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Superior Court of Justice - Toronto - Commercial List / Cour supérieure de justice

Court File No. CL-26-00000050-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 20TH
	)	
JUSTICE CAVANAGH	)	DAY OF MARCH, 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

RECOGNITION ORDER

THIS MOTION, 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 Motion Record, recognizing certain orders entered by the United States Bankruptcy Court for the District of New Jersey (the "**U.S. Bankruptcy Court**") in the cases commenced by the Chapter 11 Debtors pursuant to Chapter 11 of the United States Bankruptcy Code (the "**Foreign Proceeding**"), was heard this day by judicial videoconference in Toronto, Ontario.

ON READING the Notice of Motion, the affidavit of George Pantelis, affirmed March 13, 2026, the supplemental affidavit of George Pantelis, affirmed March 18, 2026, and the First Report of KSV Restructuring Inc., in its capacity as information officer (in such capacity, the "**Information Officer**") dated March 18, 2026, filed, and on hearing the submissions of counsel for the Foreign Representative, counsel for the Information Officer, and those other parties that were present and wished to be heard, no one else appearing although duly served as appears from the affidavit of service of Marleigh Dick affirmed March 18, 2026:

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meanings given to them in the Supplemental Order (Foreign Main Proceeding) made in the within proceedings dated as of February 18, 2026.

RECOGNITION OF FOREIGN ORDERS

3. **THIS COURT ORDERS** that the following orders (collectively, the "**Foreign Orders**") of 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) *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;*

(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;*

(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;*

(d) *Final Order (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief;*

(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;*

(f) *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;*

(g) *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases; and (II) Granting Related Relief;*

(h) *Order Authorizing Employment and Payment of Professionals Utilized in the Ordinary Course of Business;*

(i) *Second 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;*

(j) *Final Order (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*;

(k) *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; and*

(l) *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*;

(copies of which are attached as Schedules "A" to "L" 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 in Canada; and (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 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.

GENERAL

4. **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.

5. **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.

6. **THIS COURT ORDERS** that this Order shall be effective as of 12:01 a.m. Eastern Daylight Time on the date of this Order.



SCHEDULE "A"

Final Wages Order

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

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

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(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) 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

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.

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

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

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;

(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.

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.

SCHEDULE "B"

Final Critical Vendors Order

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

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

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(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 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

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.

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.

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.

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

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

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

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

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]

/s/ DRAFT
By: [●]
Title: [●]

Date: [●], 2026

[SUPPLIER]

/s/ DRAFT
By: [●]
Title: [●]
Address: [●]
[●]
Date: [●], 2026

SCHEDULE “C”

Final Insurance Order

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

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

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(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

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.

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.

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.

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

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

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

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.

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.

SCHEDULE "D"

Final Taxes Order

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

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

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(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

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.

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.

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.

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

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.

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.

SCHEDULE “E”

Final Utilities Order

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

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

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(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

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

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.

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.

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

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

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

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

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,

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.

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

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

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.

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.

SCHEDULE “F”

Final Customer Programs Order

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

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

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(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

Stacey L. Meisel

Honorable Stacey L. Meisel
United States Bankruptcy Judge

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.

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

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

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.

SCHEDULE “G”

Rejection Procedures Order

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

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

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(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

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

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.

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

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 objection[1] 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.

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

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.

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

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 objection[2] 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.

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.

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

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KIRKLAND & ELLIS INTERNATIONAL LLP
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Proposed Co-Counsel to the Debtors and the Debtors in Possession

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(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 objection[3] 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.

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)

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-and-

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

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(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.

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.

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

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(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

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*

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Schedule 1

Procedures Order

Schedule 2

Assumed Contracts

Store Number	Contract to Be Assumed	Assumption Counterparty	Proposed Assignee, If Any	Description of Contract[1]	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)

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

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(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.

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.

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

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

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

to the implementation, interpretation, and enforcement of this Order.

SCHEDULE “H”

OCP 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
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

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

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(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

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

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.

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

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.

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

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

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

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.

