of Proceedings in Canada

18. By operation of the U.S. Bankruptcy Code, the Chapter 11 Debtors (including the Canadian Debtors) obtained the benefit of an automatic stay of proceedings upon the filing of the Petitions with the U.S. Court. In issuing the Interim Stay Order, this Court granted an interim stay of proceedings in favour of the Chapter 11 Debtors in respect of their business and property in Canada, as well as a stay of proceedings in favour of the directors and officers of the Chapter 11 Debtors in Canada.

19. Under the proposed Supplemental Order, the Foreign Representative is seeking to extend the stay of proceedings granted pursuant to the Interim Stay Order. As set out in the Initial Affidavit, it is critical to the preservation of the value of the Canadian business and the Company's

overall efforts to implement an orderly wind-down and potential going-concern sale that the Chapter 11 Debtors and their directors and officers be protected by a stay of proceedings and from enforcement rights in Canada pursuant to a Canadian court order.

C. Recognition of Certain U.S. Orders

20. Pursuant to the proposed Supplemental Order, the Foreign Representative seeks recognition by this Court of the following First Day Orders that have been entered by the U.S. Court. Each of the First Day Orders, which treat the Chapter 11 Debtors' stakeholders in Canada and the U.S. equally, is discussed below.

(a) Foreign Representative Order

21. A certified copy of the *Order (I) Authorizing Eddie Bauer LLC to Act as Foreign Representative, and (II) Granting Related Relief* (the "**Foreign Representative Order**") is attached to this affidavit as **Exhibit "I"**.

22. The Foreign Representative Order authorizes Eddie Bauer U.S. to act as the Foreign Representative on behalf of the Chapter 11 Debtors' estates pursuant to the U.S. Bankruptcy Code in connection with these recognition proceedings under the CCAA. It also requests the aid and assistance of this Court to recognize the Chapter 11 Proceedings as a "foreign main proceeding" and Eddie Bauer LLC as a "foreign representative" pursuant to the CCAA and to recognize and give full force and effect in all provinces and territories in Canada to the Foreign Representative Order and to other orders issued by the U.S. Court in the Chapter 11 Proceedings.

(b) Automatic Stay Order

23. A copy of the *Order (I) Restating and Enforcing the Worldwide Automatic Stay, Anti-Discrimination Provisions, and Ipso Facto Protections of the Bankruptcy Code, (II) Approving the Form and Manner of Notice, and (III) Granting Related Relief* (the “**Automatic Stay Order**”) is attached to this affidavit as **Exhibit “J”**.

24. The Automatic Stay Order restates and enforces the worldwide automatic stay, anti-discrimination provisions, and *ipso facto* protections of the U.S. Bankruptcy Code and approves the form and manner of notice related thereto, substantially in the form attached to the Automatic Stay Order as Exhibit 2.

25. The granting of the Automatic Stay Order by the U.S. Court further reinforces the stay as against the Chapter 11 Debtors, including the Canadian Debtors, which stay is paramount to enabling the Chapter 11 Debtors to pursue a going-concern sale of the Chapter 11 Debtors’ assets, while simultaneously continuing store closings in pursuit of a value maximizing restructuring.

(c) Interim Cash Management Order

26. A copy of the *Interim 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 “**Interim Cash Management Order**”) is attached to this affidavit as **Exhibit “K”**.

27. The Interim Cash Management Order authorizes the Chapter 11 Debtors to, among other things, (a) operate their cash management system, (b) honour certain prepetition obligations related thereto, (c) maintain existing bank accounts, business forms, and books and records, and (d) continue to perform intercompany transactions.

28. As described in detail in the Initial 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. Any disruption to the Cash Management System could have an immediate and significant value-destructive effect on the Canadian Debtors to the detriment of all stakeholders.

(d) Interim Critical Vendors Order

29. A copy of the *Interim Order (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Vendors, 503(B)(9) Claimants, and Lien Claimants, (II) Granting Administrative Expense Priority to Undisputed Obligations on Account of Outstanding Orders, and (III) Granting Related Relief* (the “**Interim Critical Vendors Order**”) is attached to this affidavit as **Exhibit “L”**.

30. The Interim Critical Vendors Order, among other things, (a) authorizes, but does not direct, the Chapter 11 Debtors to pay, in the ordinary course of business, certain prepetition amounts owing on account of the (i) Critical Vendor Claims, (ii) Foreign Vendor Claims, (iii) 503(b)(9) Claims, and (iv) Lien Claims (each as defined in the Critical Vendors Motion) to the

extent the Chapter 11 Debtors determine, in their business judgment, that such payment is beneficial to the Chapter 11 Debtors' estates; (b) in exchange for the payment of their prepetition claims as contemplated therein, requires the Trade Claimants (as defined in the Critical Vendors Motion) to provide favorable trade terms for the postpetition procurement of goods and services; and (c) grants administrative expense priority to undisputed and unsatisfied obligations on account of goods ordered by or services provided to the Chapter 11 Debtors prior to the date of the motion for the Interim Critical Vendors Order that will not be delivered until after the Petition Date and authorizes the Chapter 11 Debtors to satisfy such obligations in the ordinary course of business.

31. As described in the Initial Affidavit, the Chapter 11 Debtors, including the Canadian Debtors, are supported by a network of hundreds of vendors globally that supply key products and services, including with respect to shipping of merchandise and store operations. The Chapter 11 Debtors have identified a limited set of vendors whose goods and services are critical to maintaining the value of their business throughout the Chapter 11 Cases. Any disruption to the provision of the critical inventory and services that the Trade Claimants provide would have far-reaching and adverse economic and operational consequences for the Chapter 11 Debtors' business. In order to effectuate store closing activities, and potentially a sale of a subset of the Chapter 11 Debtors' business, it is critical that the Chapter 11 Debtors have the authority to pay certain prepetition claims of critical vendors, lien claimants and foreign vendors.

32. The following table summarizes the categories and estimated amounts of accrued and unpaid prepetition Trade Claims that the Chapter 11 Debtors have obtained authority to pay (on an interim basis) pursuant to the Interim Critical Vendors Order and intend to subsequently seek authorization to pay (on a final basis):

Trade Claim Category	Description of Goods and Services Provided	Interim Relief Requested	Final Relief Requested
Critical Vendor Claims	Specialized suppliers of goods and services that are critical to maintain the Chapter 11 Debtors' day-to-day operations, or that are sole or limited source providers of the goods and services necessary for the uninterrupted operations of the Chapter 11 Debtors' business.	\$2.5 million	\$2.5 million
Foreign Vendor Claims	Suppliers of essential goods and merchandise that are based outside of the United States.	\$1.0 million	\$1.0 million
503(b)(9) Claims	Suppliers that provided goods to the Chapter 11 Debtors that were received within twenty days before the Petition Date, which may give rise to claims under section 503(b)(9) of the U.S. Bankruptcy Code.	\$3.0 million	\$3.0 million
Lien Claims	Suppliers of goods or services utilized by or provided to the Chapter 11 Debtors that may assert shipper's liens, mechanic's liens, possessory liens, or other similar liens.	\$7.0 million	\$12.0 million
Total Amount of Trade Claims		\$13.5 million	\$18.5 million

(e) **Interim Customer Programs Order**

33. A copy of the *Interim Order (I) Authorizing the Debtors to (A) Maintain and Administer Their Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto, and (II) Granting Related Relief* (the “**Interim Customer Programs Order**”) is attached to this affidavit as **Exhibit “M”**.

34. The Interim Customer Programs Order authorizes the Chapter 11 Debtors to, among other things, maintain and administer their customer programs (the “**Customer Programs**”) and honour certain prepetition obligations related thereto.

35. The Chapter 11 Debtors serve millions of customers each year at hundreds of brick-and-mortar store locations throughout the United States and Canada. Among others, the Customer Programs include a gift card program and customer loyalty program.

36. As described in the Initial Affidavit, the Chapter 11 Debtors allow their customers to purchase prepaid, non-expiring gift cards in various denominations ranging from \$10 to \$500 (the “**Gift Card Program**”). Under the Gift Card Program, the Chapter 11 Debtors have issued approximately \$21 million worth of gift cards in the last three years, and customers typically redeem approximately \$5.2 million worth of gift cards per year at the Chapter 11 Debtors’ brick-and-mortar store locations and former e-commerce platform. As described in the Initial Affidavit, in light of the License Termination Agreement, customers may only continue to utilize the Gift Card Program in the Company’s brick-and-mortar stores.

37. The Chapter 11 Debtors also offer a customer loyalty program – known as the Adventure Rewards Program – in which approximately ten million of the Chapter 11 Debtors’ customers are enrolled, which operates on a points-based system whereby each dollar a member spends on the Chapter 11 Debtors’ merchandise translates into rewards points (“**Reward Points**”) at certain ratios depending on a particular member’s loyalty tier. Reward Points are converted into redeemable merchandise credit on a quarterly basis through the issuance of Adventure Rewards Members certificates (“**Adventure Rewards Certificates**”). The Adventure Rewards Program is an important engagement tool that allows members to receive promotional discounts and other benefits. As of the Petition Date, there are no outstanding Adventure Rewards Certificates but there are outstanding unexpired Reward Points that have accrued but for which members have yet to receive Adventure Rewards Certificates.

38. Under the Interim Customer Programs Order, the Chapter 11 Debtors have the authority, among other things, to (i) honour all outstanding prepetition liabilities on account of the Gift Card Program as customers redeem their gift cards and to continue honouring such obligations in the ordinary course of the Chapter 11 Debtors’ business; and (ii) continue to operate the Adventure

Rewards Program in the ordinary course of the Chapter 11 Debtors' business, including by issuing new Adventure Reward Certificates on account of Rewards Points that customers have accrued prior to the Petition Date.

39. Continuing to provide the Customer Programs during the Chapter 11 Cases will help the Chapter 11 Debtors, including the Canadian Debtors, maintain their reputation for quality, enhance customer retention, and ensure that they are able to continue operating their retail enterprise.

(f) Interim Insurance Order

40. A copy of the *Interim Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage and the Surety Standby Letter of Credit Entered into Prepetition and Pay Related Prepetition Obligations and (B) Renew, Supplement, Modify, or Purchase Insurance, Surety Coverage, and Letters of Credit, and (II) Granting Related Relief* (the “**Interim Insurance Order**”) is attached to this affidavit as **Exhibit “N”**.

41. The Interim Insurance Order authorizes the Chapter 11 Debtors to, among other things, (a) maintain insurance and surety coverage under the insurance policies, the surety bonds, and the letter of credit entered into prepetition and pay related prepetition obligations in the ordinary course of business and (b) renew, supplement, modify, or purchase insurance, surety coverage, and letters of credit in the ordinary course of business on a postpetition basis.

42. In the ordinary course of business, the Chapter 11 Debtors, either directly or through non-debtor affiliates, maintain approximately 63 insurance policies administered by various third-party insurance carriers. Eddie Bauer Canada directly maintains and makes payments for two insurance policies, one with AIG Canada for auto liability and one with Factory Mutual Insurance Company

for property liability. As of the Petition Date, the Chapter 11 Debtors estimate that they owe approximately \$200,000 on account of the insurance policies, including their proportionate share of any premiums, deductibles, self-insured retention fees, and insurance broker fees. The Chapter 11 Debtors' ability to maintain their insurance policies, and to renew, supplement, and modify the same as needed, and to obtain new insurance coverage and satisfy corresponding premium payments in the ordinary course of business is essential to preserving the value of the Chapter 11 Debtors' business, operations, and assets.

43. In the ordinary course of business, the Chapter 11 Debtors are also required to maintain various surety bonds that allow the Chapter 11 Debtors to conduct core aspects of their business, guarantee their ability to perform certain actions, and secure their performance obligations. The Chapter 11 Debtors pay for these bonds directly while SPARC Group Holdings LLC (together with certain of its affiliates, "SPARC") procures and maintains a surety bond program on the Chapter 11 Debtors' behalf. As of the Petition Date, the Chapter 11 Debtors maintain approximately 21 surety bonds in an aggregate amount of approximately \$10.4 million, which primarily guarantee the Chapter 11 Debtors' performance with respect to certain utilities, customs, and sales tax obligations. The obligees include, among others, the Canada Border Services Agency.

44. Failure to provide, maintain, or timely replace the surety bonds may result in violations of U.S. federal law, and the failure to post utility surety bonds could jeopardize the Chapter 11 Debtors' relationships with certain of their utility providers, which would be detrimental to the Chapter 11 Cases.

(g) Joint Administration Order

45. A copy of the *Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* (the “**Joint Administration Order**”) is attached to this affidavit as **Exhibit “O”**.

46. The Joint Administration Order directs the joint administration of all of the Chapter 11 Cases for procedural purposes only. Given the integrated nature of the operations of the Chapter 11 Debtors, including the Canadian Debtors, joint administration of the Chapter 11 Cases provides significant administrative convenience without harming the substantive rights of any party in interest, and reduces fees and costs by avoiding duplicative filings and objections.

(h) Interim Taxes Order

47. A copy of the *Interim Order (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief* (the “**Interim Taxes Order**”) is attached to this affidavit as **Exhibit “P”**.

48. The Interim Taxes Order authorizes the Chapter 11 Debtors to, among other things, negotiate, remit, and pay (or use tax credits to offset) various Taxes and Fees (as defined in the Taxes Motion) in the ordinary course of business that are payable or will become payable during the Chapter 11 Cases, including any obligations arising on account of any assessments, or otherwise to be owed for periods prior to, including, or following the Petition Date, without regard to whether such obligations accrued or arose before, on, or after the Petition Date, as necessary. The Chapter 11 Debtors’ timely payment of the Taxes and Fees is critical to their continued and uninterrupted operations, including in Canada.

49. The Chapter 11 Debtors incurred certain accrued and unpaid amounts in respect of Taxes and Fees as of the Petition Date, including approximately \$525,000 on account of Canadian federal income taxes and provincial income taxes incurred by the Chapter 11 Debtors in the ordinary course of business. SPARC, on behalf of the Chapter 11 Debtors, engages RSM Canada LLP (“RSM”) to prepare tax returns for its income taxes in Canada and perform various other services in connection therewith. Specifically, RSM calculates the Chapter 11 Debtors’ Canadian federal and provincial income tax liability. Thereafter, Eddie Bauer Canada remits the incomes taxes directly to the applicable tax authorities.

50. The Chapter 11 Debtors also incur certain customs duties, import and export taxes, and other incidental import expenses in the ordinary course of business to the U.S. Customs and Border Protection Agency and to certain non-U.S. customs authorities, including in Canada. In 2025, the Chapter 11 Debtors directly paid approximately \$51 million in customs duties to the applicable U.S. authorities and approximately \$15 million to the applicable Canadian authorities. As of the Petition Date, the Chapter 11 Debtors estimate that they owe approximately \$3.1 million in customs duties to applicable authorities.

(i) Interim Utilities Order

51. A copy of the *Interim Order (I) Approving the Debtors’ Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors’ Proposed Procedures for Resolving Adequate Assurance Requests, (IV) Authorizing Fee Payments to the Utility Agents, and (V) Granting Related Relief* (the “**Interim Utilities Order**”) is attached to this affidavit as **Exhibit “Q”**.

52. The Interim Utilities Order, among other things, (a) approves the Chapter 11 Debtors' proposed adequate assurance of payment for future utility services, (b) prohibits utility providers from altering, refusing, or discontinuing services, (c) approves the Chapter 11 Debtors' proposed procedures for resolving additional adequate assurance requests and (d) authorizes fee payments to the Chapter 11 Debtors' utility agents.

53. The Chapter 11 Debtors operate hundreds of retail locations, including 24 in Canada, as well as four distribution centers and one corporate office. At such locations, in the ordinary course of business, the Chapter 11 Debtors obtain, either directly or indirectly through their landlords, electricity, natural gas, propane, telecommunications, water, waste management (including sewer and trash disposal), internet, and other similar services from a number of utility providers or brokers, including service providers in Canada, which they will continue to use while conducting going out of business sales, selling products at stores that may be included in a going-concern sale, or in carrying out critical corporate functions.

(j) Interim Wages Order

54. A copy of the *Interim Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs; and (II) Granting Related Relief* (the "**Interim Wages Order**") is attached to this affidavit as **Exhibit "R"**.

55. The Interim Wages Order authorizes the Chapter 11 Debtors to, among other things, (a) pay, either directly or through SPARC, all outstanding prepetition wages, salaries, commissions, benefits, other compensation, reimbursable expenses, and related amounts on account of their compensation and benefits programs in cash as they become due and payable and to continue

making such payments in the ordinary course of business, and (b) continue to administer their compensation and benefits programs in the ordinary course of business.

56. As described in detail in the Initial Affidavit, the Chapter 11 Debtors employ approximately 2,200 employees in the United States and Canada. As of the Petition Date, Eddie Bauer Canada employed approximately 379 of the Company's employees, of whom approximately 29 are salaried, 42 are full-time hourly, 199 are part-time hourly and 109 are temporary hourly employees. The Canadian employees are paid by Eddie Bauer Canada via direct deposit, other electronic means or checks on a biweekly basis. All base employee compensation accrues on a salaried or hourly basis. As of the Petition Date, the Chapter 11 Debtors estimate that they owe approximately \$5.6 million on account of employee compensation (approximately \$150,000 CAD of which is owing by Eddie Bauer Canada) and approximately \$95,000 on account of bonus payments offered to store managers, assistant managers and supervisors to incentivize individual performance.

57. With respect to the Canadian employees, the Chapter 11 Debtors directly withhold and remit funds on account of various federal, provincial, and local taxes as well as income taxes, employee benefits elections and garnishments, and employer taxes under the laws of Canada. As of the Petition Date, the Chapter 11 Debtors estimate that they owe approximately \$554,000 on account of withholding obligations for all Company employees. The Chapter 11 Debtors estimate that they owe approximately \$84,000 on account of withheld but not yet remitted payroll deductions (approximately \$5,000 CAD owing by Eddie Bauer Canada) and approximately \$470,000 on account of payroll taxes (approximately \$24,000 CAD owing by Eddie Bauer Canada).

58. The Chapter 11 Debtors also estimate that they owe approximately \$35,000 on account of workers' compensation programs, which includes such programs in Canada.

59. As also described in the Initial Affidavit, Eddie Bauer Canada maintains certain insured group benefits administered by Manulife Financial Corporation ("**Manulife**") for eligible full-time Canadian employees. The Chapter 11 Debtors estimate that they owe the following in respect of the insured group benefits as of the Petition Date:

- (a) **Medical Plans** – \$8,000 on account of administration fees and premiums for the Canadian medical plans and approximately \$2,000 on account of claims from the Canadian medical plans.
- (b) **Life Insurance Plan** – approximately \$1,000 on account of administration fees and premiums for the Canadian life insurance plan.
- (a) **Dental Insurance Plan** – approximately \$4,000 on account of administration fees and premiums for the Canadian dental insurance plan. The Chapter 11 Debtors do not believe they owe any amounts on account of Canadian dental insurance plan claims.
- (b) **Employee Disability Program** – approximately \$2,000 on account of administration fees and premiums for the Canadian employee disability program.

60. In the ordinary course of business, Eddie Bauer Canada offers eligible full-time Canadian employees the opportunity to participate in a structured retirement savings plan (the "**SRSP**") and a deferred profit-sharing program (the "**DPSP**" and together with the SRSP, the "**Canadian Retirement Plans**") administered by Manulife. Under the SRSP, participating Canadian

employees may contribute a percentage of their biweekly earnings to a retirement savings account. Under the DPSP, Eddie Bauer Canada matches 100 percent of the participating employee's contributions to the SRSP for the first 3 percent of eligible biweekly earnings, and 50 percent for the next 2 percent of eligible biweekly earnings. As of the Petition Date, the Chapter 11 Debtors estimate that they owe approximately \$17,000 on account of the Canadian Retirement Plans.

61. Among other severance programs, the Chapter 11 Debtors have established a Canada Store Manager Severance Program, under which the District Manager in Canada as well as employees acting as store managers in Canada in connection with a store closing are eligible to receive (a) a retention bonus of four weeks of base pay and (b) a minimum severance of two weeks of base pay, and if tenure is over five years, severance equal to one week of base pay per completed year of service. During the pendency of the Chapter 11 Cases, the Chapter 11 Debtors believe they will owe approximately \$4.2 million on account of their severance programs, including the Canada Store Manager Severance Program, approximately \$215,000 of which the Chapter 11 Debtors anticipate paying on an interim basis.

62. The Chapter 11 Debtors will have sufficient funds to pay the amounts described in the Wages Motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations.

(k) Bidding Procedures Order

63. A copy of the *Order (I) Approving the Bidding Procedures and Stalking Horse Bid Protections, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (V) Authorizing the Assumption and*

Assignment of Assumed Contracts, (VI) Authorizing the Sale of Assets, and (VII) Granting Related Relief (the “**Bidding Procedures Order**”) is attached to this affidavit as **Exhibit “S”**. A copy of the Declaration of Reid Snellenbarger filed with the U.S. Court on February 9, 2026 in support of the Bidding Procedures Motion is attached to this affidavit as **Exhibit “T”**.

64. The Bidding Procedures Order, among other things, (a) authorizes and approves the proposed marketing, auction, and bidding procedures (the “**Bidding Procedures**”) attached to the Bidding Procedures Order as Exhibit 1, by which the Chapter 11 Debtors will solicit and, if value maximizing, will select the highest or otherwise best offer(s) for the sale or sales of all, substantially all, or any portion of the Chapter 11 Debtors’ assets, which may include the assets of the Canadian Debtors (each successful bidder for the sale of some or all of the Chapter 11 Debtors’ assets, a “**Successful Bidder**” and the successful bid, the “**Successful Bid**”); (b) approves the Stalking Horse Bid Protections² relating to the Stalking Horse Bidder, if any; (c) establishes certain dates and deadlines related thereto and for scheduling an auction, if needed, to determine the highest and otherwise best bid available; (d) approves the form and manner of notice of such auction, if any, and any hearing to approve a sale of some, all, or substantially all of the Chapter 11 Debtors’ assets, as may be necessary; and (e) approves procedures for the assumption and assignment of certain Executory Contracts and Unexpired Leases (each as defined in the Bidding Procedures Motion) in connection with one or more value-maximizing sale transactions (each, a “**Sale Transaction**”).

² Pursuant to the Bidding Procedures Order, the Chapter 11 Debtors may designate one or more bidders to be a “**Stalking Horse Bidder**”, which are entitled to certain bid protections in the amounts set forth in, and in accordance with the terms of the Bidding Procedures Order, consisting of (i) a break-up fee not to exceed three percent of the aggregate amount of the purchase price to be paid for the applicable assets and/or (ii) reimbursement of reasonable and documented out of pocket fees and expenses (together, the “**Stalking Horse Bid Protections**”).

65. The Bidding Procedures establish an open process for the solicitation, receipt, and evaluation of bids in a fair, accessible, and expeditious manner. The Bidding Procedures describe, among other things, the procedures for interested parties to access due diligence, the manner in which bidders and bids become “acceptable” and/or “qualified,” the conduct of any auction, the selection and approval of a Successful Bidder or bidders and back-up bidders, and the deadlines with respect to the foregoing. The timelines set forth in the Bidding Procedures are calculated to balance the need to provide adequate notice to parties in interest and any person or entity interested in purchasing the Chapter 11 Debtors’ assets with the Chapter 11 Debtors’ need to run an expeditious and efficient sale process, taking into account the robust prepetition sale process that has already been completed.

66. If applicable, the Chapter 11 Debtors will subsequently seek entry of one or more orders (each, a “**Sale Order**”), among other things, (a) authorizing and approving the Sale Transaction with the Successful Bidder on the terms substantially set forth in the Successful Bid; (b) authorizing and approving the sale of the Chapter 11 Debtors’ assets free and clear of liens, claims, encumbrances, and other interests to the extent set forth in an asset purchase agreement with any Successful Bidder; and (c) authorizing the assumption and assignment of Executory Contracts and Unexpired Leases as set forth in an asset purchase agreement with any Successful Bidder.

67. The Bidding Procedures provide that Eddie Bauer U.S., if appointed as Foreign Representative by this Court, will be required to seek an Order of this Court (the “**Canadian Sale Order**”), among other things, (a) recognizing and enforcing the Sale Order in Canada, and (b) approving the sale of the assets of the Canadian Debtors in Canada to the applicable Successful Bidder or Successful Bidders in accordance with the applicable binding purchase agreement(s).

68. The following schedule for the solicitation, receipt and evaluation of bids was approved by the U.S. Court as part of the Bidding Procedures Order (capitalized terms not otherwise defined having the meanings given to them in the Bidding Procedures Motion):

Action	Description	Deadline
Stalking Horse Deadline	The deadline by which the Chapter 11 Debtors may choose a Stalking Horse Bidder and enter into a Stalking Horse APA.	February 27, 2026, at 5:00 p.m., prevailing Eastern Time.
Bid Deadline	The deadline by which any Acceptable Bidders must submit all binding Bids to be evaluated as Qualified Bids to participate in the Auction, if any.	March 3, 2026, at 5:00 p.m. prevailing Eastern Time.
Auction (if necessary)	The date and time of the Auction, if one is needed, which will be held at the offices of Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022.	March 6, 2026, at 10:00 a.m. prevailing Eastern Time.
Notice of Successful Bidder	As soon as reasonably practicable after the conclusion of the Auction (or, if no Auction is held, the Bid Deadline), the Chapter 11 Debtors will file on the docket, but not serve, a notice identifying the Successful Bidder (as defined in the Bidding Procedures) identifying the applicable Successful Bidder, Assets, and key terms of the agreement.	As soon as reasonably practicable after the conclusion of the Auction (or, if no Auction is held, the Bid Deadline).
Sale Objection Deadline	The deadline by which objections to the entry of an order by the U.S. Court approving any Sale Transaction or objections to the ability of the Successful Bidder to provide adequate assurance of future performance with respect to any Executory Contract or Unexpired Lease must be filed with the U.S. Court and served so as to be actually received by the appropriate notice parties.	March 9, 2026, at 5:00 p.m. prevailing Eastern Time.
Sale Objection Reply Deadline	Deadline for the Chapter 11 Debtors and any other parties supporting the Sale Transaction(s) to respond to any objections to such Sale Transaction(s).	March 11, 2026, at 5:00 p.m. prevailing Eastern Time

Action	Description	Deadline
Sale Hearing	Date for a hearing at which the U.S. Court will consider approving any Sale Transaction(s) to one or more prospective purchasers. A hearing to consider approval of each Canadian Sale Order shall be scheduled to the extent a Successful Bid includes Assets of the Canadian Debtors.	March 12, 2026, or such other date as may be scheduled by the U.S. Court, at a time to be announced.

(I) Interim Store Closing Order

69. A copy of the *Interim Order (I) Authorizing the Debtors to Assume the Agency Agreement; (II) Authorizing and Approving the Conduct of Store Closing Sales and the Related Sale Guidelines, with such Sales to be Free and Clear of All Liens, Claims, and Encumbrances; (III) Modifying Customer Programs at the Closing Stores; and (IV) Granting Related Relief* (the “**Interim Store Closing Order**”) is attached to this affidavit as **Exhibit “U”**.

70. The Interim Store Closing Order, among other things, (a) authorizes the Chapter 11 Debtors to assume and perform under the Letter Agreement Governing Inventory Disposition, dated as of January 29, 2026, made by and between Eddie Bauer U.S., and certain of its affiliates (collectively, the “**Merchant**”), Hilco Merchant Resources, LLC, and SB360 Capital Partners, LLC (together, the “**Agent**”) (as may be amended and supplemented from time to time), a copy of which is attached as Exhibit 1 to the Interim Store Closing Order (the “**Agency Agreement**”); (b) authorizes and approves the continuation of the conduct of the store closings or similar themed sales (the “**Store Closings**”) that were ongoing as of the Petition Date at the stores listed on Exhibit A to the Agency Agreement (the stores located in the U.S. being the “**U.S. Closing Stores**” and the stores located in Canada being the “**Canadian Closing Stores**,” and together, the “**Closing Stores**”) pursuant to the procedures set forth in the Interim Store Closing Order, with such sales of Store

Closure Assets (as defined below) at the Closing Stores to be free and clear of all liens, claims, and encumbrances (the “Sales” or “Store Closings”), in accordance with the terms of the store closing sale guidelines attached as Exhibit 2-A to the Interim Store Closing Order (the “U.S. Sale Guidelines”) with respect to the U.S. Closing Stores, and attached as Exhibit 2-B to the Interim Store Closing Order (the “Canadian Sale Guidelines,” and together with the U.S. Sale Guidelines, the “Sale Guidelines”) with respect to the Canadian Closing Stores; and (c) approving modifications to certain customer programs at the Closing Stores, including the acceptance of gift cards.

71. As described in detail in the Initial Affidavit, prior to the Petition Date, the Chapter 11 Debtors took several steps to rationalize their lease footprint, including allowing leases at 49 historically unprofitable stores to expire without renewal on January 31, 2026 (including three (3) stores in Canada) and, between January 26, 2026 and February 7, 2026, initiating store closing sales at their remaining stores.