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

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

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wusatine@coleschotz.com
fyudkin@coleschotz.com

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(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**]

Exhibit 3

Form Retention Questionnaire

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[2]	(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*)
601 Lexington Avenue
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matthew.fagen@kirkland.com
oliver.pare@kirkland.com
nathan.felton@kirkland.com

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

COLE SCHOTZ P.C.
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Warren A. Usatine, Esq.
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msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com

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.

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.):

_____

_____

_____

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:

_____

_____

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]

SCHEDULE "I"

Second Interim Cash Management 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
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

Order Filed on March 16, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(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.

SECOND 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 relief set forth on the following pages, numbered three (3) through seventeen (17), is **ORDERED**.

DATED: March 16, 2026

Honorable Stacey L. Meisel
United States Bankruptcy Judge

Upon the Debtors' motion (the "Motion")[2] for entry of an interim order (this "Second Interim Order"): (a) authorizing, but not directing, the Debtors to (i) operate their cash management system, (ii) honor certain prepetition obligations related thereto, and (iii) maintain existing bank accounts, business forms, and books and records; (b) authorizing, but not directing, the Debtors to continue to perform intercompany transactions; (c) granting the Debtors (i) an interim extension to comply with the deposit and investment requirements set forth in section 345(b) of the Bankruptcy Code pursuant to the Interim Order and (ii) a subsequent waiver thereof pursuant to the Final Order; (d) scheduling a final hearing to consider approval of the Motion on a final basis; 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 second interim 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

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

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 an interim basis as set forth herein.

2. Any objections to the entry of this Second Interim Order, to the extent not withdrawn or settled, are overruled.

3. The final hearing on the Motion will be held on **April 16, 2026, at 10:00 a.m., prevailing Eastern Time**. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by (a) proposed 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), and Oliver Paré (oliver.pare@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); (b) Office of the United States Trustee for the District of New Jersey, Attn.: Fran B. Steele (fran.b.steele@usdoj.gov) and David Gerardi (david.gerardi@usdoj.gov), One Newark Center, Suite 2100 Newark, New Jersey 07102; and (c) counsel to the Official

Committee of Unsecured Creditors, Pachulski Stang Ziehl & Jones LLP, on or before **April 9, 2026, at 4:00 p.m., prevailing Eastern Time**. If no objections are filed to the Motion, this Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.

4. The Debtors are authorized, but not directed, on an interim basis, in the ordinary course of business, to: (a) continue using the Cash Management System, substantially as set forth in the Motion and on Exhibit 1 attached to the Interim Order, in accordance with, and subject to, the terms and conditions of the Cash Management Agreements; (b) use, in their present form, all preprinted correspondence, Business Forms, checks, and Books and Records, *provided*, that once all of the Debtors' existing checks have been exhausted, the Debtors shall, when reordering checks, require the designation "Debtors in Possession" and the above-captioned case number to be printed on all checks; *provided, further*, that, with respect to electronic checks or checks that the Debtors and their agents print themselves, the Debtors shall continue printing the "Debtor in Possession" legend and corresponding above-captioned case number on such checks; (c) honor any prepetition obligations related to the Cash Management System in the ordinary course of business; (d) continue to perform Intercompany Transactions in the ordinary course of business and to treat postpetition Intercompany Balances in a manner consistent with this Court's grant of administrative expense status thereto; (e) maintain all existing Debtor Bank Accounts, including, but not limited to, the Debtor Bank Accounts identified on Exhibit 2 attached to the Interim Order,