72. On January 29, 2026, the Chapter 11 Debtors executed the Agency Agreement with the Agent so that they could be prepared to effectuate a liquidation of all or any portion of their store locations.

73. As of the Petition Date, the Closing Stores are currently liquidating any remaining owned inventory and furniture, fixtures, and equipment (collectively, the “Store Closure Assets”). The Chapter 11 Debtors anticipate that all Store Closings will continue postpetition for approximately thirteen more weeks. The proceeds and eventual cost savings from the Store Closings are expected to provide the Chapter 11 Debtors with much needed liquidity and will help fund the Chapter 11 Cases.

74. The relief in the Interim Store Closing Order will permit the Chapter 11 Debtors to continue to pursue a potential going concern sale of the Company's assets, including the assets of the Canadian Debtors, while simultaneously continuing the Store Closings at the Closing Stores in pursuit of a value maximizing restructuring.

75. The Interim Store Closing Order approves streamlined procedures to sell the Store Closure Assets, in each case free and clear of liens, claims, and encumbrances, pursuant to the Sale Guidelines. The Canadian Sale Guidelines are similar to the U.S. Sale Guidelines, but they have been tailored for relief more customary in Canada and include the following key procedures:

- (a) The Sale shall be conducted so that each of the Closing Stores remain open during their normal hours of operation and the Sales at the Closing Stores must end on the applicable premises vacate date for each Store pursuant to the Agency Agreement;
- (b) All display and hanging signs used by the Agent in connection with the Sales must be professionally produced and all hanging signs must be hung in a professional manner. The Agent may advertise the Sales at the Closing Stores as a "everything on sale", "everything must go", "store closing" or similar theme sale at the Closing Stores, provided that no signs shall advertise the Sales as a "bankruptcy", a "liquidation" or a "going out of business sale", unless otherwise agreed between the Agent and the applicable landlord;
- (c) The Agent is entitled to include additional merchandise in the Sales, provided that additional merchandise is owned by the Chapter 11 Debtors, is currently in the possession of, or in the control of, the Chapter 11 Debtors, or is ordered by or on behalf of the Chapter 11 Debtors from an existing supplier, including merchandise

in transit to the Chapter 11 Debtors or a Closing Store, and the additional merchandise is of the type and quality typically sold in the Closing Stores;

- (d) At the conclusion of the Sales and FF&E Removal Period (as defined in the Canadian Sale Guidelines), the Agent must arrange for the premises for each Closing Store to be in “broom-swept” and clean condition and must arrange that the Closing Stores are in the same condition as on the commencement of the Sales, ordinary wear and tear excepted. No permanent fixtures may be removed without the applicable landlord’s written consent, unless otherwise provided by the applicable lease or in accordance with the Store Closing Order or orders of this Court;
- (e) The Agent may sell existing furniture, fixtures and equipment owned by the Merchant and located in the Closing Stores that are that are (i) fully owned by the Merchant; (ii) owned jointly by the Merchant and one or more third-party vendors of the Merchant, as directed by Merchant with the consent of the Information Officer, if any, and agreed to by such third-parties; or (iii) fully owned by a third party if agreed to by such third-party and the Merchant with the consent of the Information Officer, if any, during the Sales and the FF&E Removal Period, if any, (collectively, the “**FF&E**”); and
- (f) The Merchant and the Agent must not conduct any auctions of merchandise or FF&E at any of the Closing Stores.

76. The Canadian Sale Guidelines are reasonable and appropriate, and the conduct of the Sales in Canada accordance with the Canadian Sale Guidelines will provide an efficient means for the

Chapter 11 Debtors to dispose of the Store Closure Assets and are in the best interest of the Chapter 11 Debtors' estates.

(m) Interim Cash Collateral Order

77. A copy of the *Interim Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Scheduling a Final Hearing, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* (the “**Interim Cash Collateral Order**”) is attached to this affidavit as **Exhibit “V”**. A copy of my Declaration filed with the U.S. Court on February 9, 2026 in support of the Interim Cash Collateral Motion is attached to this affidavit as **Exhibit “W”**.

78. The Interim Cash Collateral 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 (the “**Canadian Cash Collateral Budget**”) is attached to this affidavit as **Exhibit “X”**.

79. The key terms of the Interim Cash Collateral Order are summarized below (with capitalized terms not otherwise defined having the meanings given to them in the Interim Cash Collateral Motion):

Summary of Material Terms	
Parties with an Interest in Cash Collateral	The Prepetition Secured Parties are the (i) Prepetition ABL Secured Parties, (ii) Prepetition Term Loan Secured Parties, and (iii) Prepetition Subordinated Loan Secured Parties.
Purposes for Use of Cash Collateral	The Chapter 11 Debtors are authorized, but not directed, on an interim basis, to use the Cash Collateral solely in accordance with and to the extent set forth in the Approved Budget and the Interim Cash Collateral Order (including the Carve Out) during the period commencing on the date of the Interim Cash Collateral Order through the Termination Date, in an amount not to exceed at any time, prior to the payment in full of the Prepetition Secured Parties, the aggregate amount of disbursements projected in the Approved Budget, subject to the Permitted Variances and the other terms of paragraph 4(e), from the Petition Date through the date of measurement, or such other amounts that may be agreed to in writing by the Prepetition ABL Administrative Agent in its Permitted Discretion.
Budget and Variance Reporting	The Chapter 11 Debtors are permitted to use the Cash Collateral in accordance with the Approved Budget, subject to the Permitted Variances.
Termination Events	<p>Each of the following shall constitute Termination Events:</p> <ul style="list-style-type: none"> a) solely as to the Prepetition ABL Administrative Agent, failure to meet or satisfy any of the Milestones set forth in the Interim Cash Collateral Order; b) failure to deliver to the Prepetition Agents any of the documents or other information required to be delivered pursuant to the Interim Cash Collateral Order as and when due, if not cured within five business days of receipt by the Chapter 11 Debtors; c) failure to comply with the Approved Budget, subject to the Permitted Variances and the other terms of the Interim Cash Collateral Order; d) the use of any Cash Collateral in a manner that is not permitted by the Approved Budget and this Interim Cash Collateral Order; e) the Chapter 11 Debtors' filing of a motion, application, or other pleading to (i) obtain postpetition financing that has not been previously consented to in writing by the Prepetition ABL Administrative Agent, and, subject to the Intercreditor Agreements, the Prepetition Term Loan Agent; or (ii) use Cash Collateral, other than as permitted in the Interim Cash Collateral Order or consented to by the Prepetition ABL Administrative Agent and, subject to the applicable Intercreditor Agreements, the Prepetition Term Loan Agent; f) entry of an order or a judgment by the U.S. Court or any other court granting relief from the automatic stay, without the consent of the Prepetition ABL Administrative Agent and, subject to the Intercreditor Agreements, the Prepetition Term Loan Agent, that would allow a third party to recover or obtain possession of any property of the Chapter 11 Debtors' estates (other than cash deposits serving as collateral) with a value in excess of \$1,000,000; g) entry of an order or a judgment by the U.S. Court or any other court staying, reversing, vacating, amending, rescinding, or otherwise modifying any of the terms of the Interim Cash Collateral Order or filing of a motion, application, or other pleading by the Chapter 11 Debtors seeking such entry, without the consent of the Prepetition ABL Administrative Agent, the Prepetition Term Loan Agent, and the Prepetition Subordinated Loan Agent; h) making of any payments in respect of prepetition obligations, except as permitted pursuant to the Approved Budget or the Interim Cash Collateral Order or another order of the U.S. Court (or this Court), or with prior written consent of the Prepetition ABL Administrative Agent;

Summary of Material Terms	
	<ul style="list-style-type: none"> i) dismissal of any of the Chapter 11 Cases or conversion of any of the Chapter 11 Cases to cases under chapter 7 of the U.S. Bankruptcy Code; j) the appointment in any of the Chapter 11 Cases of a trustee or examiner with expanded powers; k) the entry of an order of the U.S. Court that materially impairs the security interests, liens, priority claims, or rights granted to any of the Prepetition ABL Secured Parties or any of the Prepetition Term Loan Secured Parties; l) any material misrepresentation by any Chapter 11 Debtor in the financial reporting or certifications to be provided by the Chapter 11 Debtors to the Prepetition ABL Administrative Agent and/or the Prepetition Term Loan Agent under this Interim Cash Collateral Order that remains uncured for three business days following receipt of notice thereof; m) any of the Chapter 11 Debtors proposes, files, or supports (i) any plan of reorganization, plan of liquidation, or sale of all or substantially all of any Chapter 11 Debtor's assets, or (ii) entry of any order confirming any such confirmation plan or sale, as applicable, without the prior written consent of the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent, including any order confirming a Plan that materially deviates from the treatment of the Prepetition ABL Obligations as specified in the Restructuring Support Agreement; n) the Chapter 11 Debtors fail to provide, after request, any additional adequate protection ordered by the U.S. Court and such failure shall continue unremedied for more than three (3) business days; and o) any Chapter 11 Debtor fails to perform, in any respect, any of its material obligations under the Interim Cash Collateral Order.
Adequate Protection	As adequate protection against any postpetition Diminution in Value of the Prepetition Secured Parties' interests in the Collateral, the Prepetition Agents, for themselves and for the benefit of the Prepetition Secured Parties, as applicable, shall receive the following as adequate protection, as more fully set forth in the Interim Cash Collateral Order: (a) the Adequate Protection Liens; (b) the Superpriority Claims; and (c) the Chapter 11 Debtors' compliance with the Approved Budget. The Prepetition ABL Administrative Agent shall also receive adequate protection cash payments as described more fully in paragraph 7(h) of the Interim Cash Collateral Order.
Liens on Avoidance Actions	The Adequate Protection Liens granted to the Prepetition Secured Parties shall include liens on Avoidance Actions and Avoidance Proceeds, subject to and effective upon entry of the Final Order.
Stipulation to Prepetition Liens and Claims	Subject to entry of the Interim Cash Collateral Order, the Chapter 11 Debtors, for themselves, their estates, and all representatives of such estates, acknowledge, represent, admit, stipulate, and agree, to certain stipulations regarding the validity and extent of the Prepetition Secured Parties' claims and liens.
Establishment of a Deadline for the Filing of a Plan	The Chapter 11 Debtors must comply with certain Milestones, including the requirement to file a plan of reorganization not later than fourteen calendar days following the Petition Date.
Carve Out	The Order provides a "Carve Out" of certain statutory fees and allowed professional fees of the Chapter 11 Debtors pursuant to section 1103 of the Bankruptcy Code.
Modification of Automatic Stay	The stay under section 362 of the U.S. Bankruptcy Code is modified to permit the Chapter 11 Debtors and the Prepetition Secured Parties to implement and effectuate the terms and provisions of the Interim Cash Collateral Order and Final Order.

Summary of Material Terms	
Challenge Period	The Challenge Period (as defined in the Interim Cash Collateral Order) shall expire no later than (a) with respect to the Committee, sixty (60) calendar days from the date of appointment of the Committee by the U.S. Trustee, unless extended in writing by the Chapter 11 Debtors (email being sufficient), subject to the consent of the Prepetition ABL Administrative Agent and the Prepetition Term Loan Administrative Agent (email being sufficient), and (b) with respect to all other parties in interest, seventy-five (75) calendar days from the Petition Date, unless extended in writing by the Chapter 11 Debtors (email being sufficient), subject to the written consent of the Prepetition ABL Administrative Agent and the Prepetition Term Loan Administrative Agent (email being sufficient).
506(c) Waiver	Upon entry of the Final Order, no costs or expenses of administration which have been or may be incurred in the Chapter 11 Cases or Successor Cases at any time shall be charged against the Prepetition Secured Parties or the Collateral pursuant to sections 105 or 506(c) of the U.S. Bankruptcy Code or otherwise and all rights to surcharge the Prepetition Secured Parties or the Collateral under sections 105 or 506(c) of the U.S. Bankruptcy Code or any other applicable principle of equity or law shall be finally and irrevocably waived, and such waiver shall be binding upon the Chapter 11 Debtors and all parties in interest in this or any Successor Cases.
Section 552(b) Waiver	Upon entry of the Final Order, the “equities of the case” exception under section 552(b) of the U.S. Bankruptcy Code shall not apply to the Prepetition Secured Parties with respect to proceeds, products, offspring, or profits of any of the Prepetition Collateral or Postpetition Collateral.
Marshalling Waiver	Subject to and effective upon the entry of a Final Order granting such relief, in no event shall the Prepetition Secured Parties be subject to the equitable doctrine of “marshalling” or any other similar doctrine with respect to any of the Collateral.

80. As described in the First Day Declaration, the Restructuring Support Agreement, which was entered into with the Prepetition Lenders before the Petitions were filed, includes milestones for both a chapter 11 plan confirmation process and a sale process that will allow the Chapter 11 Debtors, including the Canadian Debtors, to move through the Chapter 11 Cases efficiently and expeditiously, to both maximize the value for distribution to creditors and minimize the administrative expenses of the Chapter 11 Cases. The Restructuring Support Agreement allows the Chapter 11 Debtors, including the Canadian Debtors, to fund the Chapter 11 Cases through the use of Cash Collateral, with the consent of the Prepetition Lenders, rather than through debtor-in-possession financing. Specifically, the Restructuring Support Agreement requires that not later than five days following the Petition Date, the U.S. Court shall have entered an order approving the Chapter 11 Debtors’ use of cash collateral on an interim basis and that not later than 40 days

following the Petition Date, the U.S. Court shall have entered an order approving the Chapter 11 Debtors' use of cash collateral on a final basis.

81. The Chapter 11 Debtors, including the Canadian Debtors, have an immediate postpetition need to use the Cash Collateral. The Chapter 11 Debtors cannot maintain the value of their estates during the pendency of the Chapter 11 Cases without access to cash. The Chapter 11 Debtors will use Cash Collateral to, among other things, pay employees, landlords, and vendors, meet overhead obligations, and to make payments that are necessary for the continued management, operation, and preservation of the Chapter 11 Debtors' business as well as maintaining and continuing the Chapter 11 Debtors' going-concern sale process and liquidation sales at the Chapter 11 Debtors' remaining brick-and-mortar retail locations, including in Canada.

82. As of the Petition Date, the Canadian Debtors have approximately \$2.3 million CAD of cash on hand. 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.

83. As described in the Initial Affidavit, the Canadian Debtors agreed to provide a limited, secured guarantee of up to \$6,384,000 of the obligations under the ABL Credit Agreement, which amount, reflects the value contributed from Eddie Bauer's U.S. business to Eddie Bauer's Canadian business (not including Eddie Bauer Canada's proportionate share of corporate payroll) after taking into account inventory sold to the Canadian Debtors and cash that has been transferred

from the Canadian Debtors to the U.S. Chapter 11 Debtors (the “**Limited Guarantee**”). The Interim Cash Collateral Order provides that nothing in the Interim Cash Collateral Order shall prejudice the rights of any party in interest, if granted standing by the U.S. Court, to seek to assert claims against any of the Prepetition Agents or any other Prepetition Secured Parties (as each of those terms are defined in the Interim Cash Collateral Order), on behalf of the Chapter 11 Debtors or their creditors or to otherwise challenge the Chapter 11 Debtors’ Stipulations (as set out and defined in the Interim Cash Collateral Order, during the Challenge Period. The Stipulations provide, among other things, that each of the Prepetition ABL Loan Documents, which includes the Limited Guarantee, is valid, binding, non-voidable, and enforceable against the applicable Chapter 11 Debtors in accordance with its terms.

(n) Dates and Protocols (Scheduling) Order

84. A copy of the Order (I) *Scheduling Hearings and Objection Deadlines with Respect to the Debtors’ Disclosure Statement and Plan Confirmation* and (II) *Shortening the Notice Requirements Related Thereto* (the “**Dates and Protocols (Scheduling) Order**”) is attached to this affidavit as **Exhibit “Y”**.

85. The Dates and Protocols (Scheduling) Order schedules certain dates and deadlines in connection with the approval of an anticipated disclosure statement (the “**Disclosure Statement**”) and the confirmation of an anticipated chapter 11 plan of reorganization (the “**Plan**”).

86. As described in the Initial Affidavit, in addition to generating proceeds from the store closing sales and simultaneously pursuing a going-concern sale, through the Restructuring Support Agreement, the Chapter 11 Debtors have also obtained the support of 100% of their funded debtholders to support confirmation of a chapter 11 plan on an expedient but statutory-compliant

timeline, and to earmark a portion of the proceeds the Chapter 11 Debtors generate during the Chapter 11 Cases for distribution to general unsecured creditors, including unsecured creditors of the Canadian Debtors. The following schedule was approved by the U.S. Court (capitalized terms not otherwise defined having the meanings given to them in the Dates and Protocols (Scheduling) Order Motion):

- (a) **March 3, 2026, at 5:00 p.m., prevailing Eastern Time** – the deadline to submit a binding Bid;
- (b) **March 6, 2026, at 10:00 a.m., prevailing Eastern Time** – the date and time of the Auction;
- (c) **March 9, 2026, at 4:00 p.m., prevailing Eastern Time** – the deadline to object to the Disclosure Statement;
- (d) **March 10, 2026, at 5:00 p.m., prevailing Eastern Time** – the deadline to object to any Sale Transaction or the ability of the Successful Bidder to provide adequate assurance of future performance with respect to any Executory Contract or Unexpired Lease assumed or assumed and assigned in connection therewith a Sale Transaction;
- (e) **March 11, 2026, at 5:00 p.m., prevailing Eastern Time** – the deadline to reply to any objection to any Sale Transaction or the ability of the Successful Bidder to provide adequate assurance of future performance with respect to any Executory Contract or Unexpired Lease assumed or assumed and assigned in connection with a Sale Transaction;

- (f) **March 12, 2026** – date for the hearing to consider approval of any Sale Transaction;
- (g) **March 16, 2026** – date for the hearing to consider the conditional approval of the Disclosure Statement;
- (h) **April 16, 2026** – date for the hearing to consider confirmation of the Plan.
- (o) **Claims Agent Order**

87. A copy of the *Order (I) Authorizing the Appointment of Stretto, Inc. as Claims and Noticing Agent Effective as of the Petition Date and (II) Granting Related Relief* (the “**Claims Agent Order**”) is attached to this affidavit as **Exhibit “Z”**.

88. The Claims Agent Order, among other things, authorizes the Chapter 11 Debtors to appoint Stretto, Inc. (“**Stretto**”) as claims and noticing agent (“**Claims and Noticing Agent**”) in the Chapter 11 Cases effective as of the Petition Date pursuant to the terms and conditions of the services agreement dated January 22, 2026, by and between the Chapter 11 Debtors and Stretto.

89. Stretto is a leading chapter 11 administrator and is comprised of industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Appointing Stretto as the Claims and Noticing Agent in the Chapter 11 Cases will expedite and maximize the efficiency of the distribution of notices and the processing of claims, including claims against the Canadian Debtors.

D. Appointment of the Information Officer

90. Eddie Bauer U.S., in its capacity as the Foreign Representative, seeks the appointment of KSV as the Information Officer in these recognition proceedings pursuant to the proposed

Supplemental Order. I am advised by Martino Calvaruso, a partner at Osler, Hoskin & Harcourt LLP (“**Osler**”), Canadian counsel for the Chapter 11 Debtors, that KSV is a licensed insolvency trustee in Canada with expertise in, among other things, cross-border restructuring proceedings, including acting as information officer in Canadian recognition proceedings under the CCAA.

91. KSV has consented to acting as Information Officer in these recognition proceedings. A copy of the written consent of KSV is attached as Tab 4 to the Application Record.

E. Administration Charge

92. The proposed Supplemental Order provides that Osler, as Canadian counsel to the Canadian Debtors, the Information Officer and counsel to the Information Officer will be granted a charge in the maximum amount of CAD \$1 million (the “**Administration Charge**”) over the assets and property of the Canadian Debtors to secure the fees and disbursements of such professionals incurred in respect of these proceedings. The Administration Charge is proposed to rank in priority to all other encumbrances in respect of the Canadian Debtors.

93. I believe that the amount of the Administration Charge is reasonable in the circumstances, having regard to the size and complexity of these proceedings and the roles that will be required of Canadian counsel to the Canadian Debtors and the proposed Information Officer and its counsel.

F. D&O Charge

94. I am advised by Mr. Calvaruso of Osler and believe that, in certain circumstances, directors can be held liable for certain obligations of a company owing to employees and government entities, which may include unpaid wages and vacation pay, as well as termination and severance

obligations (in certain jurisdictions), together with unremitted retail sales, goods and services, and harmonized sales taxes.

95. It is my understanding that the Canadian Debtors' directors and officers are potential beneficiaries of director and officer liability insurance maintained by Copper Retail JV LLC, the Company's ultimate parent, for itself and its subsidiaries (the "**D&O Insurance**") with an aggregate coverage limit of approximately \$50 million. While the D&O Insurance insures directors and officers of the Canadian Debtors for certain claims that may arise against them in such capacity as directors and/or officers, that coverage is not absolute. Rather, it is subject to several exclusions and limitations which may result in there being no coverage or insufficient coverage for potential liabilities. It is unclear whether the D&O Insurance provides sufficient coverage against the potential liability that the director and officers of the Canadian Debtors could incur during these CCAA proceedings.

96. In light of the potential liabilities and the potential insufficiency of available insurance and the need for the continued service of the director and officers of the Canadian Debtors in these proceedings, the Foreign Representative seeks the granting of a charge over the assets and property of the Canadian Debtors in the maximum amount of CAD \$1,927,000 (the "**D&O Charge**").

97. The D&O Charge would secure the indemnity provided to the directors and officers in the proposed Supplemental Order in respect of liabilities they may incur during these CCAA proceedings in their capacities as such, which includes, any obligations and liabilities for wages, vacation pay or termination or severance pay due to employees of the Canadian Debtors, whether or not any such employee was terminated prior to or after the commencement of these proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was

incurred as a result of the director's or officer's gross negligence or wilful misconduct. The D&O Charge would only be relied upon to the extent of the insufficiency of the existing D&O Insurance in covering any exposure of the Canadian Debtors' directors and officers.

98. The D&O Charge would be subordinate to the proposed Administration Charge but rank in priority to all other encumbrances.

99. The amount of the proposed D&O Charge has been estimated, in consultation with the proposed Information Officer, with reference to the Canadian Debtors' payroll, vacation pay, and federal and provincial sales tax liability exposure. I believe the amount of the proposed D&O Charge to be reasonable in the circumstances.

G. Intercompany Charge

100. As described in the Initial Affidavit, in the ordinary course of business, the Chapter 11 Debtors keep only those funds in Eddie Bauer Canada's Canadian bank accounts that are required to meet weekly operating expenses that must be paid in CAD. Any excess funds held in the Canadian bank accounts are manually moved to the main U.S. operating account on a weekly basis. Eddie Bauer U.S. and Eddie Bauer Canada engage in Intercompany Transactions (the "**Intercompany Transfers**") to, among other things, ensure that the Chapter 11 Debtors' Canadian funding needs are adequately met and ensure the Company's Canadian operations continue uninterrupted. Except for the stocking of Eddie Bauer Canada's inventory by Eddie Bauer U.S., which has been halted as of the Petition Date, the Chapter 11 Debtors will continue to make the Intercompany Transfers postpetition to ensure Eddie Bauer Canada remains adequately funded.

101. As also described in the Initial Affidavit, the Canadian Debtors are entirely dependent on the U.S. Chapter 11 Debtors and SPARC (which is also incorporated in the U.S.) for shared services, and Eddie Bauer Canada does not have the ability to independently continue, or effect a recapitalization or restructuring of, the Company's Canadian operations without continued operational and financial support from Eddie Bauer U.S. and SPARC. Absent continued operational support, the Canadian Debtors would be unable to meet their obligations as they come due and would be forced to immediately cease the Company's Canadian operations.

102. Therefore, pursuant to the proposed Supplemental Order, the Chapter 11 Debtors also propose a Court-ordered charge over the assets and property of the Canadian Debtors to secure claims by any Chapter 11 Debtor (other than the Canadian Debtors) that provides services or lends money to, or bears costs of, a Canadian Debtor, from and after the date of the Supplemental Order (the "**Intercompany Claims**"). The proposed Intercompany Charge would rank in priority to all other encumbrances but would be subordinate to the Administration Charge and the D&O Charge. Any amounts transferred by the Canadian Debtors to the Chapter 11 Debtors (other than the Canadian Debtors) on or after the date of the Supplemental Order must be solely in respect of Intercompany Claims consistent with the Canadian Cash Collateral Budget (in respect of shared services provided by the U.S. Chapter 11 Debtors to the Canadian Debtors), or as otherwise approved in advance by the Information Officer.

PART IV – CONCLUSION

103. I believe that the relief sought in the proposed Initial Recognition Order and Supplemental Order is necessary to protect the Canadian Debtors and preserve the value of the Canadian business for the benefit of a broad range of stakeholders. The requested relief will provide the Company with the opportunity to pursue a concurrent going-concern sale process and orderly liquidation of

their retail stores in the Chapter 11 Cases with a view to maximizing value for the benefit of the Company's stakeholders.

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on February 12, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Boston in the State of Massachusetts.



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

STEPHEN COULOMBE

AND IN THE MATTER OF EDDIE BAUER LLC et al

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

Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**SUPPLEMENTAL AFFIDAVIT OF
STEPHEN COULOMBE**

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Email: mdick@osler.com

Lawyers for the Applicant

This is Exhibit “C” referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Charlestown, in the State of Massachusetts, before me at the City of Toronto, in the Province of Ontario, on March 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, appearing to read "M. Dick", is positioned above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S



Court File No. CL-26-00000050-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) MONDAY, THE 9TH
)
JUSTICE CAVANAGH) DAY OF FEBRUARY, 2026

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

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

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

INTERIM STAY ORDER
(FOREIGN PROCEEDING)

THIS APPLICATION, made pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") and section 106 of the *Courts of Justice Act*, R.S.O. 1990 c. C. 43, as amended, by Eddie Bauer LLC, in its capacity as the proposed foreign representative (the "**Proposed Foreign Representative**") in respect of the proceedings commenced on February 9, 2026, in the United States Bankruptcy Court for the District of New Jersey pursuant to chapter 11 of title 11 of the United States Bankruptcy Code (the "**Foreign Proceeding**"), for an Order substantially in the form enclosed in the Application Record, was heard this day by judicial videoconference in Toronto, Ontario.

ON READING the Notice of Application and the affidavit of Stephen Coulombe affirmed 9, 2026, filed,

AND UPON HEARING the submissions of counsel for the Proposed Foreign Representative, counsel for KSV Restructuring Inc., in its capacity as the proposed information

officer (the “**Proposed Information Officer**”), and those other parties that were present and wished to be heard:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

STAY OF PROCEEDINGS

2. **THIS COURT ORDERS** that from the date hereof until such date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal in Canada (each, a “**Proceeding**”) shall be commenced or continued against or in respect of (a) 13051269 Canada Inc. and Eddie Bauer of Canada Corporation (collectively, the “**Canadian Debtors**”) or affecting their business (the “**Canadian Debtors’ Business**”) or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Canadian Debtors’ Property**”), or (b) Eddie Bauer LLC, Eddie Bauer Gift Card Services LLC and SPARC EB Holdings LLC (together with the Canadian Debtors, the “**Chapter 11 Debtors**”) or affecting their business in Canada (together with the Canadian Debtors’ Business, the “**Business**”) or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate in Canada, including all proceeds thereof (together with the Canadian Debtors’ Property, the “**Property**”), except with the written consent of the applicable Chapter 11 Debtor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Chapter 11 Debtors, or affecting the Business or the Property, are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

3. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities or person (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of any of the Chapter 11 Debtors, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the applicable Chapter 11 Debtor, or with leave of

this Court, provided that nothing in this Order shall (i) prevent the assertion of or the exercise of rights and remedies outside of Canada (including, without limitation, in the Foreign Proceeding), (ii) empower any Chapter 11 Debtor to carry on any business in Canada which such Chapter 11 Debtor is not lawfully entitled to carry on, (iii) affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA, (iv) prevent the filing of any registration to preserve or perfect a security interest, or (v) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

4. **THIS COURT ORDERS** that, during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, licence or permit in favour of or held by any of the Chapter 11 Debtors and affecting the Business or Property in Canada, except with the written consent of the applicable Chapter 11 Debtor, or with leave of this Court.

ADDITIONAL PROTECTIONS

5. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with any of the Chapter 11 Debtors or statutory or regulatory mandates for the supply of goods and/or services in Canada, including without limitation, all licencing arrangements, manufacturing arrangements, computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility, fuel, maintenance, customs broker services or other services provided in respect of the Property or Business of any of the Chapter 11 Debtors, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by any of the Chapter 11 Debtors, and that each of the Chapter 11 Debtors shall be entitled to the continued use in Canada of its current premises, bank accounts, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Chapter 11 Debtors in accordance with normal payment practices of the Chapter 11 Debtors or such practices as may be agreed upon by the supplier or service provider and the Chapter 11 Debtors or as may be ordered by the Court.

6. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Chapter 11 Debtors with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Chapter 11 Debtors whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

NO SALE OF PROPERTY

7. **THIS COURT ORDERS** that, except with leave of this Court, each of the Chapter 11 Debtors are prohibited from selling or otherwise disposing of:

- (a) outside the ordinary course of its Business, any of its Property in Canada that relates to the Business; and
- (b) any of its other Property in Canada.

SERVICE AND NOTICE

8. **THIS COURT ORDERS** that service and electronic service of documents in these proceedings made in accordance with the Consolidated Civil Provincial Practice Direction and the Consolidated Practice Direction for the Toronto Region (collectively, the “**Practice Directions**”) (each of which can be found on the Ontario Superior Court of Justice website at <https://www.ontariocourts.ca/scj/filing-procedures/provincial/> and https://www.ontariocourts.ca/scj/practice_directions/consolidated-practice-direction-toronto-region/) shall be valid and effective service. Subject to Rule 17.05 of the Rules of Civil Procedure, R.R.O. 1990, Reg 194, as amended (the “**Rules**”), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and the applicable Practice Directions, service of documents in accordance with the Practice Directions will be effective on transmission.

9. **THIS COURT ORDERS** that the Chapter 11 Debtors, the Proposed Foreign Representative, the Proposed Information Officer, and their respective counsel are at liberty to

serve or distribute this Order, any other materials and orders in these proceedings, and any notices or other correspondence, by forwarding copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or electronic message to the Chapter 11 Debtors' creditors or other interested parties and their advisors at their respective addresses (including e-mail addresses) as last shown in the books and records of the applicable Chapter 11 Debtor and that any such service or distribution shall be deemed to be received (a) in the case of delivery by personal delivery, facsimile or electronic transmission, on the date of delivery or transmission, (b) in the case of delivery by prepaid ordinary mail, on the third business day after mailing, and (c) in the case of delivery by courier, on the next business day following the date of forwarding thereof.

10. **THIS COURT ORDERS** that any distribution or service in accordance with this Order shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

GENERAL

11. **THIS COURT ORDERS** that any party may, from time to time, apply to this Court for such further or other relief as it may advise, including for directions in respect of this Order.

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

13. **THIS COURT ORDERS** that this Order shall be effective as of 12:01 a.m. Eastern Standard Time on the date of this Order without the need for entry or filing of this Order.



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

Court File No: CL-26-00000050-0000

AND IN THE MATTER OF EDDIE BAUER LLC, ET AL.

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

Applicant

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

**INTERIM STAY ORDER
(FOREIGN PROCEEDING)**

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Lawyers for the Applicant

This is Exhibit “D” referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Charlestown, in the State of Massachusetts, before me at the City of Toronto, in the Province of Ontario, on March 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CL-260000050-0000

DATE: 09-FEB-2026

NO. ON LIST: 3

TITLE OF PROCEEDING: IN THE MATTER OF EDDIE BAUER LLC

BEFORE: JUSTICE CAVANAGH

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Shawn Irving Marc Wasserman Martino Calvaruso Marleigh Dick	Lawyers for the Applicant, Eddie Bauer LLC	sirving@osler.com mwasserman@osler.com mcalvaruso@osler.com mdick@osler.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Mike Shakra	Lawyer for the Proposed Information Officer, KSV Restructuring Inc.	shakram@bennettjones.com
Linc Rogers	Lawyer for Pre-Petition ABL Agent, Wells Fargo	Linc.rogers@blakes.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info

ENDORSEMENT OF JUSTICE CAVANAGH:

[1] Eddie Bauer LLC (“**Eddie Bauer U.S.**”), in its capacity as the proposed foreign representative (in such capacity, the “**Foreign Representative**”) of the Chapter 11 Debtors (defined in the application materials), brings this application for an order (the “**Interim Stay Order**”) pursuant to s. 106 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 (the “**CJA**”) and Part IV of the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) granting, among other things, an interim stay of proceedings in respect of the Chapter 11 Debtors and their respective directors and officers in Canada.

[2] Eddie Bauer – a leading retailer in casual apparel, outdoor gear, and home goods – is currently facing significant balance sheet and liquidity challenges. On February 9, 2026, Eddie Bauer U.S. and four other debtors in possession (collectively, the “**Chapter 11 Debtors**” or the “**Company**”) filed voluntary petitions for relief in the United States Bankruptcy Court for the District of New Jersey (the “**U.S. Court**”), pursuant to Chapter 11 of the U.S. Bankruptcy Code (the “**Petitions**,” and the cases commenced thereby the “**Chapter 11 Cases**”). The Chapter 11 Debtors include two Canadian entities, 13051269 Canada Inc. and Eddie Bauer of Canada Corporation (“**Eddie Bauer Canada**” and collectively the “**Canadian Debtors**”). Eddie Bauer Canada is the Company’s primary operating entity in Canada, where it operates 24 retail locations spread across six provinces.

[3] Concurrently with the Petitions, the Chapter 11 Debtors have filed several first day motions and applications in the Chapter 11 Cases with the U.S. Court (collectively, the “**First Day Motions**”), including an order authorizing Eddie Bauer U.S. to act as Foreign Representative in respect of the Chapter 11 Cases (the “**Foreign Representative Order**”). The U.S. Court is expected to hear the First Day Motions on February 10, 2026.

[4] Once the Foreign Representative Order has been issued by the U.S. Court, Eddie Bauer U.S., in its capacity as Foreign Representative, will return to this Court in order to seek: (i) the “**Initial Recognition Order**,” recognizing Eddie Bauer U.S. as Foreign Representative and recognizing the Chapter 11 Cases as “foreign main proceedings” in respect of the Canadian Debtors; and (ii) the “**Supplemental Order**,” among other things, recognizing certain First Day Orders issued by the U.S. Court (the “**First Day Orders**”).

[5] Pending the hearing of the First Day Motions and the granting of the Foreign Representative Order, the proposed Foreign Representative seeks the Interim Stay Order in order to give effect in Canada to the automatic stay of proceedings which applies in the Chapter 11 Cases, maintain the *status quo*, and preserve the value of the Canadian business. The Interim Stay Order, which accords with the recent practice of this Court in Part IV proceedings under the CCAA, is designed to protect the property and operations of the Chapter 11 Debtors from the potential enforcement of any rights and remedies in Canada, including in relation to Eddie Bauer Canada’s retail leases.

[6] The facts are more fully set out in the Affidavit of Stephen Coulombe.

[7] I am satisfied that Ontario is a proper jurisdiction for these recognition proceedings. As Part IV of the CCAA does not contain any provisions with respect to the jurisdiction of a particular Canadian court to hear a recognition application, it is appropriate for the Ontario court to take jurisdiction given the Canadian Debtors’ substantial connection to Ontario, including the following:

- a. each of the Canadian Debtors maintains a registered office in Toronto;

- b. Ontario is the location of the highest number of Eddie Bauer Canada's stores, (11 out of 24 stores, representing nearly half of the Canadian total); and
- c. the majority of Eddie Bauer Canada's employees are located in Ontario (182 out of 379 total employees in Canada).

[8] Pursuant to section 46(2) of the CCAA, a foreign representative seeking recognition of a foreign proceeding must include in its application, among other things, certified copies of the instruments that commenced the foreign proceeding and authorized the foreign representative to act in such a capacity. However, the proposed Foreign Representative Order authorizing Eddie Bauer U.S. to act as Foreign Representative will not be available until the Chapter 11 Debtors appear before the U.S. Court to seek the First Day Orders.

[9] As a result, the Foreign Representative is not yet able to seek the Initial Recognition Order and Supplemental Order from this Court. While the Chapter 11 Debtors obtained the benefit of a stay of proceedings upon filing the Petitions with the U.S. Court, without the granting of the Interim Stay Order the Chapter 11 Debtors will not have the protection of a stay in Canada during this key period.

[10] The Court's jurisdiction to grant an interim stay in the context of a pending recognition application is grounded in s. 106 of the *Courts of Justice Act*, which authorizes Ontario courts to stay proceedings on such terms as are considered just, in s. 11.02 of the CCAA, which allows the granting of a stay on the initial application of a debtor company, and in the Court's inherent jurisdiction. Further, as noted by Chief Justice Morawetz in *Paladin Labs Canadian Holding Inc.*, 2022 ONSC 4748 at para. 20, granting an interim stay in such circumstances accords with "the principles of cooperation and comity" and represents "necessary and appropriate" relief pending the full recognition hearing.

[11] The Interim Stay Order provides for a stay of proceedings in favour of the Chapter 11 Debtors in respect of their business and property in Canada, along with a stay of proceedings in favour of the directors and officers of the Chapter 11 Debtors. This proposed interim stay will give effect in Canada to the automatic stay of proceedings in the Chapter 11 Cases and will provide stability and preserve the value of the Canadian business pending Eddie Bauer U.S.'s appointment as foreign representative.

[12] I am satisfied that the proposed Interim Stay Order should be made.

[13] Order to go as signed by me today. This order is effective from today's date and is enforceable without the need for entry and filing.

This is Exhibit "E" referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Charlestown, in the State of Massachusetts, before me at the City of Toronto, in the Province of Ontario, on March 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, appearing to read "M. Dick", is positioned above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S



Court File No. CV-26-0000050-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) WEDNESDAY, THE 18TH
)
JUSTICE CAVANAGH) DAY OF FEBRUARY, 2026

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

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

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

INITIAL RECOGNITION ORDER
(FOREIGN MAIN PROCEEDING)

THIS APPLICATION, made by Eddie Bauer LLC, in its capacity as the foreign representative (in such capacity, 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 substantially in the form enclosed in the Application Record, was heard this day by judicial videoconference in Toronto, Ontario.

ON READING the Notice of Application, the affidavit of Stephen Coulombe affirmed February 9, 2026, the affidavit of Stephen Coulombe affirmed February 12, 2026 (the "**Second Coulombe Affidavit**"), and the Pre-Filing Report of KSV Restructuring Inc., in its capacity as the proposed information officer (in such capacity, the "**Proposed Information Officer**"), dated February 16, 2026, filed, and upon being provided with copies of the documents required by section 46 of the CCAA,

AND UPON BEING ADVISED by counsel for the Foreign Representative that in addition to this Initial Recognition Order, a Supplemental Order (Foreign Main Proceeding) (the “**Supplemental Order**”) is being sought,

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel for the Proposed Information Officer (as appointed pursuant to the Supplemental Order, the “**Information Officer**”), and those other parties that were present and wished to be heard:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

FOREIGN REPRESENTATIVE

2. **THIS COURT ORDERS AND DECLARES** that the Foreign Representative is the “foreign representative” as defined in section 45 of the CCAA of the Chapter 11 Debtors in respect of the cases commenced in the United States Bankruptcy Court for the District of New Jersey by the Chapter 11 Debtors pursuant to chapter 11 of the United States Bankruptcy Code (collectively, the “**Foreign Proceeding**”).

CENTRE OF MAIN INTEREST AND RECOGNITION OF FOREIGN PROCEEDING

3. **THIS COURT DECLARES** that the centre of its main interests for each of the Chapter 11 Debtors is the United States of America and that the Foreign Proceeding is hereby recognized as a “foreign main proceeding” as defined in section 45 of the CCAA.

STAY OF PROCEEDINGS

4. **THIS COURT ORDERS** that until otherwise ordered by this Court:

- (a) all proceedings taken or that might be taken against any Chapter 11 Debtor under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended or the *Winding-up and Restructuring Act*, R.S.C. 1985, c. W-11, as amended, are stayed;

- (b) further proceedings in any action, suit or proceeding against any Chapter 11 Debtor are restrained; and
- (c) the commencement of any action, suit or proceeding against any Chapter 11 Debtor is prohibited.

NO SALE OF PROPERTY

5. **THIS COURT ORDERS** that, except with leave of this Court, each of the Chapter 11 Debtors is prohibited from selling or otherwise disposing of:

- (a) outside the ordinary course of its business, any of its property in Canada that relates to the business; and
- (b) any of its other property in Canada.

GENERAL

6. **THIS COURT ORDERS** that within five (5) business days from the date of this Order, or as soon as practicable thereafter, the Foreign Representative, with the assistance of the Information Officer, shall cause to be published a notice substantially in the form attached to this Order as Schedule A, once a week for two (2) consecutive weeks, in the *Globe and Mail* (National Edition).

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

8. **THIS COURT ORDERS** that the Interim Stay Order of this Court dated February 9, 2026 (the “**Interim Stay Order**”) shall be of no further force and effect once this Order becomes effective, and that this Order shall be effective as of 12:01 a.m. Eastern Standard Time on the date of this Order without the need for entry or filing of this Order, provided that nothing herein shall invalidate any action taken in compliance with such Interim Stay Order prior to the effectiveness of this Order and the Supplemental Order.

9. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days notice to the Chapter 11 Debtors, the Foreign Representative, the Information Officer and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.



Schedule "A"

Court File No.: CV-26-00000050-0000

**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**NOTICE OF RECOGNITION ORDERS
(FOREIGN MAIN PROCEEDING)**

PLEASE BE ADVISED that this Notice is being published pursuant to orders of the Ontario Superior Court of Justice (Commercial List) (the "**Canadian Court**") granted on February 18, 2026 (together, the "**Recognition Orders**").

PLEASE TAKE NOTICE that on February 9, 2026, Eddie Bauer LLC, Eddie Bauer Gift Card Services LLC, SPARC EB Holdings LLC, 13051269 Canada Inc., and Eddie Bauer of Canada Corporation (together, the "**Chapter 11 Debtors**") filed voluntary petitions for relief pursuant to chapter 11 of the United States Bankruptcy Code (collectively, the "**Chapter 11 Cases**") with the United States Bankruptcy Court for the District of New Jersey (the "**U.S. Court**"). In connection with the Chapter 11 Cases, Eddie Bauer LLC has been appointed as the foreign representative of the Chapter 11 Debtors. Eddie Bauer LLC's address is 10401 Northeast 8th Street, Suite 500, Bellevue, WA 98004 USA.

AND TAKE NOTICE that the Recognition Orders granted by the Canadian Court under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA Proceedings**"), among other things: (i) recognize the Chapter 11 Cases as a "foreign main proceeding"; (ii) grant a stay of proceedings in respect of the Chapter 11 Debtors; (iii) prohibit the commencement of any proceedings against the Chapter 11 Debtors in Canada absent further order of the Canadian Court; and (iv) appoint KSV Restructuring Inc. as the information officer in the CCAA Proceedings (in such capacity, the "**Information Officer**").

AND TAKE NOTICE that the motions and notices filed with, and the orders entered by (i) the U.S. Court are available free of charge at <https://cases.stretto.com/EddieBauer> or for a fee at www.njb.uscourts.gov, and (ii) the Canadian Court are available at <https://www.ksvadvisory.com/experience/case/eddiebauer>.

AND TAKE NOTICE that Canadian counsel for the Chapter 11 Debtors is:

Osler, Hoskin & Harcourt LLP
1 First Canadian Place, 100 King West, Suite 6200
Toronto, ON M5X 1B8
Email: bmuller@osler.com

PLEASE FINALLY TAKE NOTICE that for further information on the CCAA Proceedings you may contact the Information Officer at:

KSV Restructuring Inc.
220 Bay Street, 13th Floor, PO Box 20,
Toronto, Ontario, M5J 2W4
Phone: 437.888.9842
Email: dperلمان@ksvadvisory.com

DATED AT TORONTO, ONTARIO this [●] day of February, 2026.

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

Court File No: CV-26-0000050-0000

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

INITIAL RECOGNITION ORDER
(FOREIGN MAIN PROCEEDING)

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Tel: 416.862.4725
mdick@osler.com

Lawyers for the Applicant

This is Exhibit "F" referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Charlestown, in the State of Massachusetts, before me at the City of Toronto, in the Province of Ontario, on March 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S



Court File No. CV-26-00000050-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) WEDNESDAY, THE 18TH
)
JUSTICE CAVANAGH) DAY OF FEBRUARY, 2026

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

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

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

SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)

THIS APPLICATION, made by Eddie Bauer LLC, in its capacity as the foreign representative (in such capacity, 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 substantially in the form enclosed in the Application Record, was heard this day by judicial videoconference in Toronto, Ontario.

ON READING the Notice of Application, the affidavit of Stephen Coulombe affirmed February 9, 2026, the affidavit of Stephen Coulombe affirmed February 12, 2026 (the "**Second Coulombe Affidavit**"), and the Pre-Filing Report of KSV Restructuring Inc. ("**KSV**"), in its capacity as the proposed information officer, dated February 16, 2026, filed, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Foreign Representative, counsel for KSV and those other parties that were present and wished to be heard, and on reading the consent of KSV to act as the information officer:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

RECOGNITION ORDER

2. **THIS COURT ORDERS** that any capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Recognition Order (Foreign Main Proceeding) dated as of February 18, 2026 (the “**Recognition Order**”).

3. **THIS COURT ORDERS** that the provisions of this Supplemental Order shall be interpreted in a manner complementary and supplementary to the provisions of the Recognition Order, provided that in the event of a conflict between the provisions of this Supplemental Order and the provisions of the Recognition Order, the provisions of the Recognition Order shall govern.

RECOGNITION OF FOREIGN ORDERS

4. **THIS COURT ORDERS** that the following orders (collectively, the “**Foreign Orders**”) of the United States Bankruptcy Court for the District of New Jersey (the “**U.S. Bankruptcy Court**”) made in the Foreign Proceeding are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

- (a) *Order (I) Authorizing Eddie Bauer LLC to Act as Foreign Representative, and (II) Granting Related Relief;*
- (b) *Order (I) Restating and Enforcing the Worldwide Automatic Stay, Anti-Discrimination Provisions, and Ipso Facto Protections of the Bankruptcy Code, (II) Approving the Form and Manner of Notice, and (III) Granting Related Relief;*
- (c) *Interim 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;*
- (d) *Interim Order (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Vendors, 503(B)(9) Claimants, and Lien Claimants, (II)*

Granting Administrative Expense Priority to Undisputed Obligations on Account of Outstanding Orders, and (III) Granting Related Relief;

- (e) *Interim Order (I) Authorizing the Debtors to (A) Maintain and Administer Their Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto, and (II) Granting Related Relief;*
- (f) *Interim Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage and the Surety Standby Letter of Credit Entered into Prepetition and Pay Related Prepetition Obligations and (B) Renew, Supplement, Modify, or Purchase Insurance, Surety Coverage and Letters of Credit, and (II) Granting Related Relief;*
- (g) *Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief;*
- (h) *Interim Order (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief;*
- (i) *Interim Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, (IV) Authorizing Fee Payments to the Utility Agents, and (V) Granting Related Relief;*
- (j) *Order (I) Authorizing the Appointment of Stretto, Inc. as Claims and Noticing Agent Effective as of the Petition Date and (II) Granting Related Relief;*
- (k) *Order (I) Scheduling Hearings and Objection Deadlines with Respect to the Debtors' Disclosure Statement and Plan Confirmation and (II) Shortening the Notice Requirements Related Thereto;*
- (l) *Interim Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief;*
- (m) *Interim Order (I) Authorizing the Debtors to Assume the Agency Agreement, (II) Authorizing and Approving the Conduct of Store Closing Sales and the Related Sale Guidelines, with Such Sales to be Free and Clear of all Liens, Claims, and Encumbrances, (III) Modifying Customer Programs at the Closing Stores, and (IV) Granting Related Relief (the "**Interim Store Closing Order**");*
- (n) *Interim Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Scheduling a Final Hearing, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief (the "**Interim Cash Collateral Order**"); and*
- (o) *Order (I) Approving the Bidding Procedures and Stalking Horse Bid Protections, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the*

Assumption and Assignment of Contracts and Leases, (V) Authorizing the Assumption and Assignment of Assumed Contracts, (VI) Authorizing the Sale of Assets, and (VII) Granting Related Relief;

(copies of which are attached as Schedules “A” to “O” hereto, respectively);

provided, however, that (i) in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property (as defined below) in Canada; (ii) notwithstanding anything to the contrary in any Foreign Order, the exercise of rights and remedies by the Prepetition ABL Secured Parties (as defined in the Interim Cash Collateral Order) against or in respect of the Canadian Debtors or the Canadian Debtors’ Property (each as defined below) shall be subject to the terms of the Canadian Guarantee Agreement (as defined in the Interim Cash Collateral Order), including section 4.01(b) thereof, and this Order; and (iii) the Canadian Sale Guidelines attached hereto as Schedule “Q” shall apply to the Sales (as defined in the Interim Store Closing Order) in Canada and not the “Canadian Sale Guidelines” referenced in the Interim Store Closing Order.

APPOINTMENT OF INFORMATION OFFICER

5. **THIS COURT ORDERS** that KSV is hereby appointed as an officer of this Court (in such capacity, the “**Information Officer**”), with the powers and duties set out herein and in any other Order made in these proceedings.

NO PROCEEDINGS AGAINST THE CHAPTER 11 DEBTORS OR THE PROPERTY

6. **THIS COURT ORDERS** that from the date hereof until such date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal in Canada (each, a “**Proceeding**”) shall be commenced or continued against or in respect of (a) 13051269 Canada Inc. and Eddie Bauer of Canada Corporation (collectively, the “**Canadian Debtors**”) or affecting their business (the “**Canadian Debtors’ Business**”) or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Canadian Debtors’ Property**”); or (b) Eddie Bauer LLC, Eddie Bauer Gift Card Services LLC and SPARC EB Holdings LLC or affecting their business in Canada (together with the Canadian Debtors’ Business, the “**Business**”) or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate in Canada, including all proceeds thereof (together with the Canadian Debtors’

Property, the “**Property**”), except with the written consent of the applicable Chapter 11 Debtor and the Information Officer or leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Chapter 11 Debtors or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

7. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities or person (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of any of the Chapter 11 Debtors, or affecting the Business or the Property, are hereby stayed and suspended except with the consent of the applicable Chapter 11 Debtor and the Information Officer or leave of this Court, provided that nothing in this Order shall (a) prevent the assertion of or the exercise of rights and remedies outside of Canada; (b) empower any Chapter 11 Debtor to carry on any business in Canada which that Chapter 11 Debtor is not lawfully entitled to carry on; (c) affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA; (d) prevent the filing of any registration to preserve or perfect a security interest; or (e) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

8. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, licence or permit in favour of or held by any of the Chapter 11 Debtors and affecting the Business or Property, except with the written consent of the applicable Chapter 11 Debtor and the Information Officer, or with leave of this Court.

ADDITIONAL PROTECTIONS

9. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with any of the Chapter 11 Debtors or statutory or regulatory mandates for the supply of goods and/or services in Canada, including, without limitation, all licencing arrangements, manufacturing arrangements, computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility, fuel, maintenance, customs broker services or other services provided in respect of the Property or Business of any of the Chapter 11 Debtors, are hereby restrained until further Order of this

Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by any of the Chapter 11 Debtors, and that each of the Chapter 11 Debtors shall be entitled to the continued use in Canada of its current premises, bank accounts, telephone numbers, facsimile numbers, internet addresses and domain names.

10. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Chapter 11 Debtors with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Chapter 11 Debtors whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

11. **THIS COURT ORDERS** that no Proceeding shall be commenced or continued against or in respect of the Information Officer, except with leave of this Court. In addition to the rights and protections afforded the Information Officer herein, or as an officer of this Court, the Information Officer shall have the benefit of all of the rights and protections afforded to a Monitor under the CCAA, and shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

OTHER PROVISIONS RELATING TO INFORMATION OFFICER

12. **THIS COURT ORDERS** that the Information Officer:

- (a) is hereby authorized to provide such assistance to the Foreign Representative in the performance of its duties as the Foreign Representative may reasonably request;
- (b) shall report to this Court at such times and intervals that the Information Officer considers appropriate with respect to the status of these proceedings and the status of the Foreign Proceeding, which reports may include information relating to the Property, the Business, or such other matters as may be relevant to the proceedings herein;

- (c) shall have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Chapter 11 Debtors, to the extent that is necessary to perform its duties arising under this Order; and
- (d) shall be at liberty to engage independent legal counsel or such other persons as the Information Officer deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order.

13. **THIS COURT ORDERS** that the Chapter 11 Debtors and the Foreign Representative shall (a) advise the Information Officer of all material steps taken by the Chapter 11 Debtors or the Foreign Representative in these proceedings or in the Foreign Proceeding; (b) co-operate fully with the Information Officer in the exercise of its powers and discharge of its obligations; and (c) provide the Information Officer with the assistance that is necessary to enable the Information Officer to adequately carry out its functions.

14. **THIS COURT ORDERS** that the Information Officer shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

15. **THIS COURT ORDERS** that the Information Officer (a) shall post on the Case Website (as defined below) all Orders of this Court made in these proceedings, all reports of the Information Officer filed herein, and such other materials as this Court may order from time to time; and (b) may post on the Case Website any other materials that the Information Officer deems appropriate.

16. **THIS COURT ORDERS** that the Information Officer may provide any creditor of a Chapter 11 Debtor with information provided by the Chapter 11 Debtors in response to reasonable requests for information made in writing by such creditor addressed to the Information Officer. The Information Officer shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Information Officer has been advised by the Chapter 11 Debtors is privileged or confidential, the Information Officer shall not provide such information to creditors

unless otherwise directed by this Court or on such terms as the Information Officer, the Foreign Representative and the relevant Chapter 11 Debtors may agree.

17. **THIS COURT ORDERS** that Osler, Hoskin & Harcourt LLP, as Canadian counsel to the Chapter 11 Debtors (“**Canadian Counsel**”), the Information Officer and legal counsel to the Information Officer, shall be paid by the Chapter 11 Debtors their reasonable fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts. The Chapter 11 Debtors are hereby authorized and directed to pay the accounts of Canadian Counsel, the Information Officer and legal counsel for the Information Officer on a bi-weekly basis or on such terms as such parties may agree and to pay retainers to the Information Officer and its legal counsel in the aggregate amount of \$175,000. The accounts of Canadian Counsel, the Information Officer and counsel to the Information Officer shall not be subject to approval in the Foreign Proceeding.

18. **THIS COURT ORDERS** that the Information Officer and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Information Officer and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. **THIS COURT ORDERS** that Canadian Counsel, the Information Officer and legal counsel to the Information Officer shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Canadian Debtors’ Property in Canada, which charge shall not exceed an aggregate amount of CAD\$1 million as security for their professional fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order. The Administration Charge shall have the priority set out in paragraphs 24 and 26 hereof.

DIRECTORS’ AND OFFICERS’ INDEMNIFICATION AND CHARGE

20. **THIS COURT ORDERS** that the Canadian Debtors shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of any of the Canadian Debtors after the commencement of the within proceedings (including, for greater certainty, any applicable obligations and liabilities of the directors and officers for wages, vacation pay or termination or severance pay due to employees of the Canadian Debtors, whether

or not any such employee was terminated prior to or after the commencement of these proceedings), except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

21. **THIS COURT ORDERS** that the directors and officers of the Canadian Debtors shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Canadian Debtors' Property in Canada, which charge shall not exceed an aggregate amount of CAD\$1.927 million, as security for the indemnity provided in paragraph 20 of this Order. The Directors' Charge shall have the priority set out in paragraphs 24 and 26 hereof.

22. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and (b) the Canadian Debtors' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 20 of this Order.

INTERCOMPANY CHARGE

23. **THIS COURT ORDERS** that any Chapter 11 Debtor (other than the Canadian Debtors) that provides services or lends money to, or bears costs of, a Canadian Debtor on or after the date hereof (an "**Intercompany Claim**"), shall be entitled to the benefit of and is hereby granted a charge (the "**Intercompany Charge**") on the Canadian Debtors' Property of such Canadian Debtor in Canada, as security for its Intercompany Claim. The Intercompany Charge shall have the priority set out in paragraphs 24 and 26 hereof. Amounts transferred by the Canadian Debtors to the Chapter 11 Debtors (other than the Canadian Debtors) on or after the date hereof shall be solely in respect of Intercompany Claims consistent with the Canadian Cash Collateral Budget (as defined in the Second Coulombe Affidavit) scheduled to the Approved Budget (as defined in the Interim Cash Collateral Order) and attached as Exhibit "X" to the Second Coulombe Affidavit, or as otherwise approved in advance by the Information Officer.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

24. **THIS COURT ORDERS** that the priorities of the Administration Charge, the Directors' Charge and the Intercompany Charge (collectively, the "**Charges**"), as among them, shall be as follows:

- (a) First – Administration Charge (to the maximum amount of CAD\$1 million);
- (b) Second – Directors' Charge (to the maximum amount of CAD\$1.927 million); and
- (c) Third – Intercompany Charge.

25. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect the Charges.

26. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Canadian Debtors' Property in Canada and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

27. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Chapter 11 Debtors shall not grant any Encumbrances over any Property in Canada that rank in priority to, or *pari passu* with, the Charges, unless the Chapter 11 Debtors also obtain the prior written consent of the beneficiaries of the Charges (collectively, the "**Chargees**").

28. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings,

incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds any Chapter 11 Debtor, and notwithstanding any provision to the contrary in any Agreement:

- (i) the creation of the Charges shall not create or be deemed to constitute a breach by a Chapter 11 Debtor of any Agreement to which it is a party;
- (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (iii) the payments made by the Chapter 11 Debtors to the Chargees pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

29. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the applicable Canadian Debtor’s interest in such real property leases.

SERVICE AND NOTICE

30. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf>) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg 194 (the “**Rules of Civil Procedure**”) this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(1)(d) of the Rules of Civil Procedure and paragraph 13 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a case website for these proceedings shall be established with the following URL: <https://www.ksvadvisory.com/experience/case/eddiebauer> (the “**Case Website**”).

31. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Chapter 11 Debtors, the Foreign Representative, the Information Officer, and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by

forwarding copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or electronic message to the Chapter 11 Debtors' creditors or other interested parties and their advisors at their respective addresses (including e-mail addresses) as last shown in the books and records of the applicable Chapter 11 Debtor and that any such service or distribution shall be deemed to be received (a) in the case of delivery by personal delivery, facsimile or electronic transmission, on the date of delivery or transmission, (b) in the case of delivery by prepaid ordinary mail, on the third business day after mailing, and (c) in the case of delivery by courier, on the next business day following the date of forwarding thereof.

32. **THIS COURT ORDERS** that any distribution or service in accordance with this Order shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

33. **THIS COURT ORDERS** that the Information Officer shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in these proceedings (the "**Service List**"). The Information Officer shall post the Service List, as may be updated from time to time, on the Case Website as part of the public materials in relation to these proceedings. Notwithstanding the foregoing, the Information Officer shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

GENERAL

34. **THIS COURT ORDERS** that the Information Officer may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

35. **THIS COURT ORDERS** that nothing in this Order shall prevent the Information Officer from acting as an interim receiver, a receiver, a receiver and manager, a monitor, a proposal trustee, or a trustee in bankruptcy of any Chapter 11 Debtor, the Business or the Property.

36. **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, and the Information Officer and their counsel and respective agents in carrying out the terms of this Order.

37. **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.

38. **THIS COURT ORDERS** that the Guidelines for Communication and Cooperation between Courts in Cross-Border Insolvency Matters issued by the Judicial Insolvency Network and adopted by this Court and the U.S. Bankruptcy Court and attached as Schedule “P” hereto, are hereby adopted by this Court for the purposes of these recognition proceedings.

39. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days’ notice to the Chapter 11 Debtors, the Foreign Representative, the Information Officer and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

40. **THIS COURT ORDERS** that this Order shall be effective as of 12:01 a.m. Eastern Standard Time on the date of this Order without the need for entry or filing of this Order.



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

Court File No: CV-26-0000050-0000

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

SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)

OSLER, HOSKIN & HARCOURT, LLP

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Lawyers for the Applicant

This is Exhibit “G” referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Charlestown, in the State of Massachusetts, before me at the City of Toronto, in the Province of Ontario, on March 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, appearing to read 'M. Dick', is positioned above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CL-26-00000050-0000

DATE: Wednesday, February 18, 2026

NO. ON LIST: 1

TITLE OF PROCEEDING: EDDIE BAUER LLC et al

BEFORE: JUSTICE CAVANAGH

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Shawn Irving Martino Calvaruso Marleigh Dick	Osler, Hoskin – CDN Counsel to the Applicant	sirving@osler.com mcalvaruso@osler.com mdick@osler.com
Nathan Felton Kelly Blessing	U.S. Counsel to the Applicant	nathan.felton@kirkland.com kelly.blessing@kirkland.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
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For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Sean Zweig Michael S. Shakra Joshua Foster	Counsel to the Proposed Information Officer	zweigs@bennettjones.com shakram@bennettjones.com fosterj@bennettjones.com
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Linda Galessiere	Counsel to various landlords	lgalessiere@cglegal.ca
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ENDORSEMENT OF JUSTICE CAVANAGH:

[1] On February 9, 2026, Eddie Bauer U.S. and four other debtors in possession (collectively, the "Chapter 11 Debtors" or the "Company") filed voluntary petitions for relief with the United States Bankruptcy Court for the District of New Jersey (the "U.S. Court"), pursuant to Chapter 11 of the U.S. Bankruptcy Code (the "Petitions," and the cases commenced thereby, the "Chapter 11 Cases"). The Chapter 11 Debtors include two Canadian entities, 13051269 Canada Inc. and Eddie Bauer of Canada Corporation ("Eddie Bauer Canada" and collectively, the "Canadian Debtors"). On the same day, the Chapter 11 Debtors filed several first day motions in the Chapter 11 Cases with the U.S. Court (the "First Day Motions"), including an order authorizing Eddie Bauer U.S. to act as Foreign Representative in respect of the Chapter 11 Cases (the "Foreign Representative Order").

[2] On February 9, 2026, on the application of Eddie Bauer U.S. as proposed Foreign Representative, this Court issued an order (the "Interim Stay Order"), which, among other things, granted an interim stay of proceedings in respect of the Chapter 11 Debtors and their respective directors and officers in Canada. The Interim Stay Order was granted to ensure that the Chapter 11 Debtors were protected by a stay of proceedings in Canada pending the granting of the Foreign Representative Order, at which point the Foreign Representative would return to this Court and seek, among other things, recognition of the Chapter 11 Cases.

[3] On February 10, 2026, the U.S. Court heard the First Day Motions and entered the "First Day Orders," including the Foreign Representative Order. The Foreign Representative now seeks the following orders:

- a. An order (the "Initial Recognition Order"), among other things:
 - i. Recognizing Eddie Bauer U.S. as a "foreign representative" in respect of the Chapter 11 Cases; and
 - ii. Recognizing the Chapter 11 Cases as a "foreign main proceeding" in respect of the Chapter 11 Debtors; and
- b. An Order (the "Supplemental Order"), among other things:
 - i. recognizing certain of the First Day Orders;
 - ii. granting a stay of proceedings in respect of the Chapter 11 Debtors and their directors and officers in Canada (the "Canadian Stay");
 - iii. appointing KSV Restructuring Inc. ("KSV") as information officer in respect of these proceedings (in such capacity, the "Information Officer");
 - iv. granting a Court-ordered charge over the assets and property in Canada of the Canadian Debtors in favour of Canadian counsel to the Chapter 11 Debtors, the Information Officer and counsel to the Information Officer (the "Administration Charge"), which charge shall not exceed an aggregate amount of CAD \$1 million;

- v. granting a Court-ordered charge over the assets and property in Canada of the Canadian Debtors to secure the indemnity obligations of the Canadian Debtors to their directors and officers in respect of obligations and liabilities that such directors and officers may incur during these proceedings in their capacities as directors and officers (the "D&O Charge"), which charge shall not exceed an aggregate amount of CAD \$1.927 million; and
- vi. granting a Court-ordered charge over the assets and property in Canada of the Canadian Debtors 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 (the "Intercompany Charge").

[4] This Court has the jurisdiction to grant the proposed Initial Recognition Order and the Supplemental Order under Part IV of the *Companies' Creditors Arrangement Act* (the "CCAA"). The requested relief is consistent with the principles of comity and cooperation that underlie Part IV of the CCAA, and is necessary to protect and preserve the operations and value of the Company's business in Canada, while the Chapter 11 Debtors, including the Canadian Debtors, continue to advance steps relating to the two interlocking processes contemplated in the First Day Motions and Restructuring Support Agreement - the store closing sales and the going-concern sale process.

[5] The facts are more fully set out in the Affidavit and Supplemental Affidavit of Stephen Coulombe sworn February 9, 2026 and February 12, 2026, respectively. Capitalized terms not otherwise defined have the same meaning as in the Coulombe Affidavit or Supplemental Coulombe Affidavit.

A. Should the Initial Recognition Order be granted?

(a) The Statutory Requirements are Fulfilled

[6] Pursuant to section 46(1) of the CCAA, a foreign representative may apply for recognition of the foreign proceeding in respect of which that person is a foreign representative.

[7] Section 46(2) provides that a recognition application must be accompanied by certified copies of the instruments that commenced the foreign proceeding and authorized the foreign representative to act in such capacity, as well as a statement identifying all foreign proceedings in respect of the debtor company that are known to the foreign representative. This requirement is fulfilled - certified copies of the Petitions and the Foreign Representative Order have been provided to this Court, and the Foreign Representative has confirmed that, other than the Chapter 11 Cases, no other foreign proceeding in respect of the Chapter 11 Debtors has been commenced.

[8] Section 47(1) further provides that the Court must recognize a foreign proceeding if two requirements are met: (i) the proceeding is a "foreign proceeding," and (ii) the applicant is a "foreign representative" of the foreign proceeding. Both of these requirements are clearly satisfied:

- a. The CCAA defines a "foreign proceeding" as a judicial proceeding "in a jurisdiction outside Canada dealing with creditors' collective interests generally under any law relating to bankruptcy or insolvency in which a debtor company's business and financial affairs are subject to control or supervision by a foreign court for the purpose of reorganization." Proceedings under Chapter 11 of the U.S. Bankruptcy Code are "foreign proceedings" for the purposes of the CCAA.
- b. A "foreign representative" is defined as a person authorized, in a foreign proceeding in respect of a debtor company, to: (i) monitor the debtor company's business and financial affairs for the purpose of reorganization; or (ii) act as a representative in respect of the foreign proceeding. The Foreign Representative Order authorizes Eddie Bauer U.S. to act as the Foreign Representative on behalf of the Chapter 11 Debtors, including the Canadian Debtors.

[9] The statutory prerequisites for recognition of the Chapter 11 Cases are fulfilled.

(b) The Chapter 11 cases are a Foreign Main Proceeding

[10] In its order recognizing the foreign proceeding, the Court must specify whether the proceeding is a "foreign main proceeding" or a "foreign non-main proceeding": CCAA, s. 45(1). A "foreign main proceeding" is defined as a "foreign proceeding in a jurisdiction where the debtor company has the centre of its main interests" ("COMI").

[11] The CCAA does not provide a formal definition of the COMI, which is determined on an entity-by-entity basis. Section 45(2) provides that, in the absence of proof to the contrary, the location of a debtor company's registered office is deemed to be its COMI; however, this statutory presumption may be rebutted by evidence of the debtor's "operational realities." See *Hollander Sleep Products, LLC et al., Re*, 2019 ONSC 3238, at para. 30.

[12] I am satisfied that the COMI of each of the Chapter 11 Debtors is the U.S. With respect to the non-Canadian Chapter 11 Debtors, each of these entities has their registered offices in the U.S., thereby engaging the presumption found in section 45(2). This presumption is consistent with the reality of these entities' operations, which are overwhelmingly concentrated in the U.S.

[13] With respect to the two Canadian Debtors, while their registered offices are located in Canada, almost all of their critical business functions are performed by Eddie Bauer U.S. and SPARC, both of which are incorporated in and primarily operate in the U.S. The services provided by SPARC (and, in certain cases, Eddie Bauer U.S.) are closely interrelated and are essential to Eddie Bauer Canada's retail operations, which could not continue without these services.

[14] The following principal factors tend to indicate whether the location in which the proceeding has been filed is the debtor's COMI, including in respect of Canadian debtors that are part of larger, cross-border corporate groups:

- a. the location is readily ascertainable by creditors;
- b. the location is one in which the debtor's principal assets or operations are found; and
- c. the location is where the management of the debtor takes place. See *Lightsquared LP (Re)*, 2012 ONSC 2994, at para. 25

[15] When I consider the relevant factors in a COMI analysis including consideration of the "operational realities" of the Canadian Debtors, I am satisfied that their COMI is located in the U.S.:

- a. **Corporate Structure:** Eddie Bauer Canada is a wholly owned subsidiary of 113051269 Canada Inc., which is a holding company that is, in turn, a wholly owned subsidiary of SPARC U.S., a U.S. incorporated entity.
- b. **Inventory Sourcing:** In the ordinary course of business, all inventory for Eddie Bauer Canada is sourced by and purchased from the U.S. by a sale and merchandising team that sits at SPARC. The Canadian Debtors are entirely dependent on the purchasing power and supplier relationships of the Chapter 11 Debtors and SPARC in the U.S. to source merchandise for the Canadian stores.
- c. **Key Strategic and Support Functions:** The Chapter 11 Debtors are managed on a consolidated basis, and the Canadian Debtors are wholly reliant on the Chapter 11 Debtors for corporate, administrative and back-office support. Eddie Bauer U.S. and SPARC provide strategic decision-making functions and corporate support functions to Eddie Bauer Canada such as legal, finance, information technology, human resources. The Chapter 11 Debtors' Treasury, Accounting,

Accounts Payable and Accounts Receivable teams are located in the U.S., while the only corporate function of Eddie Bauer Canada that is performed in Canada is payroll.

- d. **Management and Employees:** Of the three directors of each of the Canadian Debtors, two are cross-appointed to certain of the U.S. Chapter 11 Debtors and reside in the U.S. The Company's key management personnel are located in the U.S., as are approximately 70 corporate employees.
- e. **Cash Management:** The Chapter 11 Debtors operate an integrated, centralized cash management system (the "Cash Management System") to collect, transfer and disburse funds generated by their operations. The Chapter 11 Debtors' treasury department located in the U.S. maintains daily oversight of the Cash Management System, with the small Canadian cash management function being managed by a U.S. employee. The only funds kept in Canadian bank accounts are those that are required to meet weekly operating expenses that must be paid in CAD, with any funds in excess of these requirements being moved to the main U.S. operating account on a weekly basis.
- f. **Intercompany Transfers:** Eddie Bauer U.S. pays certain of Eddie Bauer Canada's ordinary course expenses that must be made in USD, and further provides Intercompany Transfers to ensure that Eddie Bayer Canada has sufficient funds to satisfy payments to third parties that are regularly made in CAD.

B. Should the Supplemental Order be granted?

[16] As the Foreign Representative has met the criteria established under section 47(1) of the CCAA, the Foreign Representative is entitled to the recognition of the Chapter 11 Cases as a "foreign main proceeding," as contemplated by the Initial Recognition Order. Further, this Court is authorized to grant the remaining relief requested in the Supplemental Order.

[17] The authority of this Court to grant further relief is grounded in section 49 of the CCAA, which authorizes the Court to "make any order that it considers appropriate" on the application of a foreign representative, provided that it is "necessary for the protection of the debtor company's property or the interests of a creditor or creditors." I accept that the additional relief requested in the Supplemental Order should be granted, as the requested relief is both appropriate in the circumstances and necessary for the protection of the Chapter 11 Debtors.

(a) Is recognition of the First Day Orders Appropriate?

[18] The Foreign Representative requests recognition of the following First Day Orders in the Chapter 11 Cases:

- a. the Foreign Representative Order;
- b. the Automatic Stay Order, which restates and enforces the worldwide automatic stay, anti-discrimination provisions, and ipso facto protections of the U.S. Bankruptcy Code;
- c. the Interim Cash Management Order, which authorizes the Chapter 11 Debtors to operate the Cash Management System;
- d. the Interim Critical Vendors Order, which authorizes the Chapter 11 Debtors to pay certain prepetition amounts owing;
- e. the Interim Customer Programs Order, which authorizes the Chapter 11 Debtors to maintain their customer programs;
- f. the Interim Insurance Order, which authorizes the Chapter 11 Debtors to maintain and renew insurance policies, surety bonds, and letters of credit;

- g. the Joint Administration Order, which provides for the joint administration of the Chapter 11 Cases for procedural purposes;
- h. the Interim Taxes Order, which authorizes the Chapter 11 Debtors to negotiate, remit, and pay various Taxes and Fees;
- i. the Interim Utilities Order, which addresses the continued provision of utilities to the Chapter 11 Debtors;
- j. the Interim Wages Order, which authorizes the Chapter 11 Debtors to pay outstanding wages and similar obligations, and to continue administering their compensation and benefit programs;
- k. the Bidding Procedures Order, which approved the Bidding Procedures by which the assets of the Chapter 11 Debtors may be sold;
- l. the Interim Store Closing Order, which addresses the ongoing store closing sales and similar sales;
- m. the Interim Cash Collateral Order, which authorizes the use of Cash Collateral (as defined in the U.S. Bankruptcy Code) in accordance with the Approved Budget; and
- n. the Dates and Protocols (Scheduling) Order, which schedules certain dates and deadlines in connection with the approval of an anticipated disclosure statement and the confirmation of an anticipated chapter 11 plan of reorganization.

[19] I accept that these First Day Orders, which treat the Chapter 11 Debtors' stakeholders in Canada and the U.S. equally, are necessary to protect the Chapter 11 Debtors' property and the interests of creditors. They consist of relief required to ensure that the Chapter 11 Debtors continue to operate during the Chapter 11 proceedings in a manner which ultimately maximizes stakeholder value. I am satisfied that these First Day Orders should be recognized by this Court for the following reasons:

- a. the Canadian and U.S. operations of the Company are highly integrated;
- b. the U.S. Court has appropriately taken jurisdiction over the Chapter 11 Cases such that comity will be furthered by this Court's recognition of and support for the Chapter 11 Cases already underway in the U.S.;
- c. coordination of proceedings in the two jurisdictions will ensure fair treatment of all stakeholders, whether they are located in the U.S. or Canada;
- d. the First Day Orders were obtained to preserve and maximize the value of the Chapter 11 Debtors' estates; and
- e. given the close connection between the Canadian Debtors and the U.S., and the Canadian Debtors' reliance on management and leadership located in the U.S., it is reasonable and sensible for the U.S. Court to have principal control over the insolvency process, which will produce the most efficient restructuring for the benefit of all stakeholders.

(b) Is the Canadian Stay appropriate?

[20] Section 48(1) of the CCAA provides that, once the Court has identified a "foreign main proceeding," it must grant certain mandatory relief, including a stay of proceedings in favour of the debtor companies. The mandatory stay in Part IV proceedings is not limited in duration. Once an application for an Initial Recognition Order is granted, this Court must grant a stay under section 48(1)(a) "until otherwise ordered by the court, for any period that the court considers necessary."

[21] The Canadian Stay requested under the proposed Supplemental Order applies in favour of the Chapter 11 Debtors and their respective officers and directors, in respect of their business and property in Canada. I accept that it is appropriate to grant the requested stay, including in favour of the Chapter 11 Debtors' respective officers and directors. The Canadian Stay will ensure that the Chapter 11 Debtors are protected from any stakeholder exercising enforcement rights in Canada and is necessary to the preservation of the value of the Canadian business and to the Chapter 11 Debtors' overall efforts to implement an orderly wind-down and a potential going concern sale.

(c) Should KSV be appointed Information Officer?

[22] It has become common practice in this Court to appoint an information officer in proceedings under Part IV of the CCAA, pursuant to its discretion that flows from s. 49. The information officer's role is to help effect cooperation between the Canadian proceeding, the foreign representative and the foreign court, including to keep this Court apprised of the status of the foreign proceedings.

[23] The Foreign Representative seeks to appoint KSV as the Information Officer in this proceeding. KSV is a licensed insolvency trustee in Canada with expertise in, among other things, cross-border restructuring proceedings, including acting as information officer in Canadian recognition proceedings under the CCAA. KSV has consented to act as Information Officer.

[24] I am satisfied that KSV should be appointed as the Information Officer.

(d) Should the Administration Charge be granted?

[25] The proposed Supplemental Order provides that the Information Officer, the Information Officer's counsel, and Canadian counsel to the Chapter 11 Debtors will be protected by the Administration Charge, in the maximum amount of CAD \$1 million, which will secure their fees and disbursements incurred in respect of these proceedings. The Administration Charge will be secured against the assets and property in Canada of the Canadian Debtors and is proposed to have first priority over all other encumbrances in respect of the Canadian Debtors.

[26] I am satisfied that the proposed Administration Charge is reasonable in amount and that it is necessary for the success of these recognition proceedings.

(e) Should the D&O Charge be granted?

[27] Directors and officers of an insolvent corporation may become exposed to significant liabilities. In order to address these potential liabilities, the Foreign Representative seeks the D&O Charge, in the maximum amount of CAD \$1,927,000, which will secure the indemnity provided to the directors and officers in the proposed Supplemental Order in respect of the liabilities they may incur during these proceedings. The D&O Charge will be secured against the assets and property in Canada of the Canadian Debtors and is proposed to be subordinate to the Administration Charge but rank in priority to all other encumbrances.

[28] The Foreign Representative seeks the D&O Charge in light of the potential liabilities and the insufficiency of available insurance, and in light of the need for the continued service of the directors and officers of the Canadian Debtors. The D&O Charge would only be relied upon to the extent of the insufficiency of the existing insurance in covering any exposure of the Canadian Debtors' directors and officers.

[29] I am satisfied that the amount of the proposed D&O Charge is reasonable in the circumstances, as it has been estimated, in consultation with the proposed Information Officer, with reference to the Canadian Debtors' payroll, vacation pay, and federal and provincial sales tax liability exposure. The proposed Information Officer is of the view that the D&O Charge is reasonable in the circumstances.

(f) Should the Intercompany Charge be granted?

[30] In the ordinary course of business, Eddie Bauer U.S. and Eddie Bauer Canada engage in Intercompany Transfers in order to, among other things, ensure that the Chapter 11 Debtors' Canadian funding needs are adequately met and ensure the Company's Canadian operations continue uninterrupted. The Canadian Debtors are entirely dependent on the continued operational and financial support of Eddie Bauer U.S. and SPARC, without which the Canadian Debtors would be forced to immediately cease operations.

[31] Except for the stocking of Eddie Bauer Canada's inventory by Eddie Bauer U.S. (which has been halted), the Chapter 11 Debtors intend to continue to make the Intercompany Transfers during the Chapter 11 proceedings to ensure that Eddie Bauer Canada remains adequately funded. To facilitate these continued transfers, the Chapter 11 Debtors propose the Intercompany Charge, which will secure claims by any Chapter 11 Debtor (other than the Canadian Debtors) that provides services or lends money to, or bears costs of, the Canadian Debtors, from and after the date of the Supplemental Order (the "Intercompany Claims"). The Intercompany Charge will be secured against the assets and property in Canada of the Canadian Debtors and is proposed to be subordinate to the Administration Charge and the D&O Charge, but rank in priority to all other encumbrances.

[32] In addition, under the proposed Supplemental Order, any amounts transferred by the Canadian Debtors to the Chapter 11 Debtors (other than the Canadian Debtors) on or after the date of the Supplemental Order must be solely in respect of Intercompany Claims consistent with the Canadian Cash Collateral Budget (scheduled to the Approved Budget), or as otherwise approved in advance by the Information Officer.

[33] I am satisfied that the Intercompany Charge is in the best interest of the Chapter 11 Debtors, including the Canadian Debtors, and should be granted. The approval of such charges in plenary proceedings under the CCAA is authorized by section 11, which permits courts to make such orders as are considered appropriate. Sections 49(1)-(2) of the CCAA likewise, in the context of proceedings under Part IV, permit a court to make "any order that it considers appropriate", provided such order "is necessary for the protection of the debtor company's property or the interests of a creditor or creditors" and "consistent with any order that may be made in any proceedings under" the CCAA. The proposed Information Officer is of the view that the proposed Intercompany Charge is appropriate in the circumstances.

Disposition

[34] I grant the requested relief. Orders to issue in forms of Orders signed by me today.



This is Exhibit “H” referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Charlestown, in the State of Massachusetts, before me at the City of Toronto, in the Province of Ontario, on March 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

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the Debtors in Possession*

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the Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11422 (SLM)

(Jointly Administered)

NOTICE OF CANCELLATION OF AUCTION

PLEASE TAKE NOTICE that, on February 10, 2026, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered the *Order (I) Approving the Bidding Procedures and Stalking Horse Bid Protections, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (V) Authorizing the Assumption and Assignment of Assumed Contracts, (VI) Authorizing the Sale of Assets, and (VII) Granting Related Relief* [Docket No. 65] (the “Bidding Procedures Order”)² in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the “Debtors”). On February 18, 2026, the Ontario Superior Court of Justice (Commercial List) granted an order, among other things, recognizing and enforcing the Bidding Procedures Order in Canada.

¹ The last four digits of Debtor Eddie Bauer LLC’s tax identification number are 6060. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.stretto.com/EddieBauer>. The location of Debtor Eddie Bauer LLC’s principal place of business is 10401 Northeast 8th Street, Suite 500, Bellevue, WA 98004; the Debtors’ service address in these chapter 11 cases is 6501 Legacy Drive, Suite B100, Plano, TX 75024.

² Capitalized terms used but not defined in this notice have the meanings given to them in the Bidding Procedures Order.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures and the Bidding Procedures Order, the Bid Deadline was set for March 3, 2026, at 5:00 p.m. (prevailing Eastern Time), and the Auction, if any, was set for March 6, 2026, at 10:00 a.m. (prevailing Eastern Time).

PLEASE TAKE FURTHER NOTICE that the Debtors did not receive any Qualified Bids prior to or on the Bid Deadline.

PLEASE TAKE FURTHER NOTICE that, on February 27, 2026, Mr. Colin Anten filed the *Sale and Investment Stalking Horse Bid Eddie Bauer LLC Solicitation Process* [Docket No. 213] (the “Anten Proposal”), prior to the Bid Deadline.

PLEASE TAKE FURTHER NOTICE that, in the Debtors’ business judgment, the Anten Proposal does not comply with, and does not constitute a Qualified Bid pursuant to, the Bidding Procedures. Among other things, the Anten Proposal fails to demonstrate the financial wherewithal necessary to consummate the contemplated transaction and contains numerous material factual and legal deficiencies, which is evident from any reading of the Anten Proposal. The foregoing, together with communications between Mr. Anten and the Debtors’ advisors, as well as Mr. Anten’s similar, inactionable proposals in other chapter 11 proceedings, including in *Bed Bath & Beyond Inc.*, Case No. 23-13359 (VFP) (Bankr. D.N.J. Aug. 9, 2023) [Docket No.1865] and *Neiman Marcus Group LTD LLC*, Case No. 20-32519 (DRJ) (Bankr. S.D. Tex. May 11, 2020) [Docket No. 348], raises significant concerns regarding Mr. Anten’s good faith intent and financial capacity to participate in the sale process or to serve as a Stalking Horse Bidder. It is plainly obvious he cannot.

PLEASE TAKE FURTHER NOTICE that, in light of the foregoing, the Auction scheduled for March 6, 2026, at 10:00 a.m. (prevailing Eastern Time), is hereby **CANCELLED**, and the Sale Hearing is adjourned indefinitely.

PLEASE TAKE FURTHER NOTICE that, notwithstanding the cancellation of the Auction, the Debtors will consider any proposal, including a proposal to purchase some or all of the Debtors’ Assets as a going concern, to the extent that the Debtors determine, in their business judgment, that such proposal would maximize the value of the Debtors’ estates.

PLEASE TAKE FURTHER NOTICE that the Debtors will continue store-closing sales at all of their brick-and-mortar locations unless and until a more value-maximizing transaction becomes available.

PLEASE TAKE FURTHER NOTICE that copies of the Bidding Procedures, the Bidding Procedures Order, and any other related documents are available upon request to the Debtors’ Claims and Noticing Agent, Stretto, Inc. by calling +1 833.437.6838 (U.S. / Canada) or +1 714.442.4326 (International), or visiting the Debtors’ restructuring website at (<https://cases.stretto.com/EddieBauer>).

Dated: March 3, 2026

/s/ Michael D. Sirota

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This is Exhibit "I" referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Charlestown, in the State of Massachusetts, before me at the City of Toronto, in the Province of Ontario, on March 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S



Order Filed on March 3, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

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In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11422 (SLM)

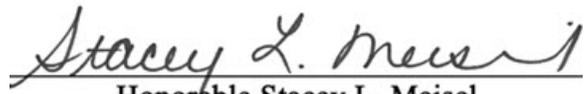
(Jointly Administered)

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**FINAL ORDER (I) AUTHORIZING THE DEBTORS
TO (A) PAY PREPETITION WAGES, SALARIES, OTHER
COMPENSATION, AND REIMBURSABLE EXPENSES AND (B) CONTINUE
EMPLOYEE BENEFITS PROGRAMS; AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through eight (8), is
ORDERED.

DATED: March 3, 2026


Honorable Stacey L. Meisel
United States Bankruptcy Judge

(Page | 3)

Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs; and (II) Granting Related Relief

Upon the Debtors' motion (the "Motion")² for entry of a final order (this "Final Order"): (a) authorizing, but not directing, the Debtors to (i) pay, either directly or through SPARC, all outstanding prepetition wages, salaries, commissions, benefits, other compensation and obligations, reimbursable expenses, and related amounts on account of their compensation and benefits programs in cash as they become due and payable and to continue making such payments in the ordinary course of business, and (ii) continue to administer their compensation and benefits programs in the ordinary course of business and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any,

² Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion.