in the names and with the account numbers existing immediately before the Petition Date, without the need to comply with certain guidelines relating to bank accounts set forth in the U.S. Trustee Guidelines requiring the opening of separate debtor in possession accounts; (f) treat the Debtor Bank Accounts for all purposes as debtor-in-possession accounts; (g) deposit funds in and withdraw funds from the Debtor Bank Accounts in the ordinary course and by all usual means, including checks, wire transfers, ACH transfers, other debits, or electronic means; (h) pay the Payment Processing Fees and Transport Fees in the ordinary course of business, and (i) pay any ordinary course Bank Fees and charges incurred in connection with the Debtor Bank Accounts and treasury management services, in each case irrespective of whether such fees arose prior to the Petition Date, and to otherwise perform their obligations under the Cash Management Agreements; *provided* that in each case (a) through (i) such action is taken in the ordinary course of business and consistent with historical practices. Any fees, costs, charges, expenses, charge backs, or other reimbursement or payment obligations that are not paid in accordance herewith, or the Cash Management Agreements, are hereby afforded priority as administrative expenses pursuant to section 503(b)(1) of the Bankruptcy Code. Notwithstanding the foregoing, once the Debtors' existing stock of Business Forms have been used, the Debtors shall, when reordering (or with respect to checks or other Business Forms the Debtors or their agents print themselves), require or print as applicable, the designation "Debtors in Possession" and the corresponding lead bankruptcy case number on all such items. For the avoidance of doubt, the Debtors will continue to mark any

electronically produced checks to reflect their status as debtors in possession and to include the corresponding lead bankruptcy case number.

5. The Cash Management Banks are authorized, but not directed, on an interim basis, to (i) continue to maintain, service, and administer the Debtor Bank Accounts as accounts of the Debtors as debtors in possession without interruption and in the ordinary course of business, and to receive, process, honor, and pay, to the extent of available funds, all checks, drafts, wires, credit card payments, ACH transfers, and other electronic transfers of any kind issued and drawn on the Debtor Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be (including the completion of any such transaction commenced on or before the Petition Date but not completed until on or after the Petition Date), and (ii) rely on the Debtors' designation of any particular check or electronic payment request as approved by this Second Interim Order.

6. The Cash Management Banks are authorized, but not directed, on an interim basis, to debit the Debtor Bank Accounts in the ordinary course of business without the need for further order of this Court for: (a) all checks and other payment orders drawn on the Debtor Bank Accounts which are cashed at such Cash Management Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (b) all checks, ACH transaction funds, wire transfers, or other items deposited in one of the Debtor Bank Accounts with such Cash Management Bank prior to, on, or after the Petition Date that have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith; (c) all prepetition

amounts outstanding as of the date hereof, if any, owed to any Cash Management Bank as service charges for the maintenance of the Cash Management System; and (d) any payments in connection with the Cash Management System owed on or after the Petition Date (including with respect to "netting" or setoffs, and the automatic stay under Bankruptcy Code section 362(a) is lifted to the extent necessary to allow the Cash Management Banks to effectuate such "netting" or setoffs).

7. The Cash Management Banks are authorized, but not directed, on an interim basis, to continue to charge, and the Debtors are authorized to pay, honor, or allow the deduction from the appropriate Bank Account, the Bank Fees in the ordinary course of business, whether such items are dated prior to, on, or subsequent to the Petition Date.

8. The Cash Management Agreements existing between the Debtors and the Cash Management Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Cash Management Banks, and all of the provisions of such agreements, including, without limitation, the termination, fee provisions, rights, benefits, collateral, offset rights, and remedies afforded under such agreements shall remain in full force and effect absent further order of the Court. Either the Debtors or the Cash Management Banks may, without further order of this Court, implement changes to the Cash Management System and cash management procedures in the ordinary course of business, as may be permitted pursuant to the terms and conditions of the applicable Cash Management Agreement governing the Debtor

Bank Accounts, including, without limitation, the opening and closing of bank accounts, subject to the notice requirements set forth in this Second Interim Order.

9. Subject to the terms of the applicable Cash Management Agreement and the terms of this Second Interim Order, the Debtors are authorized, but not directed, to (a) implement changes to the Cash Management System and procedures in the ordinary course of business, including, without limitation, by, subject to the Approved Budget (as defined in the Cash Collateral Order[1]) and Cash Collateral Order, reimbursing SPARC in cash on a postpetition basis for the Covered Expenses that SPARC pays on the Debtors' behalf, and (b) open any new bank accounts or close any existing Debtor Bank Accounts, and entering into any ancillary agreements, including deposit account control agreements, related to the foregoing, as they may deem necessary and appropriate in their sole discretion; *provided* that the Debtors give two (2) business days' prior notice thereof to Otterbourg P.C., counsel to the Prepetition ABL Administrative Agent, Ropes & Gray LLP, counsel to the Prepetition Term Loan Agent, Choate, Hall & Stewart LLP, counsel to the Prepetition Subordinated Loan Agent, the U.S. Trustee, and counsel to the Official Committee of Unsecured Creditors (the "Committee"), Pachulski Stang Ziehl & Jones LLP; *provided*, *further*,

[1] *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"), and *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").

that any such new bank account opened by the Debtors shall be established at an institution that is (a) party to a Uniform Depository Agreement with the U.S. Trustee for Region 3 or is willing to immediately execute a Uniform Depository Agreement or (b) bound by the terms of this Second Interim Order. The relief granted in this Second Interim Order is extended to any new bank account opened by the Debtors in the ordinary course of business after the date hereof, which account shall be deemed a "Debtor Bank Account," and to the bank at which such account is opened, which bank shall be deemed a "Cash Management Bank." The opening or closing of a bank account shall be timely indicated on the Debtors' monthly operating reports. Any new debtor-in-possession bank account must bear the designation "Debtor in Possession" and designated as "Debtor in Possession" account with the case number. The U.S. Trustee and the Committee shall have fourteen days from the receipt of such notice to file any objection with regard to the opening or closing of a bank account, or such later date as may be extended by the Court or agreed to between the parties, as applicable.

10. All amounts relating to Carve Out (as defined in the Cash Collateral Order), and maintained in the Funded Reserve Account (as defined in the Cash Collateral Order), shall be held in accordance with, and subject to, the terms and conditions of the Cash Collateral Order.

11. Any bank, including the Cash Management Banks, may rely upon the representations of the Debtors, without any duty to inquire otherwise, with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should

be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Second Interim Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of a good-faith mistake made despite the implementation of reasonable customary handling procedures, shall be deemed to be nor shall be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Second Interim Order. Notwithstanding the foregoing in this paragraph 10, the Cash Management Banks maintaining any of the Debtor Bank Accounts shall not honor or pay any bank payments drawn on the Debtor Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue timely stop payment orders in accordance with the Cash Management Agreements, *provided*, however, that the Cash Management Banks shall not be liable to the Debtors, their estates, or any other party on account of any payments following a timely stop payment order as a result of a good-faith mistake by the Cash Management Bank despite the implementation of reasonable customary handling procedures.

12. Any banks, including the Cash Management Banks, are further authorized to honor the Debtors' directions with respect to the opening and closing of any Debtor Bank Account and accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions.

13. The Debtors are further authorized, but not directed, on an interim basis, to maintain the Credit Card Program and merchant services provided by the Cash Management Banks, including without limitation PNC and PNC Merchant Services, or any other corporate credit card provider, and the Debtors shall honor all prepetition and postpetition obligations arising in connection with the programs and services maintained by the Debtors and pay or reimburse any ordinary course amounts owed in connection therewith, including amounts for any fees, charges, refunds, chargebacks, reserves and other amounts due and owing from the Debtors to the providers of the Corporate Cards, Credit Cards or merchant services, and the Cash Management Banks providing such programs and services are authorized to receive or obtain payment for such obligations, as provided under, and in the manner set forth in, the applicable Cash Management Agreement governing such program or service.

14. Subject to the Cash Collateral Order and the Cash Management Agreements, the Debtors are authorized to honor their obligations with respect to Intercompany Transactions and to continue engaging in Intercompany Transactions (including with Non-Debtor Affiliates), in the ordinary course of business on a postpetition basis; *provided* that the Debtors shall provide counsel to the Committee with at least three (3) days' prior notice of payment of any Intercompany Balance for a single item exceeding $50,000 between any Debtor entity and any non-Debtor affiliate, including a report detailing the calculation of such Intercompany Transaction. For the avoidance of doubt, the Debtors are also authorized to continue Intercompany Transactions arising from or