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs; and (II) Granting Related Relief

establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY**

ORDERED THAT:

1. The Motion is **GRANTED** on a final basis as set forth herein.
2. Any objections to the entry of this Final Order, to the extent not withdrawn or settled, are overruled.
3. The Debtors, either directly or through SPARC, as applicable, are authorized, but not directed, to: (a) pay any prepetition or postpetition obligations related to the Compensation and Benefits and any related expenses in cash, including, but not limited to, wages, salaries, commissions, benefits, other compensation and obligations, Reimbursable Expenses, and related amounts on account of the Compensation and Benefits as such amounts come due in the ordinary course of business; (b) continue to administer the Compensation and Benefits in the ordinary course of business; (c) modify, change, add to, supplement, and/or discontinue the Compensation and Benefits in the ordinary course of business, in their sole discretion, without the need for further Court approval, subject to applicable law; and (d) pay all prepetition or postpetition costs and expenses incidental to payment of the Compensation and Benefits obligations, including the Payroll Processor Obligations, and all reasonable administrative and processing costs, in cash as they become due and payable in the ordinary course of business.
4. Pursuant to section 362(d) of the Bankruptcy Code, the automatic stay is modified solely to the extent necessary to allow Employees to proceed with their claims under the Workers' Compensation Programs in the appropriate judicial or administrative forum, and Employees are

(Page | 5)

Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs; and (II) Granting Related Relief

authorized to so proceed. The Debtors are authorized, but not directed, to continue the Workers' Compensation Programs and pay all prepetition amounts relating thereto in the ordinary course of business, consistent with prepetition practices, including, for the avoidance of doubt, any amounts that become due and owing on account of a workers' compensation audit, if any. The modification of the automatic stay set forth in this paragraph pertains solely to claims under the Workers' Compensation Programs.

5. Nothing contained herein is intended or should be construed to create an administrative priority claim on account of the Compensation and Benefits obligations.

6. Nothing herein shall be deemed to direct the Debtors to cash out unpaid Paid Leave Benefits except upon termination of an Employee if applicable nonbankruptcy law requires such payment.

7. This Final Order does not implicitly or explicitly approve any bonus plan, incentive plan, severance plan, or other plan covered by 503(c) of the Bankruptcy Code.

8. The Debtors are authorized, either directly or through SPARC, to forward any unpaid amounts on account of Payroll Deductions or Payroll Taxes to the appropriate third-party recipients or taxing authorities, as applicable, in the ordinary course of business.

9. The Debtors shall not make any non-ordinary course payments, including any non-ordinary course bonus, incentive, retention, or severance payments to any insider (as such term is defined in section 101(31) of the Bankruptcy Code) without further order of this Court; *provided* that the Debtors shall provide a schedule of any such ordinary course bonus, incentive, retention, or severance payments to Pachulski Stang Ziehl & Jones LLP, counsel to the Official Committee

(Page | 6)

Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs; and (II) Granting Related Relief

of Unsecured Creditors, within fifteen (15) days of the end of each calendar month beginning upon entry of the Interim Order; *provided, further*, that nothing herein shall prejudice the Debtors' ability to seek approval for such relief pursuant to section 503(c) of the Bankruptcy Code at a later time. Nothing in the Motion or this Final Order shall constitute a determination by the Court as to whether any individual seeking payment pursuant to the Final Order is or is not an "insider" as that term is defined in section 101(31) of the Bankruptcy Code.

10. Any amounts contemplated to be paid, and actually paid, by this Final Order, shall be subject to, and paid in accordance with, the *Interim Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the "Interim Cash Collateral Order"), *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," and together with the Interim Cash Collateral Order, the "Cash Collateral Order"), and Approved Budget (as defined in the Cash Collateral Order).

11. Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this Final Order granting the relief requested by the Motion is intended as or should be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, priority of, or validity of any particular claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim;

(Page | 7)

Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs; and (II) Granting Related Relief

(d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code or otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof of claim. Nothing contained in this Final Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim on account of such claim not being paid.

12. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

13. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

(Page | 8)

Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs; and (II) Granting Related Relief

14. Nothing in this Final Order directs the Debtors to accelerate any payments not otherwise due.

15. Notwithstanding Bankruptcy Rule 2002(a)(2), to the extent applicable, the Debtors may limit service of the Motion only to the core service list and affected creditors. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

16. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

17. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

18. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

This is Exhibit “J” referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Charlestown, in the State of Massachusetts, before me at the City of Toronto, in the Province of Ontario, on March 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S



Order Filed on March 3, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

**KIRKLAND & ELLIS LLP
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In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11422 (SLM)

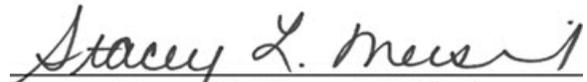
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**FINAL ORDER (I) AUTHORIZING
THE DEBTORS TO PAY PREPETITION CLAIMS
OF CERTAIN CRITICAL VENDORS, FOREIGN VENDORS,
503(B)(9) CLAIMANTS, AND LIEN CLAIMANTS; (II) GRANTING
ADMINISTRATIVE EXPENSE PRIORITY TO UNDISPUTED OBLIGATIONS ON
ACCOUNT OF OUTSTANDING ORDERS; AND (III) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through ten (10), is
ORDERED.

DATED: March 3, 2026



Honorable Stacey L. Meisel
United States Bankruptcy Judge

(Page | 3)

Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Vendors, 503(B)(9) Claimants, and Lien Claimants; (II) Granting Administrative Expense Priority to Undisputed Obligations on Account of Outstanding Orders; and (III) Granting Related Relief

Upon the Debtors' motion (the "Motion")¹ for entry of a final order (this "Final Order"): (a) authorizing, but not directing, the Debtors to pay, in the ordinary course of business, prepetition amounts owing on account of the (i) Critical Vendor Claims, (ii) Foreign Vendor Claims, (iii) 503(b)(9) Claims, and (iv) Lien Claims; (b) authorizing the Debtors to require the Trade Claimants to provide favorable trade terms for the postpetition procurement of goods and services; (c) granting administrative expense priority to undisputed and unsatisfied obligations on account of goods ordered by or services provided to the Debtors prior to the date hereof that will not be delivered until after the Petition Date and authorizing the Debtors to satisfy such obligations in the ordinary course of business; and (d) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided;

¹ Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion.

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

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and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY**

ORDERED THAT:

1. The Motion is **GRANTED** on a final basis as set forth herein.
2. Any objections to the entry of this Final Order, to the extent not withdrawn or settled, are overruled.
3. The Debtors are authorized, but not directed, in their sole discretion and the reasonable exercise of their business judgement, to honor, pay all or part of, and otherwise satisfy and discharge, on a case-by-case basis the Trade Claims on a final basis without further order of this Court.
4. All undisputed obligations related to the Outstanding Orders are granted administrative expense priority in accordance with section 503(b)(1)(A) of the Bankruptcy Code; *provided, however*, that the Debtors may terminate any outstanding orders prior to delivery, and any canceled orders shall be subject to the claims adjudication process.
5. The Debtors are authorized, but not directed, to pay all undisputed amounts relating to the Outstanding Orders in the ordinary course of business consistent with the parties' customary practices in effect prior to the Petition Date.

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

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6. The Debtors are authorized, but not directed, to condition the payment of any Trade Claim upon the applicable Trade Claimant's written agreement (e-mail being sufficient) (a) to continue or recommence providing goods and/or services to the Debtors in accordance with the Customary Trade Terms at least as favorable to the Debtors as those in place during the twelve months prior to the Petition Date, or as otherwise agreed by the Debtors in their reasonable business judgment and (b) that such Trade Claimants shall not cancel any contract or agreement pursuant to which they provide goods or services to the Debtors. The Debtors may require additional favorable trade terms with any Trade Claimant as a condition to the payment of any of their Trade Claims.

7. The Debtors are authorized, but not directed, to permit the setoff of any prepetition cash deposits held by a Trade Claimant against prepetition obligations, which if permitted by the Debtors, shall not be deemed a violation of the automatic stay. Solely for the purposes of determining compliance with the amounts set forth in the Motion, any payment of prepetition claims to a Trade Claimant by the Debtors shall be reduced by the amount of any prepetition deposit released to the Debtors in connection with such prepetition cash deposits.

8. The form of Trade Agreement, substantially in the form attached hereto as **Exhibit 1**, is approved in its entirety, and the Debtors are authorized, but not directed, to negotiate, modify, or amend the Trade Agreement in their reasonable business judgment. The Debtors shall provide a copy of all executed Trade Agreements or email agreements to the Committee's professionals on a professional eyes' only basis.

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

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9. If any party accepts payment hereunder for a prepetition obligation of the Debtors premised on compliance with the above, and thereafter fails to comply with the Customary Trade Terms, or other such terms as agreed to by the Debtors, then, upon not less than seven (7) days' notice to the vendor or service provider with an opportunity to cure and such time period having lapsed with the breach not being cured: (a) any payment on account of a prepetition claim received by such party shall be deemed, in the Debtors' reasonable discretion, an improper postpetition transfer and, therefore, immediately recoverable by the Debtors in cash upon written request by the Debtors; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made; and (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to recharacterize and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance, and such supplier or vendor will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding, without the right of any setoffs, claims, provisions for payment of any claims, or otherwise.

10. Any Trade Claimant that accepts payment from the Debtors on account of all or a portion of such party's Trade Claim pursuant to this Final Order shall be deemed to (a) agree to the terms and provisions of this Final Order and (b) have waived, to the extent so paid, Trade Claims of any type, kind, or priority (including any reclamation claim), against the Debtors, their assets, and properties, and the assets and properties of their estates. Notwithstanding anything to the contrary herein, prior to making any payment pursuant to this Final Order, the Debtors shall

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Debtors: EDDIE BAUER LLC, *et al.*
Case No. 26-11422 (SLM)
Caption of Order: Final Order (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Vendors, 503(B)(9) Claimants, and Lien Claimants; (II) Granting Administrative Expense Priority to Undisputed Obligations on Account of Outstanding Orders; and (III) Granting Related Relief

provide such Trade Claimant with a copy of this Final Order (unless previously provided to such Trade Claimant).

11. Nothing herein shall impair or prejudice the Debtors' ability to contest, in their sole discretion, the extent, perfection, priority, validity, or amounts of any claims or liens held by any Trade Claimant. The Debtors do not concede that any claims satisfied pursuant to this Final Order are valid, and the Debtors expressly reserve all rights to contest the extent, validity, or perfection, or to seek the avoidance of all such liens or the priority of such claims.

12. Any amounts contemplated to be paid, and actually paid, by this Final Order, shall be subject to, and paid in accordance with, the *Interim Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the "Interim Cash Collateral Order"), *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," and together with the Interim Cash Collateral Order, the "Cash Collateral Order"), and Approved Budget (as defined in the Cash Collateral Order).

13. Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this Final Order granting the relief requested by the Motion is intended as or should be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, priority of, or validity of any particular claim against a Debtor entity under

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

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the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code or otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof of claim. Nothing contained in this Final Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim on account of such claim not being paid.

14. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

15. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

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for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

16. Nothing in this Final Order directs the Debtors to accelerate any payments not otherwise due.

17. The Debtors shall continue to maintain a matrix/schedule of amounts directly or indirectly paid, subject to the terms and conditions of the Interim Order and this Final Order, including the following information: (a) the names of the payee; (b) the amount of the payment; (c) the category or type of payment; and (d) the total amount of the claim. The Debtors shall provide a copy of such matrix/schedule to (a) Otterbourg P.C., counsel to the Prepetition ABL Administrative Agent; (b) Ropes & Gray LLP, counsel to the Consenting Prepetition Term Loan Agent; (c) Choate, Hall & Stewart LLP, counsel to the Prepetition Subordinated Loan Agent; (d) the U.S. Trustee; and (e) counsel to the Committee of Unsecured Creditors appointed in these chapter 11 cases (the "Committee") within fifteen (15) days of the end of each calendar month beginning with February 2026.

18. Nothing herein shall impair or prejudice the rights of the U.S. Trustee and the Committee appointed in these chapter 11 cases, which are expressly reserved, to object to any payment made pursuant to this Final Order to an insider (as such term is defined in section 101(3) of the Bankruptcy Code), or an affiliate of an insider to the Debtors. To the extent the Debtors intend to make a payment to an insider or an affiliate of an insider of the Debtors, the Debtors shall, to the extent reasonably practical, provide five (5) business days' advance notice to, and

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Debtors: EDDIE BAUER LLC, *et al.*

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opportunity to object by, the U.S. Trustee and counsel to any statutory committee appointed in these chapter 11 cases; *provided* that if any party objects to the payment, the Debtors shall not make such payment without further order of the Court.

19. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(a).

20. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

21. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

22. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Exhibit 1

Form Trade Agreement

THIS TRADE AGREEMENT IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN. ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT FOR ANY SUCH CHAPTER 11 PLAN. THE INFORMATION IN THIS TRADE AGREEMENT IS SUBJECT TO CHANGE. THIS TRADE AGREEMENT IS NOT AN OFFER TO SELL ANY SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY ANY SECURITIES.

TRADE AGREEMENT

Eddie Bauer LLC and its debtor affiliates (collectively, the “Debtors”), on the one hand, and the supplier identified in the signature block below (the “Supplier”), on the other hand, hereby enter into the following trade agreement (this “Trade Agreement”) dated as of the latest date in the signature blocks below.

Recitals

WHEREAS on February 9, 2026 (the “Petition Date”), the Debtors each filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of New Jersey (the “Court”).

WHEREAS on February 10, 2026, the Court entered the *Interim Order (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Vendors, 503(B)(9) Claimants, and Lien Claimants; (II) Granting Administrative Expense Priority to Undisputed Obligations on Account of Outstanding Orders; and (III) Granting Related Relief* [Docket No. 64] (the “Critical Vendor Order”), attached hereto as **Annex 1**, authorizing the Debtors on an interim basis, under certain conditions, to pay the prepetition claims of certain suppliers, including the Supplier, subject to the terms and conditions set forth therein.¹

WHEREAS prior to the Petition Date, the Supplier delivered goods to the Debtors and/or performed services for the Debtors, and the Debtors paid the Supplier for such goods and/or services, according to Customary Trade Terms (as defined herein).

WHEREAS the Debtors and the Supplier (each a “Party,” and collectively, the “Parties”) agree to the following terms as a condition of payment on account of certain prepetition claims the Supplier may hold against the Debtors.

Agreement

1. Recitals. The foregoing recitals are incorporated herein by reference as if set forth at length herein.

2. Supplier Payment. The Supplier represents and agrees that, after due investigation, the sum of all amounts currently due and owing by the Debtors to the Supplier as of the Petition Date is \$[●] (the “Agreed Supplier Claim”). Within ten business days of execution of this

¹ Capitalized terms used but not defined herein shall have the meanings set forth in the Critical Vendor Order.

Trade Agreement, the Debtors shall pay the Supplier \$[●] on account of, and in full and final satisfaction of, its Agreed Supplier Claim (the “Supplier Payment”) (without interest, penalties, or other charges). For the avoidance of doubt, any amounts that become due and owing by the Debtors to the Supplier for goods or services provided after the Petition Date shall continue to be due and owing and shall be paid in the ordinary course pursuant to the Parties’ agreed-upon payment terms.

3. Agreement to Supply.

- a. The Supplier shall supply goods to and/or perform services for the Debtors, and the Debtors shall accept and pay for goods and/or services, as applicable, from the Supplier (to the extent the Debtors seeks such goods and/or services), until the Termination Date based on those trade terms at least as favorable to the Debtors as those practices and programs (including credit limits, pricing, cash discounts, the number of days for timing of payments and payment terms, allowances, as may be incorporated or contemplated by any agreements between the Parties or based on historic practice, as applicable, product mix, availability, and other programs) in place in the twelve months prior to the Petition Date, or are otherwise acceptable to the Debtors in light of customary industry practices, except for any partial payments or other payments (or assurances) the Debtors made with respect to any unfinished product, which shall be as follows (the “Customary Trade Terms”):
 - [●];
 - [●]; and
 - [●].
- b. “Termination Date” means until the earlier of: (i) the effective date of a chapter 11 plan in the Debtors’ chapter 11 cases; (ii) the closing of a sale of all or substantially all of the Debtors’ assets pursuant to section 363 of the Bankruptcy Code, resulting in a cessation of the Debtors’ business operations; (iii) the liquidation of the Debtors or conversion of the Debtor’s chapter 11 cases to cases under chapter 7 of the Bankruptcy Code; (iv) the assignment of the Supplier’s contract to a third party; or (v) written agreement of the Debtors.
- c. The Customary Trade Terms may not be modified, adjusted, or reduced in a manner adverse to the Debtors except as agreed to in a signed writing by the Parties (email being sufficient).
- d. The Supplier shall continue to honor any existing allowances, credits, contractual obligations, or balances that were accrued as of the Petition Date and shall apply all such allowances, credits, or balances towards future orders in the ordinary course of business.
- e. The Supplier shall continue all shipments of goods in the ordinary course and shall fill orders for goods requested by the Debtors in the ordinary course of business pursuant to the Customary Trade Terms, and the Debtors shall pay Supplier for the goods shipped pursuant to Customary Trade Terms.

- f. The Supplier shall not be permitted to cancel any contract, agreement, or arrangement pursuant to which they provide services to the Debtors prior to the Termination Date.

4. Other Matters.

- a. The Supplier agrees that it shall not require a lump-sum payment upon the effective date of a plan in the Debtors' chapter 11 cases on account of any outstanding administrative claims the Supplier may assert arising from the delivery of postpetition goods or services, to the extent that payment of such claims is not yet due. The Supplier agrees that such claims will be paid in the ordinary course of business after confirmation of a plan pursuant to the Customary Trade Terms then in effect.
- b. The Supplier will not separately seek payment from the Debtors on account of any prepetition claim (including, without limitation, any reclamation claim or any claim pursuant to section 503(b)(9) of the Bankruptcy Code) outside the terms of this Trade Agreement or a chapter 11 plan confirmed in the Debtors' chapter 11 cases.
- c. The Supplier will not file or otherwise assert against the Debtors, its assets, or any other person or entity or any of their respective assets or property (real or personal) any lien, regardless of the statute or other legal authority upon which the lien is asserted, related in any way to any remaining prepetition amounts allegedly owed to the Supplier by the Debtors arising from prepetition agreements or transactions. Furthermore, if the Supplier has taken steps to file or assert such a lien prior to entering into this Trade Agreement, the Supplier will promptly take all necessary actions to remove such liens and hereby authorizes the Debtors to take any such actions on its behalf.

5. Breach.

- a. In the event that the Debtors breach this Trade Agreement by failing to pay the Supplier Payment when due or postpetition invoices pursuant to Customary Trade Terms and such breach remains uncured for three (3) business days following the Supplier's providing notice thereof to the Debtors, the Supplier may cease to provide future goods or services to the Debtors and retain any Supplier Payment received without constituting a breach of this Trade Agreement, and the Supplier shall be automatically provided an administrative claim for any unpaid post-petition goods or services provided pursuant to the terms of this Trade Agreement.
- b. In the event that the Supplier fails to satisfy its undisputed obligations arising under this Trade Agreement (a "Supplier Breach"), upon not less than ten (10) days' written notice to the Supplier, the Supplier shall

promptly pay to the Debtors immediately available funds in an amount equal to the Supplier Payment.

- c. The Supplier agrees and acknowledges that irreparable damage would occur in the event of a Supplier Breach and remedies at law would not be adequate to compensate the Debtors. Accordingly, the Supplier agrees that, in the event of a Supplier Breach, the Debtors shall have the right, in addition to any other rights and remedies existing in its favor, to seek an injunction or injunctions by ordinary motion to the Court (without, for the avoidance of doubt, any requirement that the Debtors commence an adversary proceeding pursuant to Bankruptcy Rule 7003), to prevent breaches of the provisions of this Trade Agreement and to enforce its rights and obligations hereunder, not only by an action or actions for damages, but also by an action or actions for specific performance, injunctive relief, and/or other equitable relief. The right to equitable relief, including specific performance or injunctive relief, in the event of a Supplier Breach, shall exist notwithstanding, and shall not be limited by, any other provision of this Trade Agreement. The Supplier hereby waives any defense that a remedy at law is adequate and any requirement to post bond or other security in connection with actions instituted for specific performance, injunctive relief, or other equitable remedies.

6. Notice.

If to the Supplier, then to the person and address identified in the signature block hereto.

If to the Debtors:

Eddie Bauer LLC
6501 Legacy Drive, Suite B100
Plano, TX 75024
Attn: Dawn Wolverton, Secretary
Email: dawn.wolverton@catalystbrands.com
with a copy to:

Kirkland & Ellis LLP,
601 Lexington Avenue
New York, New York 10022
Attn.: Joshua A. Sussberg, P.C., Matthew C. Fagen, P.C., and Oliver Paré Emails:
joshua.sussberg@kirkland.com, matthew.fagen@kirkland.com, and
oliver.pare@kirkland.com

7. Representations and Acknowledgements. The Parties agree, acknowledge, and represent that:

- a. the Parties have reviewed the terms and provisions of the Critical Vendor Order and this Trade Agreement and consent to be bound by such terms and that this Trade Agreement is expressly subject to the procedures approved pursuant to the Critical Vendor Order;

- b. any payments made on account of the Agreed Supplier Claim shall be subject to the terms and conditions of the Critical Vendor Order;
- c. if the Supplier refuses to supply goods or services to the Debtors as provided herein or otherwise fails to perform any of its obligations hereunder, the Debtors may exercise all rights and remedies available under the Critical Vendor Order, the Bankruptcy Code, or applicable law; and
- d. in the event of disagreement between the Parties regarding whether a breach has occurred and agreement cannot be reached between the Parties, either Party may apply to the Court for a determination of their relative rights, in which event no action may be taken by either Party, including, but not limited to, discontinuing shipment of goods or provision of services, as applicable, from the Supplier to the Debtors, until a ruling of the Court is obtained.

8. Confidentiality. In addition to any other obligations of confidentiality between the Supplier and Debtors, the Supplier agrees to hold in confidence and not disclose to any party: (a) this Trade Agreement; (b) any and all payments made by the Debtors pursuant to this Trade Agreement; (c) the terms of payment set forth herein; and (d) the Customary Trade Terms (collectively, the "Confidential Information"); *provided* that if any party seeks to compel the Supplier's disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Supplier intends to disclose any or all of the Confidential Information, the Supplier shall immediately provide the Debtors with prompt written notice so that the Debtors may seek an injunction, protective order, or any other available remedy to prevent such disclosure; *provided, further*, that if such remedy is not obtained, the Supplier shall furnish only such information as the Supplier is legally required to provide.

9. Miscellaneous.

- a. The Parties hereby represent and warrant that: (i) they have full authority to execute this Trade Agreement on behalf of the respective Parties; (ii) the respective Parties have full knowledge of, and have consented to, this Trade Agreement; and (iii) they are fully authorized to bind that Party to all of the terms and conditions of this Trade Agreement.
- b. This Trade Agreement sets forth the entire understanding of the Parties regarding the subject matter hereof and supersedes all prior oral or written agreements between them. This Trade Agreement may not be changed, modified, amended, or supplemented, except in a writing signed by both Parties. Moreover, Supplier agrees to vote all claims now or hereafter beneficially owned by Supplier in favor of, and not take any direct or indirect action to oppose or impede confirmation of, any chapter 11 plan proposed by the Debtors on a timely basis in accordance with the applicable procedures set forth in any related disclosure statement and accompanying solicitation materials, and timely return a duly-executed ballot to the Debtors in connection therewith as long as such chapter 11 plan provides for a treatment of any Agreed Supplier Claim that is materially consistent with this Trade Agreement.

- c. Signatures by facsimile or electronic signatures shall count as original signatures for all purposes.
- d. This Trade Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.
- e. The Parties hereby submit to the exclusive jurisdiction of the Court to resolve any dispute with respect to or arising from this Trade Agreement.
- f. This Trade Agreement shall be deemed to have been drafted jointly by the Parties, and any uncertainty or omission shall not be construed as an attribution of drafting by any Party.

[Signature Page Follows]

AGREED AND ACCEPTED AS OF THE LATEST DATE SET FORTH BELOW:

[DEBTOR ENTITY]

[SUPPLIER]

/s/ DRAFT

By: [●]

Title: [●]

Date: [●], 2026

/s/ DRAFT

By: [●]

Title: [●]

Address: [●]

[●]

Date: [●], 2026

This is Exhibit “K” referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Charlestown, in the State of Massachusetts, before me at the City of Toronto, in the Province of Ontario, on March 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, appearing to read "M. Dick", is written above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S



Order Filed on March 3, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

**KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP**

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
Matthew C. Fagen, P.C. (admitted *pro hac vice*)
Oliver Paré (admitted *pro hac vice*)

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New York, New York 10022
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matthew.fagen@kirkland.com
oliver.pare@kirkland.com

-and-

COLE SCHOTZ P.C.
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Hackensack, New Jersey 07601
Telephone: (201) 489-3000
msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com

*Proposed Co-Counsel to the Debtors and
the Debtors in Possession*

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11422 (SLM)

(Jointly Administered)

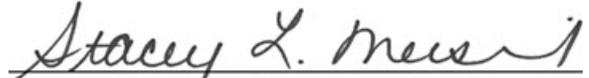
¹ The last four digits of Debtor Eddie Bauer LLC's tax identification number are 6060. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.stretto.com/EddieBauer>. The location of Debtor Eddie Bauer LLC's principal place of business is 10401 Northeast 8th Street, Suite 500, Bellevue, WA 98004; the Debtors' service address in these chapter 11 cases is 6501 Legacy Drive, Suite B100, Plano, TX 75024.

FINAL ORDER
(I) AUTHORIZING THE DEBTORS
TO (A) MAINTAIN INSURANCE AND SURETY
COVERAGE AND THE SURETY STANDBY LETTER OF
CREDIT ENTERED INTO PREPETITION AND PAY RELATED
PREPETITION OBLIGATIONS AND (B) RENEW, SUPPLEMENT,
MODIFY, OR PURCHASE INSURANCE, SURETY COVERAGE, AND
LETTERS OF CREDIT; AND (II) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through ten (10), is

ORDERED.

DATED: March 3, 2026



Honorable Stacey L. Meisel
United States Bankruptcy Judge

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage and the Surety Standby Letter of Credit Entered into Prepetition and Pay Related Prepetition Obligations and (B) Renew, Supplement, Modify, or Purchase Insurance, Surety Coverage, and Letters of Credit; and (II) Granting Related Relief

Upon the Debtors' motion (the "Motion"),² for entry of a final order (this "Final Order"): (a) authorizing, but not directing, the Debtors to (i) maintain insurance and surety coverage under the insurance policies, the surety bonds, and the letter of credit entered into prepetition and pay related prepetition obligations in the ordinary course of business and (ii) renew, supplement, modify, or purchase insurance, surety coverage, and letters of credit in the ordinary course of business on a postpetition basis; and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any,

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

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage and the Surety Standby Letter of Credit Entered into Prepetition and Pay Related Prepetition Obligations and (B) Renew, Supplement, Modify, or Purchase Insurance, Surety Coverage, and Letters of Credit; and (II) Granting Related Relief

establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY**

ORDERED THAT:

1. The Motion is **GRANTED** on a final basis as set forth herein.
2. Any objections to the entry of this Final Order, to the extent not withdrawn or settled, are overruled.
3. The Debtors, either directly or through SPARC, as applicable, are authorized, but not directed, to: (a) maintain, continue, renew, amend, supplement, extend, and/or cancel the existing Insurance Policies in the ordinary course of business, including, but not limited to, the Insurance Policies identified on Exhibit C attached to the Motion and any related agreements; (b) purchase new insurance policies and execute new agreements related thereto in the ordinary course of business; (c) pay any prepetition or postpetition obligations related to the Insurance Policies and any related expenses in cash, including, but not limited to, any amounts owed, either Directly or through SPARC, to the Insurance Carriers, and other related parties as such amounts come due in the ordinary course of business; and (d) replace any of the Insurance Carriers or other parties as necessary, in each case, to the extent that the Debtors determine, in their business judgment, that such action is in the best interest of their estates. To the extent the Debtors seek to enter into any new insurance premium financing agreements, such additional insurance premium financing agreements must be approved by this Court pursuant to section 364 of the Bankruptcy Code.

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage and the Surety Standby Letter of Credit Entered into Prepetition and Pay Related Prepetition Obligations and (B) Renew, Supplement, Modify, or Purchase Insurance, Surety Coverage, and Letters of Credit; and (II) Granting Related Relief

4. The Debtors, either directly or through SPARC, as applicable, are authorized, but not directed, to: (a) maintain, continue, renew, amend, supplement, extend, and/or cancel the existing Surety Bond Program in the ordinary course of business, including, but not limited to, the Surety Bonds identified on Exhibit D attached to the Motion and any related agreements; (b) purchase new surety bonds and/or execute new agreements in connection with the Surety Bond Program in the ordinary course of business; (c) pay any prepetition or postpetition obligations related to the Surety Bond Program and any related expenses in cash, including, but not limited to, any amounts owed to the Surety Providers, and other related parties as such amounts come due in the ordinary course of business; and (d) replace any of the Surety Providers or other parties as necessary, if the Debtors determine, in their business judgment, that doing so is in the best interest of their estates.