related to the operation of their business, including Intercompany Transactions with Non-Debtor Affiliates in the ordinary course of business, subject to, and in accordance with, the Approved Budget (as defined in the Cash Collateral Order), and the Cash Collateral Order; *provided, however*, that the Debtors shall provide the Committee with a monthly report summarizing the Covered Expenses paid by SPARC on the Debtors' behalf and the amounts reimbursed by the Debtors to SPARC during the reporting period by no later than the fifteenth (15th) day of the month for the preceding month. Notwithstanding the foregoing, the Debtors shall not be authorized by this Second Interim Order to undertake any Intercompany Transactions that are outside the ordinary course of business; *provided further* that, except as may otherwise be ordered by this Court, the Debtors shall not be authorized by this Second Interim Order to make cash payments on account of any prepetition Intercompany Balances. For the avoidance of doubt, the Cash Management Banks shall not have any liability for processing (a) any Intercompany Transactions outside the ordinary course of business, (b) cash payments on account of any prepetition Intercompany Balances, or (c) any other transaction addressed by this paragraph 14.

15. All Intercompany Balances arising after the Petition Date as a result of Intercompany Transactions and transfers in the ordinary course of business shall be accorded administrative expense status in accordance with section 503(b) of the Bankruptcy Code; *provided, however,* nothing herein shall limit or be construed to limit the Debtors' ability to reconcile amounts owed between and among any Debtors, including netting and setting off obligations

arising from Intercompany Transaction, whether arising prepetition or postpetition, in the ordinary course of business, as determined by the applicable Debtor.

16. The relief granted in this Second Interim Order with respect to the postpetition Intercompany Transactions and the Intercompany Balances resulting therefrom shall not constitute a finding as to the validity, priority, or status of any prepetition Intercompany Balance or any Intercompany Transaction from which such Intercompany Balance may have arisen, and all parties' rights with respect to the validity, priority, or status of any prepetition Intercompany Balance or any Intercompany Transaction from which such Intercompany Balance may have arisen are expressly reserved.

17. The Debtors shall maintain accurate records of all transactions and transfers, including Intercompany Transactions, and the payment of Intercompany Balances in sufficient detail such that all transactions may be readily traced, ascertained, and recorded properly on applicable intercompany accounts (if any) and distinguished between prepetition and postpetition transactions for the purposes of determining administrative expense status.

18. Nothing contained in the Motion or this Second Interim Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien or setoff right, in favor of any person or entity, that existed as of the Petition Date.

19. To the extent the Bank Accounts existing as of the Petition Date are not in compliance with section 345(b) of the Bankruptcy Code or any provision of the U.S. Trustee Guidelines, the Debtors shall have sixty (60) days from the entry of this Second Interim Order to come into compliance with section 345(b) of the Bankruptcy Code and the U.S. Trustee Guidelines, without prejudice to seek additional extensions; *provided* that nothing herein shall prevent the Debtors from seeking further relief from this Court to the extent that an agreement cannot be reached within that time period (or such other period as agreed to by the Debtors and the U.S. Trustee). The Debtors may obtain a further extension of such sixty-day (60) period by written agreement with the U.S. Trustee without the need for further Court order.

20. Notwithstanding the Debtors' use of the Cash Management System, the Debtors shall calculate their quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor regardless of which entity pays those disbursements.

21. Except as specifically set forth in this Second Interim Order, nothing contained in the Motion or any actions taken pursuant to this Second Interim 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 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 Second Interim 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.

22. Subject to the terms of the Cash Collateral Order, or further order of the Court, the Debtors are authorized, but not directed, on an interim basis, 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.

23. Nothing in this Second Interim Order directs the Debtors to accelerate any payments not otherwise due.

24. 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, the Bankruptcy Local Rules, and the Complex Case Procedures are satisfied by such notice.

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

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

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

SCHEDULE “J”

Final Store Closing Order

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

Order Filed on March 16, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(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 TOASSUME 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 relief set forth on the following pages, numbered three (3) through twenty-nine (29), is **ORDERED**.