5. The Debtors, either directly or through SPARC, as applicable, are authorized, but not directed, to: (a) maintain, continue, renew, amend, supplement, extend, and/or cancel any existing surety standby letters of credit (collectively, the “Surety Standby Letters of Credit”)¹ in the ordinary course of business; (b) pay any prepetition or postpetition obligations related to the Surety Standby Letters of Credit and any related expenses in cash, including, but not limited to,

¹ The terms of this Final Order and the predecessor Interim Order apply to all of the Surety Standby Letters of Credit that the Debtors maintain, either directly or through SPARC, including the six Surety Standby Letters of Credit with Wells Fargo Bank, National Association, PNC Bank, National Association, and Bank of America, N.A. as the fronting banks, each of which secures the Surety Providers in whole or in part, notwithstanding the fact that the Motion described a single Surety Standby Letter of Credit in favor of each of the Debtors’ Surety Providers.

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage and the Surety Standby Letter of Credit Entered into Prepetition and Pay Related Prepetition Obligations and (B) Renew, Supplement, Modify, or Purchase Insurance, Surety Coverage, and Letters of Credit; and (II) Granting Related Relief

any amounts owed to the fronting banks under the Surety Standby Letters of Credit, and other related parties as such amounts come due in the ordinary course of business; and (d) replace the Surety Standby Letters of Credit as necessary, if the Debtors determine, in their business judgment, that doing so is in the best interest of their estates.

6. The Debtors are authorized, but not directed, to make payments in cash, either directly or through SPARC, on account of any postpetition audits related to the Insurance Policies or the Surety Bonds in the ordinary course of business.

7. To the extent that any Insurance Policies, Surety Bonds, the Surety Standby Letters of Credit, or any related obligations, contracts, or agreements are deemed an executory contract within the meaning of section 365 of the Bankruptcy Code, neither this Final Order nor any payments made in accordance with this Final Order shall constitute the postpetition assumption of any such Insurance Policies, Surety Bonds, the Surety Standby Letters of Credit, or any related obligation, contract, or agreement pursuant to section 365 of the Bankruptcy Code.

8. To the extent the Debtors subsequently become aware of additional Insurance Policies, Surety Bonds, or Surety Standby Letters of Credit that have not previously been disclosed, or to the extent the Debtors renew or enter into new Insurance Policies, Surety Bonds, or Surety Standby Letters of Credit, the Debtors shall disclose these policies and programs to the U.S. Trustee and the professional advisors to any statutory committees appointed in these chapter 11 cases, as soon as practicable, but in no event later than two (2) business days after

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage and the Surety Standby Letter of Credit Entered into Prepetition and Pay Related Prepetition Obligations and (B) Renew, Supplement, Modify, or Purchase Insurance, Surety Coverage, and Letters of Credit; and (II) Granting Related Relief

discovery, entry into, or renewal of such Insurance Policies, Surety Bonds, or Surety Standby Letters of Credit.

9. Notwithstanding anything in this Final Order, or in the predecessor Interim Order (and together with the Final Order, the “Orders”), to the contrary, nothing set forth in the Orders shall: (a) compel Zurich American Insurance Company or any of its affiliates or subsidiaries (collectively “Zurich”) to provide postpetition surety credit to any of the Debtors without Zurich’s consent, including an agreement for postpetition surety credit acceptable to Zurich; (b) compel Zurich to consent to the extension, renewal, or continuation in force of any surety bond without its consent, except as applicable bankruptcy and non-bankruptcy law may provide or require prior to and/or in absence of such Orders; (c) modify, affect, alter, diminish, or reduce the existing rights of Zurich in any collateral it may hold for any surety bonds, including, but not limited to, any letter of credit or the proceeds thereof and the right to draw upon the same according to such letter of credit’s applicable terms, in each case, in accordance with the applicable, enforceable underlying agreements, without Court approval; and/or (d) modify, affect, alter, diminish, or reduce the existing rights of Zurich under any surety bond, in any written indemnity agreement, and/or in a letter of credit agreement with any entity, or any existing rights or claims arising in favor of Zurich, whether prepetition or postpetition, including, but not limited to, by reason of any written indemnity agreement with any entity or by operation of equitable subrogation. Nothing herein is an admission by Zurich, the Lenders (as defined in the Cash Collateral Order), or the Debtors, or

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage and the Surety Standby Letter of Credit Entered into Prepetition and Pay Related Prepetition Obligations and (B) Renew, Supplement, Modify, or Purchase Insurance, Surety Coverage, and Letters of Credit; and (II) Granting Related Relief

a determination by the Court, regarding any claims under any bonds or indemnity agreements, and all parties reserve any and all rights and defenses in connection therewith.

10. Any amounts contemplated to be paid, and actually paid, by this Final Order, shall be subject to, and paid in accordance with, the *Interim Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the “Interim Cash Collateral Order”), *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,” and together with the Interim Cash Collateral Order, the “Cash Collateral Order”), and Approved Budget (as defined in the Cash Collateral Order).

11. Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this Final Order granting the relief requested by the Motion is intended as or should be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, priority of, or validity of any particular claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors’ rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage and the Surety Standby Letter of Credit Entered into Prepetition and Pay Related Prepetition Obligations and (B) Renew, Supplement, Modify, or Purchase Insurance, Surety Coverage, and Letters of Credit; and (II) Granting Related Relief

assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code or otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof of claim. Nothing contained in this Final Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim on account of such claim not being paid.

12. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

13. The Debtors shall continue to maintain a matrix or schedule of payments made pursuant to the Interim Order and this Final Order. The Debtors shall provide a copy of such matrix/schedule to: (a) Otterbourg P.C., counsel to the Prepetition ABL Administrative Agent; (b) Ropes & Gray LLP, counsel to the Consenting Prepetition Term Loan Agent; (c) Choate, Hall & Stewart LLP, counsel to the Prepetition Subordinated Loan Agent; (d) the U.S. Trustee; and (e) Pachulski Stang Ziehl & Jones LLP, counsel to the Official Committee of Unsecured Creditors within fifteen (15) days of the end of each calendar month beginning upon entry of the Interim Order.

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage and the Surety Standby Letter of Credit Entered into Prepetition and Pay Related Prepetition Obligations and (B) Renew, Supplement, Modify, or Purchase Insurance, Surety Coverage, and Letters of Credit; and (II) Granting Related Relief

14. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

15. Nothing in this Final Order directs the Debtors to accelerate any payments not otherwise due.

16. Notwithstanding Bankruptcy Rule 2002(a)(2), to the extent applicable, the Debtors may limit service of the Motion only to the core service list and affected creditors. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

17. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(a).

18. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

19. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

20. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

This is Exhibit “L” referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Charlestown, in the State of Massachusetts, before me at the City of Toronto, in the Province of Ontario, on March 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S



Order Filed on March 3, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

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*Proposed Co-Counsel to the Debtors and
the Debtors in Possession*

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11422 (SLM)

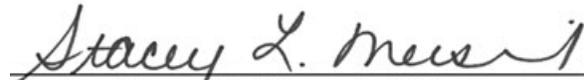
(Jointly Administered)

¹ The last four digits of Debtor Eddie Bauer LLC's tax identification number are 6060. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.stretto.com/EddieBauer>. The location of Debtor Eddie Bauer LLC's principal place of business is 10401 Northeast 8th Street, Suite 500, Bellevue, WA 98004; the Debtors' service address in these chapter 11 cases is 6501 Legacy Drive, Suite B100, Plano, TX 75024.

**FINAL ORDER (I) AUTHORIZING THE PAYMENT
OF CERTAIN TAXES AND FEES AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through eight (8), is
ORDERED.

DATED: March 3, 2026


**Honorable Stacey L. Meisel
United States Bankruptcy Judge**

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief

Upon the Debtors' motion (the "Motion"),² for entry of a final order (this "Final Order"): (a) authorizing the Debtors to negotiate, remit, and pay (or use tax credits to offset) various taxes and fees in the ordinary course of business that are payable or become payable during these chapter 11 cases, including any obligations arising on account of any assessments, or otherwise to be owed for periods prior to, including, or following the Petition Date, without regard to whether such obligations accrued or arose before, on, or after the Petition Date, as necessary; and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and

² Capitalized terms used by not otherwise defined herein have the meanings ascribed to them in the Motion.

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief

upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on a final basis as set forth herein.
2. Any objections to the entry of this Final Order, to the extent not withdrawn or settled, are overruled.
3. The Debtors are authorized, but not directed, on a final basis, either directly or through SPARC, as applicable, to negotiate, remit, and pay (or use tax credits to offset) the Taxes and Fees (including those arising as a result of the Audits or corresponding Assessments) in the ordinary course of business that are payable or become payable during these chapter 11 cases, including any obligations owed for periods prior to, including, or following the Petition Date, without regard to whether such obligations accrued or arose before, on, or after the Petition Date, as necessary; *provided* that the Debtors shall not be required to pay any of the Taxes and Fees before such Taxes and Fees are due to the applicable Authority. Notwithstanding anything to the contrary herein or in the Motion, in the event the Debtors make a payment, either directly or through SPARC, with respect to any of the Taxes and Fees for the prepetition portion of any “straddle” period amount, and this Court subsequently determines such amount was not entitled to priority or administrative treatment under section 507(a)(8) or 503(b)(1)(B) of the Bankruptcy Code, the Debtors may (but shall not be required to) seek an order from the Court requiring a return of such amounts, and the payment of such amount shall, upon order of the Court, be refunded to the Debtors.

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief

4. The Debtors are authorized, but not directed, either directly or through SPARC, to settle some or all of the prepetition Taxes and Fees for less than their face amount without further notice or hearing.

5. Notwithstanding anything to the contrary herein or in the Motion, the Debtors are authorized, but not directed, on a final basis, either directly or through SPARC, as applicable, to file amended tax returns, including for prepetition periods, and pay, either directly or through SPARC, as applicable, any of the Taxes and Fees in cash in connection therewith.

6. The Debtors are authorized either directly or through SPARC, to pay any prepetition or postpetition amounts owed to the Tax Service Providers in cash and to continue to make payments to the Tax Service Providers in cash as such amounts come due and payable in the ordinary course of business on a postpetition basis.

7. The Debtors shall continue to maintain a matrix or schedule of payments made pursuant to the Interim Order and this Final Order, including the following information: (a) the names of the payee; (b) the nature, date, and amount of the payment; (c) the category or type of payment as characterized in the Motion; and (d) the Debtor or Debtors that made the payment. The Debtors shall provide a copy of such matrix/schedule to (a) Otterbourg P.C., counsel to the Prepetition ABL Administrative Agent; (b) Ropes & Gray LLP, counsel to the Consenting Prepetition Term Loan Agent; (c) Choate, Hall & Stewart LLP, counsel to the Prepetition Subordinated Loan Agent; (d) the U.S. Trustee; and (e) Pachulski Stang Ziehl & Jones LLP, counsel to the Official Committee of Unsecured Creditors within fifteen (15) days of the end of each calendar month beginning upon entry of the Interim Order.

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief

8. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Final Order shall create any rights in favor of, or enhance the status of any claim held by, any of the Authorities.

9. To the extent that the Debtors have overpaid any Taxes and Fees, the Debtors are authorized either directly or through SPARC, as applicable, to seek a refund or credit.

10. The Debtors' rights, either directly or through SPARC, as applicable, to contest the validity or priority of any of the Taxes and Fees on any grounds they deem appropriate are reserved and extend to the payment of the Taxes and Fees relating to Audits that have been completed, are in progress, or arise from prepetition periods.

11. Any amounts contemplated to be paid, and actually paid, by this Final Order, shall be subject to, and paid in accordance with, the *Interim Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the "Interim Cash Collateral Order"), *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," and together with the Interim Cash Collateral Order, the "Cash Collateral Order"), and Approved Budget (as defined in the Cash Collateral Order).

12. Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this Final Order granting the relief requested by the Motion is intended as or should be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, priority of, or validity of any particular claim against a Debtor entity under

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief

the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code or otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof of claim. Nothing contained in this Final Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim on account of such claim not being paid.

13. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein and to the extent authorized by this Final Order.

14. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief

15. Nothing in this Final Order directs the Debtors to accelerate any payments not otherwise due.

16. Notwithstanding Bankruptcy Rule 2002(a)(2), to the extent applicable, the Debtors may limit service of the Motion only to the core service list and affected creditors. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

17. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(a).

18. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

19. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

20. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

This is Exhibit “M” referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Charlestown, in the State of Massachusetts, before me at the City of Toronto, in the Province of Ontario, on March 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S



Order Filed on March 3, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

**KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP**

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
Matthew C. Fagen, P.C. (admitted *pro hac vice*)
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-and-

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fyudkin@coleschotz.com

*Proposed Co-Counsel to the Debtors and
the Debtors in Possession*

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11422 (SLM)

(Jointly Administered)

¹ The last four digits of Debtor Eddie Bauer LLC's tax identification number are 6060. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.stretto.com/EddieBauer>. The location of Debtor Eddie Bauer LLC's principal place of business is 10401 Northeast 8th Street, Suite 500, Bellevue, WA 98004; the Debtors' service address in these chapter 11 cases is 6501 Legacy Drive, Suite B100, Plano, TX 75024.

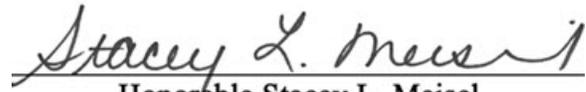
FINAL ORDER

(I) APPROVING THE DEBTORS' PROPOSED ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE UTILITY SERVICES; (II) PROHIBITING UTILITY PROVIDERS FROM ALTERING, REFUSING, OR DISCONTINUING SERVICES; (III) APPROVING THE DEBTORS' PROPOSED PROCEDURES FOR RESOLVING ADEQUATE ASSURANCE REQUESTS, (IV) AUTHORIZING FEE PAYMENTS TO THE UTILITY AGENTS; AND (V) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through fourteen (14), is

ORDERED.

DATED: March 3, 2026


Honorable Stacey L. Meisel
United States Bankruptcy Judge

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Debtors: EDDIE BAUER LLC, et al.

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services; (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services; (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, (IV) Authorizing Fee Payments to the Utility Agents; and (V) Granting Related Relief

Upon the Debtors' motion (the "Motion")² for entry of a final order (this "Final Order"): (a) approving the Debtors' proposed adequate assurance of payment for future utility services; (b) prohibiting utility providers from altering, refusing, or discontinuing services; (c) approving the Debtors' proposed procedures for resolving adequate assurance requests; (d) authorizing fee payments to the Debtors' utility agents; and (e) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this

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

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Debtors: EDDIE BAUER LLC, et al.

Case No. 26-11422 (SLM)

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Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY**

ORDERED THAT:

1. The Motion is **GRANTED** on a final basis as set forth herein.
2. Any objections to the entry of this Final Order, to the extent not withdrawn or settled, are overruled.
3. Subject to the Adequate Assurance Procedures for resolving Adequate Assurance Requests, the Adequate Assurance Deposit, together with the Debtors' cash on hand and their ability to pay for future Utility Services in the ordinary course of business, shall constitute adequate assurance of future payment as required by section 366(c)(2) of the Bankruptcy Code without prejudice to the rights of Subsequently Identified Utility Providers to seek relief in the future pursuant to section 366(c)(3)(A) of the Bankruptcy Code.
4. The Debtors are authorized to satisfy any prepetition Utility Agent Fees owed to the Utility Agents absent further order of this Court and to continue to utilize the Utility Agents in connection with the administration of the Utility Services on a postpetition basis in the ordinary course of business.
5. The following Adequate Assurance Procedures, outlined below, are hereby approved on a final basis:
 - a. Within twenty (20) calendar days of the entry of the Interim Order approving the Debtors' use of cash collateral, the Debtors deposited the Adequate Assurance Deposit of approximately \$202,000 calculated in the manner set forth in paragraph 12 of the Motion, in the Adequate Assurance Account.

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Debtors: EDDIE BAUER LLC, et al.

Case No. 26-11422 (SLM)

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- b. The funds in the Adequate Assurance Account in the amount set forth for each Utility Provider in the column labeled "Proposed Adequate Assurance Amount" on the Utility Providers List attached to the Motion as Exhibit C (as may be amended or modified in accordance with this Final Order), together with the Debtors' cash on hand and their ability to pay for future Utility Services in the ordinary course of business, shall constitute adequate assurance of payment for the purpose of section 366 of the Bankruptcy Code for each Utility Provider.
- c. A Utility Provider may request a disbursement from the Adequate Assurance Account if the Debtors have not satisfied their postpetition payment obligation with respect to the Utility Services in accordance with the terms and conditions of such service, and such payment obligation remains unpaid beyond any applicable grace period. No disbursement will be made for an Adequate Assurance Request from the Adequate Assurance Account unless the requesting Utility Provider provides notice to the following parties: (i) the Debtors, Eddie Bauer LLC, 6501 Legacy Drive, Suite B100 Plano, Texas 75024, Attn.: Dawn Wolverton (dawn.wolverton@catalystbrands.com); (ii) proposed co-counsel to the Debtors, (a) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com), Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), and Felice R. Yudkin (fyudkin@coleschotz.com); (iii) the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Fran B. Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov); and (iv) proposed counsel to the Official Committee of Unsecured Creditors, Pachulski Stang Ziehl & Jones LLP, 1700 Broadway, 36th Floor, New York, New York, 10019 Attn. Robert Feinstein (rfeinstein@pszjlaw.com), Brad Sandler (bsandler@pszjlaw.com), and Shirley Cho (scho@pszjlaw.com) (collectively, the "Notice Parties"). The Debtors shall honor such request within ten business days after the date the request is received by the Debtors, subject to the ability of the Debtors and any such requesting Utility Provider

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Debtors: EDDIE BAUER LLC, et al.

Case No. 26-11422 (SLM)

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to resolve any dispute regarding such request without the need for further order of this Court. To the extent any Utility Provider receives a disbursement from the Adequate Assurance Account, the Debtors shall replenish the Adequate Assurance Account in the amount so disbursed.

- d. A Utility Provider holding a Prepetition Deposit is permitted to maintain its Prepetition Deposit in addition to its right to its applicable allocation of funds in the Adequate Assurance Account; *provided* that the Debtors may reduce the proposed Adequate Assurance Amount with respect to any Utility Provider holding a Prepetition Deposit on a dollar-for-dollar basis by the amount of such Prepetition Deposit such that the proposed Adequate Assurance Amount *plus* such Prepetition Deposit equals approximately one-half of the Debtors' historical monthly cost of Utility Services from such Utility Provider. Such Utility Provider may not, absent a separate order granting relief from section 362 of the Bankruptcy Code following notice and a hearing, apply such Prepetition Deposit to any prepetition amounts that the Debtors owe.
- e. The Debtors may reduce or remove a Utility Provider's portion of the Adequate Assurance Deposit with the consent of such Utility Provider at any time during the chapter 11 cases.
- f. The portion of the Adequate Assurance Deposit attributable to each Utility Provider (including any additional amount deposited upon request of any applicable Utility Provider) shall be returned to the Debtors (i) automatically, without the need for further order of this Court, upon the earlier of (A) the reconciliation and payment by the Debtors of the Utility Provider's final invoice in accordance with applicable nonbankruptcy law following the Debtors' termination of Utility Services from such Utility Provider, (B) the effective date of any chapter 11 plan confirmed in these chapter 11 cases, (C) the consummation of a sale, pursuant to section 363 of the Bankruptcy Code, of all or substantially all the assets of the Debtors, or (D) the conversion or dismissal of these chapter 11 cases; or (ii) as otherwise ordered by this Court.
- g. Any Utility Provider desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance (an "Adequate Assurance Request") on the Notice Parties within thirty (30) days following the Petition Date. Any Utility Provider that

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Debtors: EDDIE BAUER LLC, et al.

Case No. 26-11422 (SLM)

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objects to the Debtors' Proposed Adequate Assurance must serve an Adequate Assurance Request on the Notice Parties; *provided* that any Subsequently Identified Utility Provider desiring additional assurance of payment in the form of deposits, prepayments, or otherwise must serve an Adequate Assurance Request on the Notice Parties within fourteen (14) days of service of the Motion and this Final Order.

- h. Any Adequate Assurance Request must: (i) be in writing; (ii) identify the location(s) for which the Utility Services are provided and the account number(s) for such location(s); (iii) include a summary of the Debtors' payment history relevant to the affected account(s), including the outstanding balance for each such account and any associated Prepetition Deposits; (iv) provide evidence that the Debtors have a direct obligation to the Utility Provider; (v) certify that the Utility Provider does not already hold a Prepetition Deposit equal to or greater than approximately one-half of the Debtors' historical monthly cost of Utility Services from such Utility Provider; and (vi) explain why the Utility Provider believes the Proposed Adequate Assurance is insufficient under section 366 of the Bankruptcy Code.
- i. Unless a Utility Provider timely serves an Adequate Assurance Request in accordance with this Final Order, such Utility Provider shall be (i) deemed to have received adequate assurance of payment in satisfaction of section 366 of the Bankruptcy Code and (ii) prohibited from discontinuing, altering, or refusing utility services, otherwise discriminating against the Debtors on account of any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.
- j. Upon the Debtors' receipt of a timely Adequate Assurance Request, the Debtors and the Utility Provider that served such Adequate Assurance Request shall enter a twenty-one-calendar-day (21) period (the "Resolution Period") during which the Debtors may resolve the Utility Provider's Adequate Assurance Request. The Debtors and the Utility Provider may, without notice to any party-in-interest or further order of this Court, extend the Resolution Period by such additional period as they shall mutually agree. During the Resolution Period, the Debtors may, without further order from this Court, resolve any Adequate Assurance Request by mutual agreement with a Utility Provider, and the Debtors may, in connection with any such agreement, provide a Utility Provider with additional adequate

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Debtors: EDDIE BAUER LLC, et al.

Case No. 26-11422 (SLM)

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assurance of payment, including, but not limited to, cash deposits, prepayments, or other forms of security if the Debtors believe that such adequate assurance is reasonable.

k. If the Debtors and a Utility Provider that timely serves an Adequate Assurance Request are unable to reach a consensual resolution within the Resolution Period, or if a Utility Provider was omitted from the Utility Providers List and wishes to dispute whether they received adequate assurance of future payment pursuant to the procedures set forth in this Final Order, as required by section 366 of the Bankruptcy Code, the Debtors will request a hearing before this Court at the next regularly scheduled omnibus hearing to determine the adequacy of assurance of payment with respect to that particular Utility Provider (a "Determination Hearing") pursuant to section 366(c)(3) of the Bankruptcy Code.

l. At all times prior to resolution of such dispute at a Determination Hearing and the entry of any Court order as a result thereof, the relevant Utility Provider shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of (i) unpaid charges for prepetition services; (ii) a pending Adequate Assurance Request; or (iii) any objections filed in response to the Proposed Adequate Assurance.

6. The Utility Providers, including those Utility Providers paid by the Debtors' landlords, are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures. Notwithstanding anything to the contrary in this Final Order, nothing in this Final Order affects the rights and obligations of the Debtors or their landlords under section 365 of the Bankruptcy Code with respect to nonresidential real property leases.

7. Absent further order of this Court, all Utility Providers, including those Utility Providers paid by the Debtors' landlords or through the Utility Agents, are prohibited from altering, refusing, or discontinuing services on account of any unpaid prepetition charges, the

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Debtors: EDDIE BAUER LLC, et al.

Case No. 26-11422 (SLM)

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commencement of these chapter 11 cases, or any perceived inadequacy of the Proposed Adequate Assurance.

8. The Debtors are authorized to cause the Adequate Assurance Deposit to be held in the Adequate Assurance Account during the pendency of these chapter 11 cases. No liens senior to the interests of the Utility Providers shall encumber the Adequate Assurance Deposit or the Adequate Assurance Account until such time as the Adequate Assurance Deposit is returned to the Debtors pursuant to this Final Order or as otherwise ordered by this Court.

9. The inclusion of any entity in, as well as any omission of any entity from, the Utility Providers List shall not be deemed an admission by the Debtors that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

10. The Debtors are authorized, but not directed, to add or remove parties from the Utility Providers List; *provided* that, if a Utility Provider is removed from the Utility Providers List, the Debtors shall provide the applicable Utility Provider with fourteen (14) calendar days' notice thereof and the opportunity to respond to such removal. To the extent that there is any dispute as to the postpetition amounts owed to a Utility Provider or such Utility Provider's removal, such Utility Provider shall not be removed from the Utility Providers List, and no funds shall be removed from the Adequate Assurance Account on account of such Utility Provider, until such dispute has been resolved. To the extent the Debtors and the Utility Provider are unable to reach a consensual resolution within fourteen days of the Debtors' receipt of notice of such dispute,

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Debtors: EDDIE BAUER LLC, et al.

Case No. 26-11422 (SLM)

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the Debtors shall request a hearing before this Court at the next omnibus hearing date or such other date that the Debtor and the Utility Provider may agree.

11. For any Subsequently Identified Utility Provider, the Debtors shall serve such Utility Provider a copy of this Final Order, including the Adequate Assurance Procedures, within two business days of such Subsequently Identified Utility Provider being identified, and provide such Utility Provider fourteen (14) calendar days' notice to object to the inclusion of such Utility Provider on the Utility Providers List. If an objection is received, to the extent the Debtors and the Utility Provider are unable to reach a consensual resolution within fourteen days of the Debtors' receipt of such objection, the Debtors shall request a hearing before this Court at the next omnibus hearing date or such other date that the Debtor and the Utility Provider may agree. The Debtors shall increase the Adequate Assurance Deposit by an amount equal to approximately one-half of the Debtors' historical monthly cost of Utility Services from the Subsequently Identified Utility Provider as soon as possible, but not later than three (3) business days after such Subsequently Identified Utility Provider is identified. The terms of this Final Order and the Adequate Assurance Procedures shall apply to any Subsequently Identified Utility Provider to the same extent as if the Utility Provider was listed on the original Utility Providers List. The Debtors shall supplement Exhibit C to the Motion with the names of any Subsequently Identified Utility Provider and file the same with the Court and serve on the Subsequently Identified Utility Provider, the U.S. Trustee, and any statutory committee(s) appointed in these cases.

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Debtors: EDDIE BAUER LLC, et al.

Case No. 26-11422 (SLM)

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12. The relief granted herein is for all Utility Providers providing Utility Services to the Debtors and is not limited to those parties or entities listed on the Utility Providers List.

13. The Debtors are authorized, but not directed, in their discretion, to make payments on account of Utility Services in the ordinary course of business on a postpetition basis.

14. Any amounts contemplated to be paid, and actually paid, by this Final Order, shall be subject to, and paid in accordance with, the *Interim Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the "Interim Cash Collateral Order"), *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," and together with the Interim Cash Collateral Order, the "Cash Collateral Order"), and Approved Budget (as defined in the Cash Collateral Order).

15. Notwithstanding anything in this Final Order, or in the predecessor Interim Order (and together with the Final Order, the "Orders"), to the contrary, nothing set forth in the Orders shall: (a) compel Zurich American Insurance Company or any of its affiliates or subsidiaries (collectively "Zurich") to provide postpetition surety credit to any of the Debtors without Zurich's consent, including an agreement for postpetition surety credit acceptable to Zurich; (b) compel Zurich to consent to the extension, renewal, or continuation in force of any surety bond without its consent, except as applicable bankruptcy and nonbankruptcy law may provide or require prior to

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Debtors: EDDIE BAUER LLC, et al.

Case No. 26-11422 (SLM)

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and/or in absence of such Orders; (c) modify, affect, alter, diminish, or reduce the existing rights of Zurich in any collateral it may hold for any surety bonds, including, but not limited to, any letter of credit or the proceeds thereof and the right to draw upon the same according to such letter of credit's applicable terms, in each case, in accordance with the applicable, enforceable underlying agreements without Court approval; and/or (d) modify, affect, alter, diminish, or reduce the existing rights of Zurich under any surety bond, in any written indemnity agreement, and/or in a letter of credit agreement with any entity, or any existing rights or claims arising in favor of Zurich, whether prepetition or postpetition, including, but not limited to, by reason of any written indemnity agreement with any entity or by operation of equitable subrogation. Nothing herein is an admission by Zurich, the Lenders (as defined in the Cash Collateral Order), or the Debtors, or a determination by the Court, regarding any claims under any bonds or indemnity agreements, and all parties reserve any and all rights and defenses in connection therewith.

16. Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this Final Order granting the relief requested by the Motion is intended as or should be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, priority of, or validity of any particular claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular

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Debtors: EDDIE BAUER LLC, et al.

Case No. 26-11422 (SLM)

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claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code or otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof of claim. Nothing contained in this Final Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim on account of such claim not being paid.

17. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

18. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

19. Nothing in this Final Order directs the Debtors to accelerate any payments not otherwise due.

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Debtors: EDDIE BAUER LLC, et al.