DATED: March 16, 2026

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

Upon the Debtors' motion (the "Motion")[2] for entry of a final order (this "Final Order"): (a) authorizing, but not directing, the Debtors to assume and perform under the Agency Agreement; (b) authorizing and approving the conduct of the store closings or similar themed sales at the Closing Stores pursuant to the procedures set forth in the Motion, with such sales to be free and clear of all liens, claims, and encumbrances pursuant to section 363(f) of the Bankruptcy Code, in accordance with the terms of the Sale Guidelines; (c) approving modifications to certain customer programs at the Closing Stores, including the acceptance of gift cards; 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; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing

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

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 FOUND AND DETERMINED THAT**:

A. The Debtors have advanced sound business reasons for assuming the Agency Agreement and adopting the Sale Guidelines, as set forth in the Motion and at the Hearing, and assuming the Agency Agreement is a reasonable exercise of the Debtors' business judgment and in the best interest of the Debtors and their estates.

B. The Agency Agreement, a copy of which is attached to this Final Order as **Exhibit 1**, was negotiated, proposed, and entered into by the Agent and the Debtors without collusion, in good faith and from arm's length bargaining positions.

C. The assumption of the Agency Agreement is a sound exercise of the Debtors' business judgment.

D. The U.S. Sale Guidelines and the Canadian Sale Guidelines, which are attached hereto as **Exhibit 2-A** and **Exhibit 2-B**, respectively, are reasonable and appropriate, and the conduct of the Sales in accordance with the Sale Guidelines will provide an efficient means for the Debtors to dispose of the Store Closure Assets and are in the best interest of the Debtors' estates.

E. The Store Closings and Sales are in the best interest of the Debtors' estates.

F. The Dispute Resolution Procedures are fair and reasonable and comply with applicable law.

G. The Debtors have represented that they intend to neither sell nor lease personally identifiable information pursuant to the relief requested in the Motion, although the Agent will be authorized to distribute e-mails and promotional materials to the Debtors' customers consistent with the Debtors' existing policies on the use of consumer information.

H. The entry of this Final Order is in the best interests of the Debtors and their estates, creditors, and interest holders and all other parties in interest herein; and now therefore 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 and empowered to take any and all further actions as may be reasonably necessary or appropriate to give effect to this Final Order.

4. To the extent of any conflict between this Final Order, the Sale Guidelines, and the Agency Agreement, the terms of this Final Order shall control over all other documents and the Sale Guidelines shall control over the Agency Agreement.

I. Authority to Assume the Agency Agreement.

5. The Debtors are authorized to assume and perform under the Agency Agreement pursuant to sections 363 and 365 of the Bankruptcy Code, including making payments required by the Agency Agreement to the Agent, including with respect to reasonable and documented costs and expenses incurred by the Agent pursuant to the Agency Agreement and fees due to the Agent

on account of services provided from the Petition Date through the date of entry of this Final Order, without further order of the Court and without any need for the Agent to file any request for payment with the Court or to provide notice to any party other than those required by the Agency Agreement. All such payments of fees and reimbursement of expenses shall be free and clear of any and all encumbrances.

6. Subject to the restrictions set forth in this Final Order, the Sale Guidelines, and any Side Letters (as defined below), the Debtors and the Agent are hereby authorized to take all actions as may be necessary or desirable to implement the Agency Agreement and the Sales, and each of the transactions contemplated by the Agency Agreement, and any actions taken by the Debtors and the Agent necessary or desirable to implement the Agency Agreement and/or the Sales prior to the date of this Final Order, are hereby approved and ratified.

7. The Agency Agreement and related documents may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court, so long as any such modifications, amendments, or supplements are not materially adverse to the Debtors or their estates; *provided* that (a) the Debtors shall provide five calendar days' advance notice of any contemplated material modification(s) (which may be via email) to the U.S. Trustee, counsel to the Official Committee of Unsecured Creditors (the "Creditors' Committee"), and counsel to any party that has requested such notice. If a Party timely objects to a proposed material modification and cannot be consensually resolved, the Agency Agreement shall not proceed with such modification absent a further order of the Court approving such

modification. The Debtors are hereby authorized to enter into additional agreements in connection with any Closing Stores or Sales related thereto on terms materially consistent with the Debtors' historic practices.

8. Notwithstanding anything to the contrary in the Agency Agreement, the Debtors and their estates shall not indemnify the Agent for any damages arising out of the Agent's unlawful behavior, willful misconduct, or gross negligence.