Case No. 26-11422 (SLM)

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20. Notwithstanding Bankruptcy Rule 2002(a)(2), to the extent applicable, the Debtors may limit service of the Motion only to the core service list and affected creditors. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules.

21. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

22. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

23. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

This is Exhibit "N" referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Charlestown, in the State of Massachusetts, before me at the City of Toronto, in the Province of Ontario, on March 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S



Order Filed on March 3, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

**KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP**

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
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-and-

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*Proposed Co-Counsel to the Debtors and
the Debtors in Possession*

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11422 (SLM)

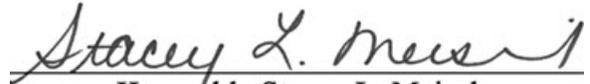
(Jointly Administered)

¹ The last four digits of Debtor Eddie Bauer LLC's tax identification number are 6060. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.stretto.com/EddieBauer>. The location of Debtor Eddie Bauer LLC's principal place of business is 10401 Northeast 8th Street, Suite 500, Bellevue, WA 98004; the Debtors' service address in these chapter 11 cases is 6501 Legacy Drive, Suite B100, Plano, TX 75024.

**FINAL ORDER (I) AUTHORIZING
THE DEBTORS TO (A) MAINTAIN AND ADMINISTER THEIR
CUSTOMER PROGRAMS AND (B) HONOR CERTAIN PREPETITION
OBLIGATIONS RELATED THERETO AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through six (6), is
ORDERED.

DATED: March 3, 2026



Honorable Stacey L. Meisel
United States Bankruptcy Judge

(Page | 3)

Debtors: EDDIE BAUER LLC, *et al.*
Case No. 26-11422 (SLM)
Caption of Order: Final Order (I) Authorizing the Debtors to (A) Maintain and Administer Their Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto and (II) Granting Related Relief

Upon the Debtors' motion (the "Motion")¹ for entry of a final order (this "Final Order"): (a) authorizing, but not directing, the Debtors to (i) maintain and administer their Customer Programs and (ii) honor certain prepetition obligations related thereto; and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on a final basis as set forth herein.

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to (A) Maintain and Administer Their Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto and (II) and Granting Related Relief

2. Any objections to the entry of this Final Order, to the extent not withdrawn or settled, are overruled.

3. The Debtors are authorized, but not directed, on a final basis, to: (a) continue to administer the Customer Programs (including, but not limited to, those described in the Motion) currently in effect; (b) honor any undisputed obligations related to the Customer Programs, whether incurred prepetition or postpetition as they come due, in each case in the ordinary course of business; and (c) modify, replace, supplement, or terminate any Customer Program in the ordinary course of business; *provided* that the relief granted in this Final Order shall be subject to, and governed by, the relief granted in and any orders entered in connection with, the Store Closing Motion.

4. Any amounts contemplated to be paid, and actually paid, by this Final Order, shall be subject to, and paid in accordance with, the *Interim Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the “Interim Cash Collateral Order”), *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,” and together with the Interim Cash Collateral Order, the “Cash Collateral Order”), and Approved Budget (as defined in the Cash Collateral Order).

5. Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this Final Order granting the relief requested by the Motion is

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to (A) Maintain and Administer Their Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto and (II) and Granting Related Relief

intended as or should be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, priority of, or validity of any particular claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code or otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof of claim. Nothing contained in this Final Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim on account of such claim not being paid.

6. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

7. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to (A) Maintain and Administer Their Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto and (II) and Granting Related Relief

to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

8. Nothing in this Final Order directs the Debtors to accelerate any payments not otherwise due.

9. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(a).

10. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

12. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

This is Exhibit "O" referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Charlestown, in the State of Massachusetts, before me at the City of Toronto, in the Province of Ontario, on March 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, appearing to read "M. Dick", is positioned above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S



Order Filed on March 3, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

**KIRKLAND & ELLIS LLP
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*Proposed Co-Counsel to the Debtors and
the Debtors in Possession*

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11422 (SLM)

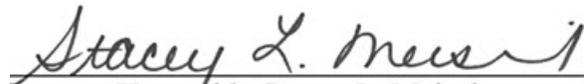
(Jointly Administered)

¹ The last four digits of Debtor Eddie Bauer LLC's tax identification number are 6060. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.stretto.com/EddieBauer>. The location of Debtor Eddie Bauer LLC's principal place of business is 10401 Northeast 8th Street, Suite 500, Bellevue, WA 98004; the Debtors' service address in these chapter 11 cases is 6501 Legacy Drive, Suite B100, Plano, TX 75024.

**ORDER (I) AUTHORIZING AND APPROVING
PROCEDURES TO REJECT OR ASSUME EXECUTORY CONTRACTS
AND UNEXPIRED LEASES; AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through eleven (11), is
ORDERED.

DATED: March 3, 2026



Honorable Stacey L. Meisel
United States Bankruptcy Judge

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases; and (II) Granting Related Relief

Upon the Debtors' motion (the "Motion")² for entry of an order (this "Order"): (a) authorizing and approving the Contract Procedures for rejecting, assuming, or assuming and assigning executory contracts and unexpired leases, and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on a final basis as set forth herein.
2. Any objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.

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

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Debtors: EDDIE BAUER LLC, *et al.*
Case No. 26-11422 (SLM)
Caption of Order: Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases; and (II) Granting Related Relief

3. The following Rejection Procedures are approved in connection with rejecting Contracts:

- a. **Rejection Notice.** The Debtors shall file a notice substantially in the form attached hereto as **Exhibit 1** (the “Rejection Notice”) indicating the Debtors’ intent to reject one or more Contracts pursuant to section 365 of the Bankruptcy Code, which Rejection Notice shall set forth, among other things: (i) the Contract(s) to be rejected; (ii) the Debtor or Debtors party to such Contract(s); (iii) the names and addresses of the counterparties to such Contract(s) (each, a “Rejection Counterparty,” and collectively, the “Rejection Counterparties”); (iv) in the case of a Contract that is a non-residential real property lease (a “Lease”) with respect to one of the Debtors’ brick-and mortar retail locations, the store number and address of the affected location, if applicable; (v) the proposed effective date of rejection for such Contract(s) (each, the “Rejection Date”); (vi) if any such Contract is a Lease, the personal property to be abandoned by Debtors (the “Abandoned Property”), if any, and a reasonable description of such Abandoned Property; (vii) if any such Contract is a Lease, any known third party having a secured interest in any remaining property, including personal property, furniture, fixtures, and equipment, located at the leased premises; and (viii) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice may list multiple Contracts in accordance with Bankruptcy Rule 6006. Further, the Rejection Notice shall include the proposed form of order (the “Rejection Order”) approving the rejection of the Contracts. No Contract shall be deemed rejected absent entry of an applicable Rejection Order.
- b. **Service of the Rejection Notice.** Within two business days following the filing of a Rejection Notice, the Debtors will cause such Rejection Notice to be served, regardless of the manner and means required for delivery of notices stated in the affected Contract(s): (i) by overnight service or e-mail upon the Rejection Counterparties affected by the Rejection Notice at the notice address provided in the applicable Contract (and upon such Rejection Counterparties’ counsel, if known, with e-mail service upon such counsel being sufficient) and all known parties that may have any interest in any applicable Abandoned Property, if any; and (ii) by first-class mail, e-mail, or fax, upon (A) the office of the United States Trustee for the District of New Jersey, Attn: Fran Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov); (B) counsel for the Committee of Unsecured Creditors appointed in these chapter 11 cases (the “Committee”); (C) the Debtors’ thirty largest unsecured creditors (on a consolidated basis); (D) the United States Attorney’s Office for the District

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Debtors: EDDIE BAUER LLC, *et al.*
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of New Jersey; (E) the Internal Revenue Service; (F) the office of the attorney general for each of the states in which the Debtors operate; and (G) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the “Master Notice Parties”).

- c. **Objection Procedures.** Parties objecting to a proposed rejection or to the Debtors’ proposed abandonment of the Abandoned Property must file and serve a written objection¹ such that it is **actually received** by the following parties (collectively the “Objection Service Parties”) no later than fourteen days after the date the Debtors file and serve the applicable Rejection Notice (the “Rejection Objection Deadline”):

(i) the Debtors, Eddie Bauer LLC, 6501 Legacy Drive, Suite B100 Plano, Texas 75024, Attn.: Dawn Wolverton (dawn.wolverton@catalystbrands.com); (ii) proposed co-counsel to the Debtors, (A) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com), Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com) and (B) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), and Felice R. Yudkin (fyudkin@coleschotz.com); (iii) the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Fran Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov); (iv) proposed counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 1700 Broadway, 36th Floor, New York, New York, 10019, Attn.: Robert Feinstein (rfeinstein@pszjlaw.com), Brad Sandler (bsandler@pszjlaw.com), and Shirley Cho (scho@pszjlaw.com); and (v) the applicable Rejection Counterparty and their counsel, if known.

- d. **No Objection Timely Filed.** If no objection or response to the rejection of a particular Contract is timely filed, including, in the case of a Lease, to the proposed abandonment of any Abandoned Property located at the leased premises, if any, the Debtors shall submit a Rejection Order under a certificate of no objection. Once the applicable Rejection Order is entered by this Court, each Contract for which no objection or response was timely filed shall be rejected as of the applicable Rejection Date set forth in the

¹ An objection to the rejection of any particular Contract listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract listed on such Rejection Notice.

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Debtors: EDDIE BAUER LLC, *et al.*

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Caption of Order: Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases; and (II) Granting Related Relief

applicable Rejection Order or such other date as the Debtors and the applicable Rejection Counterparty agree; *provided, however*, that the effectiveness of a rejection of a Lease shall not occur until the latest to occur of (i) the proposed Rejection Date set forth in the applicable Rejection Notice; (ii) the date the Debtors relinquish control of the premises and notify the affected landlord and such landlord's counsel (if any) in writing (e-mail being sufficient) of the Debtors' surrender of the premises and, as applicable, (A) turn over keys, key codes, and/or security codes, if any, to the affected landlord or (B) if such keys, key codes and/or security codes, if any, are not available or providing same would be impractical, notify such affected landlord and such landlord's counsel, if any, in writing (e-mail being sufficient) that the keys, key codes, and security codes, if any, are not available or that providing same would be impractical, but that the landlord may rekey the leased premises; and (iii) such other date to which the Debtors and the applicable Rejection Counterparty have agreed or as this Court may order.

- e. ***Unresolved Timely Objections.*** If an objection or response to the rejection of a particular Contract, including, in the case of a Lease, to the proposed abandonment of any Abandoned Property located at the leased premises, if any, is timely filed and properly served as specified above and such objection is not withdrawn or otherwise resolved, the Debtors will request a hearing before this Court at the next regularly scheduled omnibus hearing and provide at least seven calendar days' notice of such hearing to the applicable Rejection Counterparty and the other Objection Service Parties. Such Contract will only be deemed rejected upon entry by this Court of a consensual form of Rejection Order resolving the objection as between the objecting party and the Debtors, or if resolution is not reached and/or if such objection is overruled or withdrawn and this Court approves the rejection, such Contract(s) shall be deemed rejected as of the applicable Rejection Date set forth in the Rejection Order entered by this Court.
- f. ***Consent Orders.*** Any objection may be resolved without a hearing and an agreed Rejection Order may be submitted to this Court for entry by the filing of a joint notice of such resolution by counsel to the Debtors, counsel to the objecting party, and, if different from the objecting party, counsel to the Rejection Counterparty.
- g. ***Removal from Schedule.*** The Debtors reserve the right to remove any Contract from the schedule to a Rejection Notice at any time prior to the entry of the applicable Rejection Order but shall provide any affected Rejection Counterparty and Service Parties notice of such removal as soon as reasonably practicable after such removal, and in any event no later than

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Debtors: EDDIE BAUER LLC, *et al.*

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two business days following such removal, *provided* that the Debtors shall not remove any Contract from the schedule to a Rejection Notice after the date the Debtors have relinquished control of the premises and notified the affected landlord and such landlord's counsel (if any) in writing (e-mail being sufficient) of the Debtors' surrender of the premises and, as applicable, (i) turn over keys, key codes, and/or security codes, if any, to the affected landlord or (ii) if such keys, key codes and/or security codes, if any, are not available or providing same would be impractical, notify such affected landlord and such landlord's counsel, if any, in writing (e-mail being sufficient) that the keys, key codes, and security codes, if any, are not available or that providing same would be impractical, but that the landlord may rekey the leased premises.

- h. ***No Application of Security Deposits.*** To the extent applicable, if the Debtors have deposited monies with a Rejection Counterparty as a security deposit or other arrangement, such Rejection Counterparty may not set off, recoup, draw on, apply, or otherwise use such security deposit or other arrangement without the prior approval of this Court, unless the Debtors and the applicable Rejection Counterparty otherwise agree. If the Debtors agree, no further order shall be necessary to effectuate the setoff.
- i. ***Abandoned Property.*** The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Lease. The Rejection Counterparty may not interfere with Debtors' removal of any of the Debtors' personal property prior to the Rejection Date. The Debtors shall generally describe any Abandoned Property in the Rejection Notice and their intent to abandon such property; *provided, however*, that Abandoned Property shall not include any hazardous materials or personally identifiable information. Absent a timely objection, all of the Debtors' personal property located on the Debtors' leased premises on the Rejection Date of the applicable Lease, unless otherwise agreed by the Debtors and the applicable Rejection Counterparty, shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, free and clear of all liens, claims, encumbrances or interests, effective as of the Rejection Date. Prior to the Rejection Date, the Debtors shall use their best efforts to notify the owners or lessors of leased property of the location at which such leased property may be retrieved. As of the Rejection Date, landlords may, in their sole discretion and without further notice to any party or order of this Court, utilize and/or dispose of such Abandoned Property without further notice or liability to the Debtors or third parties, and to the extent applicable, the automatic stay is modified to allow such disposition.

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Debtors: EDDIE BAUER LLC, *et al.*

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Caption of Order: Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases; and (II) Granting Related Relief

- j. ***Proofs of Claim.*** Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (i) the deadline for filing proofs of claim established in these chapter 11 cases, if any, and (ii) thirty days after the later to occur of (A) the effective date of such rejection and (B) the date the Rejection Order is entered. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases or otherwise.

4. The following Assumption Procedures are approved in connection with assuming, or assuming and assigning, Contracts:

- a. ***Assumption Notice.*** The Debtors shall file a notice substantially in the form attached hereto as Exhibit 2 (the “Assumption Notice”) indicating the Debtors’ intent to assume one or more Contracts pursuant to section 365 of the Bankruptcy Code, which Assumption Notice shall set forth, among other things: (i) the Contract(s) to be assumed; (ii) the Debtor or Debtors party to such Contract(s); (iii) the names and addresses of the counterparties to such Contract(s) (each, an “Assumption Counterparty,” and collectively, the “Assumption Counterparties”); (iv) in the case of a Lease with respect to one of the Debtors’ brick-and mortar retail locations, the store number and address of the affected location, if applicable; (v) the identity of any proposed assignee of such Contract(s) (the “Assignee”), if applicable; (vi) the effective date of the assumption for each such Contract (the “Assumption Date”); (vii) the proposed cure amount, if any, for each such Contract; (viii) a general description of any material amendments to the Contract(s) made with the prior consent and written agreement of the applicable Assumption Counterparty outside of the ordinary course of business; and (ix) the deadlines and procedures for filing objections to the Assumption Notice (as set forth below). The Assumption Notice may list multiple Contracts in accordance with Bankruptcy Rule 6006. Further, the Assumption Notice shall include the proposed form of order (the “Assumption Order”) approving the assumption of the Contracts. No Contract shall be deemed assumed absent entry of an applicable Assumption Order.
- b. ***Service of the Assumption Notice.*** Within two business days following the filing of an Assumption Notice, the Debtors will cause such Assumption Notice to be served, regardless of the manner and means required for delivery of notices stated in the affected Contract(s): (i) by overnight service or e-mail upon the Assumption Counterparties affected by the

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Debtors: EDDIE BAUER LLC, *et al.*

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Assumption Notice and each Assignee, if applicable, at the notice address provided in the applicable Contract (and upon the Assumption Counterparties' counsel, if known, with e-mail service upon such counsel being sufficient) and (ii) by first-class mail, e-mail, or fax, upon the Master Notice Parties.

- c. ***Adequate Assurance Information.*** If the Debtors propose to assume or assume and assign a Lease, the Debtors shall serve the Assumption Counterparties with evidence of adequate assurance of future performance concurrently with the Assumption Notice or as soon as reasonably practicable thereafter (the "Adequate Assurance Information").
- d. ***Objection Procedures.*** Parties objecting to a proposed assumption, or assumption and assignment (including as to the proposed cure amount), as applicable, of a Contract must file and serve a written objection² such that it is ***actually received*** by the Objection Service Parties (a) in the case of a Lease, no later than fourteen days after the date the Debtors serve the applicable Assumption Counterparties with the Adequate Assurance Information; and (b) in the case of a Contract other than a Lease, no later than fourteen days after the date the Debtors file and serve the applicable Assumption Notice ((a) and (b), collectively, the "Assumption Objection Deadline").
- e. ***No Objection Timely Filed.*** If no objection or response to the assumption of any particular Contract is timely filed, the Debtors shall submit an Assumption Order under a certificate of no objection. Once the applicable Assumption Order is entered by this Court, each Contract for which no objection or response was timely filed shall be assumed as of the applicable Assumption Date set forth in the applicable Assumption Order or such other date as the Debtors and the applicable Assumption Counterparty agrees, and the proposed cure amount shall be binding on all counterparties to such Contract and no amount in excess thereof shall be paid for cure purposes; *provided* that the Assumption Date for a Lease shall not occur earlier than the date of entry of the Assumption Order.
- f. ***Unresolved Timely Objections.*** If an objection to the assumption or assumption and assignment of any Contract(s) listed in the applicable Assumption Notice is timely filed and properly served as specified above and such objection is not withdrawn or otherwise resolved, the Debtors will request a hearing before this Court at the next regularly scheduled omnibus

² An objection to the assumption of any particular Contract listed on an Assumption Notice shall not constitute an objection to the assumption of any other Contract listed on such Assumption Notice.

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Debtors: EDDIE BAUER LLC, *et al.*
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hearing and provide at least seven calendar days' notice of such hearing to the applicable Assumption Counterparty and the other Objection Service Parties. Such Contract will only be deemed assumed upon entry by this Court of a consensual form of Assumption Order resolving the objection as between the objecting party and the Debtors, or if resolution is not reached and/or if such objection is overruled or withdrawn and this Court approves the assumption, such Contract shall be assumed or assumed and assigned as of the applicable Assumption Date set forth in the Assumption Order entered by this Court.

- g. **Consent Orders.** Any objection may be resolved without a hearing and an agreed Assumption Order may be submitted to this Court for entry by the filing of a joint notice of such resolution by counsel to the Debtors, counsel to the objecting party, and, if different from the objecting party, counsel to the Assumption Counterparty.
- h. **Removal from Schedule.** The Debtors reserve the right to remove any Contract from the schedule to an Assumption Notice at any time prior to the entry of the applicable Assumption Order but shall provide any affected Assumption Counterparty and Service Parties notice of removal of any Contract from the Assumption Notice as soon as reasonably practicable after such removal, and in any event no later than two business days following such removal.

5. Approval of the Contract Procedures and this Order will not prevent the Debtors from seeking to reject, assume, or assume and assign a Contract by separate motion or pursuant to a chapter 11 plan.

6. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract is expired or terminated and is no longer an executory contract or unexpired lease, respectively.

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7. Notwithstanding Bankruptcy Rule 2002(a)(2), to the extent applicable, the Debtors may limit service of the Motion only to the core service list and affected creditors, which may be via e-mail. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

8. The fourteen-day stay required of any assignment of any Contract pursuant to Bankruptcy Rule 6006(d) is hereby waived.

9. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion, the Rejection Notices, and the Assumption Notices.

11. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

Proposed Rejection Notice

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
Matthew C. Fagen, P.C. (admitted *pro hac vice*)
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*Proposed Co-Counsel to the Debtors and
the Debtors in Possession*

*Proposed Co-Counsel to the Debtors and
the Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11
Case No. 26-11422 (SLM)
(Jointly Administered)

**NOTICE OF REJECTION OF CERTAIN
EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

**PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND
THEIR CONTRACTS OR LEASES ON SCHEDULE 2 ATTACHED HERETO AND
READ THE CONTENTS OF THIS NOTICE CAREFULLY.**

PLEASE TAKE NOTICE that on [●], 2026, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered an order on the motion (the “Motion”)² of debtors and debtors in possession (the “Debtors”) (a) authorizing and approving procedures for rejecting

¹ The last four digits of Debtor Eddie Bauer LLC’s tax identification number are 6060. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.stretto.com/EddieBauer>. The location of Debtor Eddie Bauer LLC’s principal place of business is 10401 Northeast 8th Street, Suite 500, Bellevue, WA 98004; the Debtors’ service address in these chapter 11 cases is 6501 Legacy Drive, Suite B100, Plano, TX 75024.

² Capitalized terms used and not otherwise defined herein have the meanings given to them in the Motion.

or assuming, or assuming and assigning, executory contracts and unexpired leases; and (b) granting related relief [Docket No. [●]] (the “Procedures Order”) attached hereto as **Schedule 1**.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Procedures Order and by this written notice (this “Rejection Notice”), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 2** attached hereto is hereby rejected effective as of the date (the “Rejection Date”) set forth in **Schedule 2**, or such other date as the Debtors and the applicable counterparty or counterparties to any such Contract agree.

PLEASE TAKE FURTHER NOTICE that parties seeking to object to the proposed rejection of any of the Contracts or the proposed abandonment of any property must within fourteen days of the filing of this Notice (i) file a written objection³ with the Court on the docket of the Debtors’ chapter 11 cases and (ii) serve such objection on the following parties (collectively, the “Objection Service Parties”) so that such objection is *actually received* by the Objection Service Parties no later than seven calendar days following the expiration of the Resolution Period (the “Rejection Objection Deadline”): (a) the Debtors, Eddie Bauer LLC, 6501 Legacy Drive, Suite B100 Plano, Texas 75024, Attn.: Dawn Wolverton (dawn.wolverton@catalystbrands.com); (b) proposed co-counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com), Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com) and (ii) Cole

³ An objection to the rejection of any particular Contract listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract listed on such Rejection Notice.

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Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), and Felice R. Yudkin (fyudkin@coleschotz.com); (c) the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Fran Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov); (d) proposed counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 1700 Broadway, 36th Floor, New York, New York, 10019, Attn.: Robert Feinstein (rfeinstein@pszjlaw.com), Brad Sandler (bsandler@pszjlaw.com), and Shirley Cho (scho@pszjlaw.com); and (e) the applicable Rejection Counterparty and their counsel, if known. Only those responses that are timely filed, served, and received will be considered at any hearing.

PLEASE TAKE FURTHER NOTICE that if no objection or response to the rejection of a particular Contract is timely filed, the Debtors shall submit a Rejection Order under a certificate of no objection. Each Contract for which no objection or response was timely filed shall be rejected as of the applicable Rejection Date set forth set forth on **Schedule 2** attached hereto or such other date as the Debtors and the applicable Rejection Counterparty agree; *provided, however*, that the Rejection Date for a rejection of a lease of nonresidential real property shall not occur until the latest to occur of (i) the proposed Rejection Date set forth on **Schedule 2** attached hereto; (ii) the date the Debtors relinquish control of the premises and notify the affected landlord and such landlord's counsel (if any) in writing (e-mail being sufficient) of the Debtors' surrender of the premises and, as applicable, (a) turn over keys, key codes, and/or security codes, if any, to the affected landlord or (b) if such keys, key codes and/or security codes, if any, are not available or providing same would be impractical, notify such affected landlord and such landlord's counsel, if any, in writing (e-mail being sufficient) that the keys, key codes, and security codes, if any, are

not available or that providing same would be impractical, but that the landlord may rekey the leased premises; and (c) such other date to which the Debtors and the applicable Rejection Counterparty have agreed or as the Court may order.

PLEASE TAKE FURTHER NOTICE that if, a Rejection Counterparty timely files and properly serves an objection to a Rejection Notice as specified above and such objection is not withdrawn or otherwise resolved, the Debtors will request a hearing before the Court at the next regularly scheduled omnibus hearing and shall provide at least seven calendar days' notice of such hearing to the applicable Rejection Counterparty and the other Objection Service Parties. Such Contract will only be deemed rejected upon entry by the Court of a consensual form of Rejection Order resolving the objection as between the objecting party and the Debtors, or if resolution is not reached and/or if such objection is overruled or withdrawn, such Contract(s) shall be deemed rejected as of (a) the applicable Rejection Date set forth on **Schedule 2** attached hereto, (b) such other date to which the Debtors and the applicable Rejection Counterparty agree, or (c) such date as ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Procedures Order, if the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, the Contract counterparty may not set off, recoup, draw on, apply, or otherwise use such security deposit or other arrangement, without further order of the Court, unless the Debtors and the applicable counterparty or counterparties to such Contracts otherwise agree.

PLEASE TAKE FURTHER NOTICE that, absent timely objection, any property of the Debtors that is listed and described in **Schedule 2** attached hereto shall be deemed abandoned as of the Rejection Date.

PLEASE TAKE FURTHER NOTICE that, to the extent you wish to assert a claim with respect to rejection of your Contract or Contracts, you must do so by the later of (a) the deadline for filing proofs of claim established in these chapter 11 cases, if any, and (b) thirty days after the later to occur of (i) the Rejection Date and (ii) the date the Rejection Order is entered. IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (A) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (B) VOTING ON ANY CHAPTER 11 PLAN OF REORGANIZATION FILED IN THESE CASES ON ACCOUNT OF SUCH CLAIM, AND (C) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

[Remainder of Page Intentionally Left Blank]

Dated: [●], 2026

/s/ *DRAFT*

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Schedule 1

Procedures Order

Schedule 2

Rejected Contracts

Store Number	Contract to Be Rejected	Rejection Counterparty	Description of Contract ¹	Abandoned Property	Rejection Date

¹ The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

Schedule 3

Proposed Rejection Order

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

**KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP**

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-and-

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*Proposed Co-Counsel to the Debtors and
the Debtors in Possession*

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11422 (SLM)

(Jointly Administered)

¹ The last four digits of Debtor Eddie Bauer LLC's tax identification number are 6060. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.stretto.com/EddieBauer>. The location of Debtor Eddie Bauer LLC's principal place of business is 10401 Northeast 8th Street, Suite 500, Bellevue, WA 98004; the Debtors' service address in these chapter 11 cases is 6501 Legacy Drive, Suite B100, Plano, TX 75024.

**[NUMBER] ORDER APPROVING THE REJECTION
OF CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED
LEASES AND THE ABANDONMENT OF CERTAIN PERSONAL PROPERTY, IF ANY**

The relief set forth on the following pages, numbered three (3) through five (5), is
ORDERED.

(Page | 3)

Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: [Number] Order Approving the Rejection of Certain Executory Contracts and/or Unexpired Leases and the Abandonment of Certain Personal Property, If Any

Upon the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No. ___] (the “Procedures Order”)¹ of the above-captioned debtors and debtors in possession (collectively, the “Debtors”); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the matter in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having properly filed and served a Rejection Notice on each applicable party as set forth in the rejection schedule attached hereto as **Exhibit 1** (the “Rejection Schedule”) in accordance with the terms of the Procedures Order; and no timely objections having been filed to the rejection of such Contracts; and due and proper notice of the Procedures Order and the Rejection Notice having been provided to each applicable Rejection Counterparty as set forth in the Rejection Schedule such that no other notice need be provided; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Contracts listed on the Rejection Schedule attached hereto as **Exhibit 1** are rejected under section 365 of the Bankruptcy Code effective as of the later of the applicable Rejection Date or such other date as the Debtors and the applicable Rejection Counterparty agree; *provided, however*, that the effectiveness of a rejection of a Lease shall not occur until the latest to

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Procedures Order.

(Page | 4)

Debtors: EDDIE BAUER LLC, *et al.*
Case No. 26-11422 (SLM)
Caption of Order: [Number] Order Approving the Rejection of Certain Executory Contracts and/or Unexpired Leases and the Abandonment of Certain Personal Property, If Any

occur of (a) the proposed Rejection Date set forth on Exhibit 1; (b) the date the Debtors relinquish control of the premises and notify the affected landlord and such landlord's counsel (if any) in writing (e-mail being sufficient) of the Debtors' surrender of the premises and, as applicable, (i) turn over keys, key codes, and/or security codes, if any, to the affected landlord or (ii) if such keys, key codes and/or security codes, if any, are not available or providing same would be impractical, notify such affected landlord and such landlord's counsel, if any, in writing (e-mail being sufficient) that the keys, key codes, and security codes, if any, are not available or that providing same would be impractical, but that the landlord may rekey the leased premises; and (c) such other date to which the Debtors and the applicable Rejection Counterparty have agreed or as this Court may order.

2. The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Lease. The Rejection Counterparty may not interfere with Debtors' removal of any of the Debtors' personal property prior to the Rejection Date. For the avoidance of doubt, unless otherwise agreed and absent any sustained objection as it relates to property at a particular premises, all property located on the Debtors' leased premises on the Rejection Date of the applicable Lease shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date, *provided, however*, that the Debtors shall not abandon and shall remove all hazardous materials and known personally identifiable information prior to the Rejection Date. As of the Rejection Date, landlords may, in their sole discretion and without further notice to any party or order of this Court, utilize and/or

(Page | 5)

Debtors: EDDIE BAUER LLC, *et al.*

Case No. Caption 26-11422 (SLM)

of Order: [Number] Order Approving the Rejection of Certain Executory Contracts and/or Unexpired Leases and the Abandonment of Certain Personal Property, If Any

dispose of such property, free and clear of all liens, claims, and encumbrances, effective as of the Rejection Date, without further notice or liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

3. Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (a) the deadline for filing proofs of claim established in these chapter 11 cases, if any, and (b) thirty days after the later to occur of (i) the effective date of such rejection and (ii) the date the Rejection Order is entered. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from such rejection and from participating in any distributions on account of such claim that may be made in connection with these chapter 11 cases or otherwise.

4. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order and the rejection without further order from this Court.

5. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 2

Proposed Assumption Notice

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*Proposed Co-Counsel to the Debtors and
the Debtors in Possession*

*Proposed Co-Counsel to the Debtors and
the Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11
Case No. 26-11422 (SLM)
(Jointly Administered)

**NOTICE OF ASSUMPTION OF CERTAIN
EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

**PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND
THEIR CONTRACTS OR LEASES ON SCHEDULE 2 ATTACHED HERETO AND
READ THE CONTENTS OF THIS NOTICE CAREFULLY.**

PLEASE TAKE NOTICE that on [●], 2026, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered an order on the motion (the “Motion”)² of debtors and debtors in possession (the “Debtors”) (a) authorizing and approving procedures for rejecting

¹ The last four digits of Debtor Eddie Bauer LLC’s tax identification number are 6060. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.stretto.com/EddieBauer>. The location of Debtor Eddie Bauer LLC’s principal place of business is 10401 Northeast 8th Street, Suite 500, Bellevue, WA 98004; the Debtors’ service address in these chapter 11 cases is 6501 Legacy Drive, Suite B100, Plano, TX 75024.

² Capitalized terms used and not otherwise defined herein have the meanings given to them in the Motion.

or assuming, or assuming and assigning, executory contracts and unexpired leases; and (b) granting related relief [Docket No. [●]] (the “Procedures Order”) attached hereto as **Schedule 1**.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Procedures Order and by this written notice (this “Assumption Notice”), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 2** attached hereto is hereby assumed (including as amended) or assumed (including as amended) and assigned, as applicable, effective as of the date (the “Assumption Date”) set forth in **Schedule 2**, or such other date as the Debtors and the counterparty or counterparties to any such Contract agree.

PLEASE TAKE FURTHER NOTICE that the Debtor or Assignee, as applicable, has the financial wherewithal to meet all future obligations under the Contract, and, to the extent the Debtors seek to assume or assume and assign a Lease, the Debtors will serve evidence of adequate assurance of future performance with this Assumption Notice demonstrating that the Debtor or Assignee, as applicable, has the ability to comply with the requirements of adequate assurance of future performance.

PLEASE TAKE FURTHER NOTICE that parties that wish to object to a proposed assumption, or assumption and assignment, must file and serve such objection on the following parties (collectively, the “Assumption Service Parties”) so that such objection is *actually received* by the Objection Service Parties (a) in the case of a Lease, no later than fourteen days after the date the Debtors serve the applicable Assumption Counterparties with Adequate Assurance Information; and (b) in the case of a Contract other than a Lease, no later than fourteen days after the date the Debtors file and serve the applicable Assumption Notice ((a) and (b), collectively, the “Assumption Objection Deadline”): (a) the Debtors, Eddie Bauer LLC, 6501 Legacy Drive, Suite

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B100 Plano, Texas 75024, Attn.: Dawn Wolverton (dawn.wolverton@catalystbrands.com); (b) proposed co-counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com), Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com) and (ii) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), and Felice R. Yudkin (fyudkin@coleschotz.com); (c) the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Fran Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov); (d) the Committee, c/o proposed counsel, Pachulski Stang Ziehl & Jones LLP, 1700 Broadway, 36th Floor, New York, New York, 10019 Attn: Robert Feinstein (rfeinstein@pszjlaw.com), Brad Sandler (bsandler@pszjlaw.com), and Shirley Cho (scho@pszjlaw.com); and (e) the applicable Assumption Counterparty and their counsel, if known. Only those responses that are timely filed, served, and received will be considered at any hearing.

PLEASE TAKE FURTHER NOTICE that if no objection or response to the assumption of any Contract is timely filed, the Debtors shall file an Assumption Order under a certificate of no objection. Each Contract shall be assumed as of the Assumption Date set forth in **Schedule 2** attached hereto or such other date as the Debtors and the applicable Assumption Counterparties agree, and the proposed cure amount shall be binding on all counterparties to such Contract.³

³ An objection to the assumption of any particular Contract or cure amount listed in this Assumption Notice shall not constitute an objection to the assumption of any other contract or lease listed in this Assumption Notice. Any objection to the assumption of any particular Contract or cure amount listed in this Assumption Notice must state with specificity the Contract to which it is directed. For each particular Contract whose assumption is not timely or properly objected to, such assumption will be effective in accordance with this Assumption Notice and the Procedures Order.

PLEASE TAKE FURTHER NOTICE that the proposed cure amounts for contracts proposed to be assumed pursuant to the Assumption Notice are set forth in **Schedule 2** attached hereto. If a written objection to the proposed cure amount is not timely filed, then the cure amount shall be binding on all parties, and no amount in excess thereof shall be paid for cure purposes.

PLEASE TAKE FURTHER NOTICE that if, an Assumption Counterparty timely files and properly serves an objection to the assumption of a Contract set forth on **Schedule 2** as specified above and such objection is not withdrawn or otherwise resolved, the Debtors will request a hearing before the Court at the next regularly scheduled omnibus hearing and shall provide at least seven calendar days' notice of such hearing to the applicable Assumption Counterparty and the other Assumption Service Parties. Such Contract will only be deemed assumed upon entry by the Court of a consensual form of Assumption Order resolving the objection as between the objecting party and the Debtors, or if resolution is not reached and/or if such objection is overruled or withdrawn, such Contract shall be assumed as of the applicable Assumption Date set forth in the Assumption Order entered by the Court.

[Remainder of Page Intentionally Left Blank]

Dated: [●], 2026

/s/ *DRAFT*

COLE SCHOTZ P.C.

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the Debtors in Possession*

Schedule 1

Procedures Order

Schedule 2

Assumed Contracts

Store Number	Contract to Be Assumed	Assumption Counterparty	Proposed Assignee, If Any	Description of Contract¹	Amendments to Contract	Cure Amount	Assumption Date

¹ The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

Schedule 3

Proposed Assumption Order

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

**KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP**
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In re:

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Debtors.¹

Chapter 11
 Case No. 26-11422 (SLM)
 (Jointly Administered)

¹ The last four digits of Debtor Eddie Bauer LLC's tax identification number are 6060. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.stretto.com/EddieBauer>. The location of Debtor Eddie Bauer LLC's principal place of business is 10401 Northeast 8th Street, Suite 500, Bellevue, WA 98004; the Debtors' service address in these chapter 11 cases is 6501 Legacy Drive, Suite B100, Plano, TX 75024.

**[NUMBER] ORDER APPROVING THE ASSUMPTION
AND/OR ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

The relief set forth on the following pages, numbered three (3) through seven (7), is
ORDERED.

(Page | 3)

Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: [Number] Order Approving the Assumption or Assumption and Assignment of Certain Executory Contracts and/or Unexpired Lease

Upon the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No. ___] (the “Procedures Order”)¹ of the above-captioned debtors and debtors in possession (collectively, the “Debtors”); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the matter in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having properly filed and served an Assumption Notice on each applicable party as set forth in the assumption schedule attached hereto as **Exhibit 1** (the “Assumption Schedule”) in accordance with the terms of the Procedures Order; and no timely objections having been filed to the assumption of such Contracts; and due and proper notice of the Procedures Order and the Assumption Notice having been provided to each applicable Assumption Counterparty as set forth in the Assumption Schedule such that no other notice need be provided; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Debtors are authorized to assume or assume and assign the Contracts listed on **Exhibit 1**. The Contracts, as amended with the prior consent and written agreement of the applicable Assumption Counterparty, if applicable, are hereby deemed to be assumed or assumed and assigned by the Debtors pursuant to section 365(a) of the Bankruptcy Code effective as of the Assumption Date set forth on **Exhibit 1**.

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Procedures Order.

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: [Number] Order Approving the Assumption or Assumption and Assignment of Certain Executory Contracts and/or Unexpired Lease

2. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the assignment of any Contract listed on **Exhibit 1** shall: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds of any such Contract in the same order and priority subject to all existing defenses, claims, setoffs, and rights) and (ii) all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guaranties of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims and encumbrances that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contract(s) in connection with the assignment by the Debtor to the Assignee), *provided, however*, that any such assignment shall not be free and clear of any accrued but unbilled or not due rent and charges under a lease of non-residential real property (a "Lease"), including adjustments, reconciliations and indemnity obligations, liability for which shall be assumed by the Debtors or the applicable Assignee, as agreed by and among the Debtors and the applicable Assignee; and (b) constitute a legal, valid, and effective transfer of such Contract(s) and vest the applicable Assignee with all rights, titles, and interests to the applicable Contract. For the avoidance of doubt, all provisions of and obligations under the applicable assigned Contract, including any provision limiting assignment, shall be binding on the applicable Assignee.

3. With respect to any Contracts listed on **Exhibit 1** that are Leases, nothing in this Order is intended to waive any responsibility of any applicable Assignee to any obligations and liabilities arising under such Lease or any provision of such Lease, including any

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: [Number] Order Approving the Assumption or Assumption and Assignment of Certain Executory Contracts and/or Unexpired Lease

encumbrances, covenants, agreements, or rights applicable to such Lease that may limit or condition the use or lease of real property, such as, to the extent applicable, easements, reciprocal easement agreements, redevelopment agreements, covenants, licenses, or permits, that, in each case, are not executory and run with the land under applicable law, including the Bankruptcy Code. Nothing in this Order is intended to waive any responsibility of any applicable Assignee to assume a Lease subject to all its terms, including, to the extent applicable, responsibility for accrued or accruing but not yet due or unbilled obligations or liabilities such as, without limitation, any adjustments or reconciliations for royalties, percentage rents, common area or other maintenance charges, insurance, promotional funds, taxes, utilities, fees or other charges or percentage rents, arising under the applicable Lease, which obligations shall, unless otherwise agreed among the parties, be paid or performed when due in the ordinary course of business in accordance with the terms and conditions of the applicable Lease, regardless of whether such obligations are attributable to the period before or after the applicable assignment date of the applicable Lease.

4. Subject to and conditioned upon the occurrence of a closing with respect to the assumption and assignment of any Contract, and subject to the other provisions of this Order, the Debtors are hereby authorized in accordance with sections 365(b) and (f) of the Bankruptcy Code to (a) assume and assign to the Assignees the applicable Contracts identified on **Exhibit 1**, with any such applicable Assignee being responsible only for the post-assignment liabilities or defaults under the applicable Contracts, except as otherwise provided for in this Order or as agreed between the Debtors and the applicable Assumption Counterparty, and (b) execute and deliver to any such applicable Assignee such assignment documents as may be reasonably necessary to sell, assign, and transfer any such Contract. For the avoidance of doubt, with respect to the assumption and

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: [Number] Order Approving the Assumption or Assumption and Assignment of Certain Executory Contracts and/or Unexpired Lease

assignment of a Lease, nothing in this Order shall (a) alter or affect the Debtors' obligations (including payment obligations) to comply with section 365(d)(3) of the Bankruptcy Code until the effective date of an applicable assignment or (b) alter or modify the rights of any lessor or other counterparty to such Lease with respect to the Debtors until the effective date of an applicable assignment.

5. The Debtors' right to assert that any provisions in any Contract listed on **Exhibit 1** that expressly or effectively restrict, prohibit, condition, or limit the assignment of or the effectiveness of such Contract to an Assignee are unenforceable anti-assignment or *ipso facto* clauses is fully reserved, and the Assumption Counterparties' rights to respond and/or object are fully reserved.

6. Except as otherwise provided herein or unless otherwise agreed, the Assignee (if applicable) shall have no liability or obligation with respect to defaults relating to the assigned Contracts arising, accruing, or relating to a period prior to the applicable Assumption Date.

7. The Debtors are hereby authorized, pursuant to section 363(b) of the Bankruptcy Code, to enter into the consensual amendments as set forth in the Assumption Notice.

8. The fourteen-day stay required of any assignment of any Contract pursuant to Bankruptcy Rule 6006(d) is hereby waived.

9. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion and the Assumption Notices.

11. This Court retains jurisdiction with respect to all matters arising from or related

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: [Number] Order Approving the Assumption or Assumption and Assignment of Certain Executory Contracts and/or Unexpired Lease

to the implementation, interpretation, and enforcement of this Order.

This is Exhibit "P" referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Charlestown, in the State of Massachusetts, before me at the City of Toronto, in the Province of Ontario, on March 13, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, appearing to read "Marleigh Eryn Dick", written in a cursive style.

Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S



Order Filed on March 3, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

**KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP**

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)

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-and-

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msirota@coleschotz.com

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fyudkin@coleschotz.com

*Proposed Co-Counsel to the Debtors and
the Debtors in Possession*

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11422 (SLM)

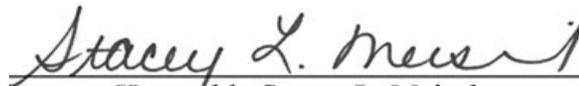
(Jointly Administered)

¹ The last four digits of Debtor Eddie Bauer LLC's tax identification number are 6060. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.stretto.com/EddieBauer>. The location of Debtor Eddie Bauer LLC's principal place of business is 10401 Northeast 8th Street, Suite 500, Bellevue, WA 98004; the Debtors' service address in these chapter 11 cases is 6501 Legacy Drive, Suite B100, Plano, TX 75024.

**ORDER AUTHORIZING EMPLOYMENT AND PAYMENT
OF PROFESSIONALS UTILIZED IN THE ORDINARY COURSE OF BUSINESS**

The relief set forth on the following pages, numbered three (3) through ten (10), is
ORDERED.

DATED: March 3, 2026


Honorable Stacey L. Meisel
United States Bankruptcy Judge

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Order Authorizing Employment and Payment of Professionals Utilized in the Ordinary Course of Business

Upon the Debtors' motion (the "Motion")² for entry of an order (this "Order"): (a) authorizing, but not directing, the Debtors to (i) retain Ordinary Course Professionals (which includes both Initial Ordinary Course Professionals and Additional Ordinary Course Professionals) without the necessity of a separate, formal retention application approved by this Court for each Ordinary Course Professional, and (ii) pay each Ordinary Course Professional for postpetition services rendered and expenses incurred, including, if necessary, advancing any reasonable postpetition retainer to the Ordinary Course Professional, subject to certain limits set forth below, without the necessity of additional court approval; and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any,

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

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Order Authorizing Employment and Payment of Professionals Utilized in the Ordinary Course of Business

establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY**

ORDERED THAT:

1. The Motion is **GRANTED** on a final basis as set forth herein.
2. Any objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.
3. The Debtors are authorized, but not directed, to employ and retain the Ordinary Course Professionals listed on **Exhibit 1** attached hereto (the “Initial Ordinary Course Professionals”), and any Additional Ordinary Course Professional (as defined in the Motion and in this Order, and collectively with the Initial Ordinary Course Professionals, the “Ordinary Course Professionals”), without the need to file individual retention applications or obtain retention orders for each such Ordinary Course Professional. The Debtors are further authorized, but not directed, to pay such Ordinary Course Professionals’ fees, including, if necessary, advancing any reasonable postpetition retainer to the Ordinary Course Professional, and reimburse expenses incurred pursuant to the terms of this Order. Such authorizations are effective as of the Petition Date or the applicable date of engagement.
4. Within seven days after the date of entry of this Order, the Debtors shall serve this Order upon each Initial Ordinary Course Professional. Thereafter, by the date which is thirty days after the later of (a) the date of entry of this Order or (b) the date on which each retained Initial Ordinary Course Professional commences services for the Debtors, each Initial Ordinary Course Professional shall provide to the Debtors and the Debtors’ counsel a Declaration pursuant to section 1746 of title 28 of the United States Code, substantially in the form attached hereto as

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Order Authorizing Employment and Payment of Professionals Utilized in the Ordinary Course of Business

Exhibit 2, for filing with the Court and service (via e-mail) upon (a) proposed co-counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com); (b) proposed co-counsel to the Debtors, Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota, Esq. (msirota@coleschotz.com), Warren A. Usatine, Esq. (wusatine@coleschotz.com), and Felice R. Yudkin, Esq. (fyudkin@coleschotz.com); (c) counsel to the Prepetition ABL Administrative Agent, Otterbourg P.C., 230 Park Avenue, New York, NY 10169, Attn.: Daniel F. Fiorillo (dfiorillo@otterbourg.com); (e) counsel to the Consenting Prepetition Term Loan Agent, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036, Attn.: Gregg Galardi (gregg.galardi@ropesgray.com); (f) counsel to the Prepetition Subordinated Loan Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, Massachusetts 02110, Attn.: Mark Silva (msilva@choate.com); (g) the U.S. Trustee, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Fran B. Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov); and (h) proposed counsel to the Official Committee of Unsecured Creditors, Pachulski Stang Ziehl & Jones LLP, 1700 Broadway, 36th Floor, New York, New York 10019 Attn.: Robert Feinstein (rfeinstein@pszjlaw.com), Brad Sandler (bsandler@pszjlaw.com), and Shirley Cho (scho@pszjlaw.com) (collectively, the “Notice Parties”). Each Ordinary Course Professional shall also complete and return the Retention Questionnaire, substantially in the form attached hereto as **Exhibit 3**, and serve the same (via e-mail) upon the Notice Parties.

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Order Authorizing Employment and Payment of Professionals Utilized in the Ordinary Course of Business

5. The Debtors are authorized, without need for further hearing or order from the Court, to employ and retain ordinary course professionals not currently listed on **Exhibit 1** (the “Additional Ordinary Course Professionals”) by filing with the Court, and serving on the Notice Parties, a supplement to **Exhibit 1** (the “Supplemental List”), listing the name of the Additional Ordinary Course Professional, together with a brief description of the services to be rendered and the applicable Monthly Fee Cap, serving a copy of both the Supplemental List and the Retention Questionnaire on the Notice Parties, and by otherwise complying with the terms of this Order. Such authorization is effective retroactive to the date of filing the Supplemental List or the applicable date of engagement. Each Additional Ordinary Course Professional shall file a Declaration within thirty days of the filing of such Supplemental List, and the Debtors shall file such documentation with the Court and serve a copy on the Notice Parties.

6. The Notice Parties shall have fourteen days after the later of (a) the entry of this Order, (b) the service of any Declaration, or (c) the service of any Retention Questionnaire (the “Objection Deadline”) to object to the retention of any Ordinary Course Professional. Any such objections shall be filed with the Court and served upon the Notice Parties and the Ordinary Course Professional subject to such objection by the Objection Deadline. If any objection cannot be resolved or withdrawn within fourteen days after service (or on such earlier date as determined by the Debtors in their discretion), upon request by the Debtors, such objection shall be scheduled for hearing before the Court on the next regularly scheduled omnibus hearing date or such other date that may be agreeable to the Ordinary Course Professional, the Debtors, and the objecting party. If no objection is received on or before the Objection Deadline, or if any submitted objection is timely withdrawn or resolved, the Debtors shall be authorized to retain the Ordinary Course

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Order Authorizing Employment and Payment of Professionals Utilized in the Ordinary Course of Business

Professional as a final matter without further order of the Court, effective as of the Petition Date or the applicable date of engagement.

7. The Debtors shall not pay any fees or reimburse any expenses (nor shall any Ordinary Course Professional draw down any previously provided retainer) to any Ordinary Course Professional unless: (a) the Ordinary Course Professional has submitted its Declaration and such Declaration has been filed with the Court and, along with the Retention Questionnaire, served on the Notice Parties; (b) the Objection Deadline has expired; and (c) no timely objection is pending. If a timely objection is received, no payment shall be made until such objection is either resolved, withdrawn, or otherwise overruled by the Court.

8. The Debtors shall pay each Ordinary Course Professional retained in accordance with the procedures outlined above 100 percent of the fees and expenses incurred with respect to postpetition services, upon the submission to, and approval by, the Debtors of an appropriate invoice setting forth in reasonable detail the nature of the services rendered and expenses actually incurred during the month, without prejudice and subject to the Debtors' rights to dispute any such invoices in the ordinary course; *provided, however*, that each Ordinary Course Professional's total compensation and reimbursement shall not exceed the Monthly Fee Cap set forth in **Exhibit 1** or in any Supplemental List, as applicable, on average over any rolling three-month period.

9. The Debtors shall have the authority, in their discretion, to change the Monthly Fee Cap applicable to any given Ordinary Course Professional upon five calendar days' notice to the Notice Parties.

10. If an Ordinary Course Professional's fees and expenses exceed the Monthly Fee Cap over any rolling three-month period, such Ordinary Course Professional shall file a fee

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Order Authorizing Employment and Payment of Professionals Utilized in the Ordinary Course of Business

application on account of the amount over the applicable limit and apply for compensation and reimbursement of such amount in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, the Local Rules, the U.S. Trustee Fee Guidelines (as defined below), and any other procedures and orders of the Court. Such applicable Ordinary Course Professional shall be entitled to interim payment of its requested fees and expenses up to the Monthly Fee Cap pending the Court's allowance of those requested fees and expenses in excess of the Monthly Fee Cap.

11. Within thirty days after the end of, and with respect to, each full three-month period after entry of this Order, the Debtors shall serve upon the Notice Parties a summary statement that includes the following information for each Ordinary Course Professional: (a) the name of the Ordinary Course Professional; (b) the aggregate amounts paid as compensation for services rendered and reimbursement of expenses incurred by such Ordinary Course Professional during the statement period; and (c) a general description of the services rendered by such Ordinary Course Professional. The obligation to file summary statements shall terminate upon confirmation of a plan of reorganization in these chapter 11 cases.

12. This Order shall not apply to any Chapter 11 Professional retained by the Debtors pursuant to a separate order of this Court.

13. Each Ordinary Course Professional shall waive any prepetition claim against the Debtors as a condition of its retention and compensation as an Ordinary Course Professional.

14. Each Ordinary Course Professional shall periodically update its Declaration and Retention Questionnaire to the extent necessary to reflect new facts or circumstances relevant to its retention, including, without limitation, any changes in the type or scope of services to be

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Order Authorizing Employment and Payment of Professionals Utilized in the Ordinary Course of Business

provided. Upon the filing of an updated Declaration and Questionnaire, the Notice Parties and any party in interest shall have fourteen days after service to object.

15. Subject to the payment procedures set forth in this Order, the Debtors' rights and the right of any party in interest to dispute any invoice submitted by an Ordinary Course Professional shall not be affected or otherwise prejudiced.

16. The Debtors shall not make any payment to any Ordinary Course Professional that has not complied with the Ordinary Course Professional Procedures and the other terms of this Order.

17. Any amounts contemplated to be paid, and actually paid, by this Order, shall be subject to, and paid in accordance with, the *Interim Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the "Interim Cash Collateral Order"), *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," and together with the Interim Cash Collateral Order, the "Cash Collateral Order"), and Approved Budget (as defined in the Cash Collateral Order).

18. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

19. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Order Authorizing Employment and Payment of Professionals Utilized in the Ordinary Course of Business

20. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

21. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

22. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

Initial Ordinary Course Professionals

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Professional	Type of Service Provided	Monthly Fee Cap if Services are Utilized
Norton Rose Fulbright Canada LLP	Legal	\$10,000
Proskauer Rose LLP	Legal	\$10,000
Fox Rothschild LLP	Legal	\$10,000

Exhibit 2

Form of Declaration

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
Matthew C. Fagen, P.C. (admitted *pro hac vice*)
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msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com

*Proposed Co-Counsel to the Debtors and
the Debtors in Possession*

*Proposed Co-Counsel to the Debtors and
the Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11
Case No. 26-11422 (SLM)
(Jointly Administered)

**DECLARATION OF [DECLARANT,] ON BEHALF OF
PROPOSED ORDINARY COURSE PROFESSIONAL [COMPANY NAME]**

I, [**Declarant**], pursuant to section 1746 of title 28 of the United States Code, hereby declare that the following is true to the best of my information, knowledge, and belief:

1. I am [**Title**] of [**Company Name**], located at [**Address**] (the "Firm").
2. Eddie Bauer LLC and/or its affiliated debtors (collectively, the "Debtors") have

requested that the Company provide [**Type of Services**] to the Debtors, and the Firm has consented to provide such services.

¹ The last four digits of Debtor Eddie Bauer LLC's tax identification number are 6060. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.stretto.com/EddieBauer>. The location of Debtor Eddie Bauer LLC's principal place of business is 10401 Northeast 8th Street, Suite 500, Bellevue, WA 98004; the Debtors' service address in these chapter 11 cases is 6501 Legacy Drive, Suite B100, Plano, TX 75024.

3. The Firm may have performed services in the past and may perform services in the future, in matters unrelated to these chapter 11 cases, for persons that are parties in interest in these cases. As part of its customary practice, the Firm is retained in cases, proceedings, and transactions involving many different parties, some of whom may represent or be claimants or employees of the Debtors, or other parties in interest in these cases. The Firm does not perform services for any such person in connection with these cases. In addition, the Firm does not have any relationship with any such person, their attorneys, or their accountants that would be adverse to the Debtors or their estates.

4. Neither I nor any principal of, or professional employed by, the Firm has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than the principals and regular employees of the Firm.

5. Neither I nor any principal of, or professional employed by, the Firm, insofar as I have been able to discover, holds or represents any interest adverse to the Debtors or their estates.

6. The Debtors owe the Firm \$ _____ for prepetition services, the payment of which is subject to limitations contained in title 11 of the United States Code, 11 U.S.C. §§ 101–1532.

7. **[FOR NON-LEGAL SERVICE FIRMS ONLY:** The Company agreed to waive all unpaid amounts for services rendered prior to the Petition Date.]

8. As of the Petition Date, which was the date on which the Debtors commenced these chapter 11 cases, the Firm [was/was not] party to an agreement for indemnification with the Debtors. [A copy of such agreement is attached as **Exhibit 1** to this Declaration.]

9. At any time during the period of its employment, if the Firm should discover any facts bearing on the matters described herein, the Firm will supplement the information contained in this Declaration.

10. I, or a representative of the Firm, have read and am familiar with the requirements of the *Order Authorizing Employment and Payment of Professionals Utilized in the Ordinary Course of Business*.

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

Executed this [Date] in [City, State, Country].

[Declarant]

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Exhibit 3

Form Retention Questionnaire

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.²

Chapter 11

Case No. 26-11422 (SLM)

(Jointly Administered)

RETENTION QUESTIONNAIRE

**TO BE COMPLETED BY EACH ORDINARY COURSE PROFESSIONAL
EMPLOYED BY THE DEBTORS**

Do not file this Questionnaire with the Court. Please return it to:

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Matthew C. Fagen, P.C. (admitted *pro hac vice*)
Oliver Paré (admitted *pro hac vice*)
Nathan Felton (admitted *pro hac vice*)
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*Proposed Co-Counsel to the Debtors and
the Debtors in Possession*

² The last four digits of Debtor Eddie Bauer LLC's tax identification number are 6060. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.stretto.com/EddieBauer>. The location of Debtor Eddie Bauer LLC's principal place of business is 10401 Northeast 8th Street, Suite 500, Bellevue, WA 98004; the Debtors' service address in these chapter 11 cases is 6501 Legacy Drive, Suite B100, Plano, TX 75024.

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If more space is needed, please complete on a separate page and attach.

1. Name and address of firm:

2. Date of retention:

3. Type of services provided (accounting, legal, etc.):

4. Brief description of services to be provided:

5. Arrangements for compensation (hourly, contingent, etc.):

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6. Prepetition claims against the Debtors held by the firm (if any):

(a) Average hourly rate (if applicable):

(b) Estimated average monthly compensation:

7. Prepetition claims against the Debtors held individually by any member, associate, or professional employee of the firm:

8. Disclose the nature and provide a brief description of any interest adverse to the Debtors or to its estate with respect to the matters on which the above-named firm is to be employed:

9. Name and title of individual completing this Retention Questionnaire:

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and information.

Dated: _____, 2026

[Name]
[Title]
[Firm]

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

MOTION RECORD OF THE APPLICANT (VOL I)
(Recognition of Foreign Orders, returnable March 20, 2026)

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