9. The Agent shall not be liable for sales taxes except as expressly provided in the Agency Agreement and the payment of any and all sales taxes is the responsibility of the Debtors. The Debtors are directed to remit all taxes arising from the Sales to the applicable Governmental Units as and when due, *provided* that in the case of a *bona fide* dispute the Debtors are only directed to pay such taxes upon the resolution of the dispute, if and to the extent that the dispute is decided in favor of the applicable Governmental Unit. For the avoidance of doubt, sales taxes collected and held in trust by the Debtors shall not be used to pay any creditor or any other party, other than the applicable Governmental Unit for which the sales taxes are collected. The Agent shall collect, remit to the Debtors, and account for sales taxes as and to the extent provided in the Agency Agreement. This Final Order does not enjoin, suspend, or restrain the assessment, levy, or collection of any tax under state law, and does not constitute a declaratory judgment with respect to any party's liability for taxes under state law.

10. To the extent the Agent seeks to contract with Additional Consultants, the Agent is authorized to enter into an agreement with Additional Consultants absent further Court approval;

provided that, (a) Agent provides notice thereof to the Court and (b) such additional agreement does not require any additional obligations from the Debtors to such Additional Consultants.

11. The failure to include any provisions of the Agency Agreement in this Final Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that such provisions of the Agency Agreement be, and hereby are, authorized and approved.

I. Authority to Engage in Sales and Conduct Store Closings.

12. The Debtors are authorized, but not directed, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to immediately continue the Sales at the Closing Stores in accordance with this Final Order, the Sale Guidelines, and the Agency Agreement, as may be modified by any Side Letters (as defined below) between the Debtors and/or the Agent and the landlords at the Closing Stores.

13. The Sale Guidelines are approved in their entirety on a final basis.

14. The Debtors are authorized to discontinue operations at the Closing Stores in accordance with this Final Order and the Sale Guidelines.

15. All entities that are presently in possession of some or all of the Merchandise or FF&E in which the Debtors hold an interest that are or may be subject to the Agency Agreement or this Final Order hereby are directed to surrender possession of such Merchandise or FF&E to the Debtors or the Agent.

16. Neither the Debtors nor the Agent nor any of their officers, employees, or agents shall be required to obtain the approval of any third party, including (without limitation) any

Governmental Unit (as defined under section 101(27) of the Bankruptcy Code) or landlord, to conduct the Sales and Store Closings and to take the related actions authorized herein, including pausing or discontinuing a Store Closing in their business judgment.

II. Conduct of the Sales.

17. The Debtors and Agent are hereby authorized to take such actions as may be necessary and appropriate to implement the Agency Agreement and to conduct the Sales and Store Closings without necessity of further order of this Court as provided in the Agency Agreement and the Sale Guidelines (subject to any Side Letters (as defined below)), including, but not limited to, advertising the sale as a "store closing sale," "sale on everything," "everything must go," "going-out-of-business," or similar-themed sales as contemplated in the Sale Guidelines through the posting of signs (including the use of exterior banners at non-enclosed mall closing locations, and at enclosed mall closing locations to the extent the applicable closing location entrance does not require entry into the enclosed mall common area), use of signwalkers, A-frames, and other street signage, as contemplated in the Sale Guidelines.

18. In accordance with the Agency Agreement, the Agent is authorized, at the Agent's sole cost and expense, to supplement the Merchandise in the Closing Stores with Additional Agent Goods, provided that any such supplementing with Additional Agent Goods must be of like kind, in the Debtors' sole discretion maintain the overall merchandising brand image of the Debtors, and are of no lesser quality than the Merchandise in the Sales.

19. All transactions relating to the Additional Agent Goods are, shall be construed as, and are acknowledged by the Debtors to be a true consignment from Agent to the Debtors under Article 9 of the Uniform Commercial Code in effect (the "UCC"), and not a consignment for security purposes. At all times and for all purposes, the Additional Agent Goods and their proceeds *less* Additional Agent Goods Fee, shall be the exclusive property of the Agent, and no other person or entity (including, without limitation, the Debtors, or any third person claiming a security interest in the Debtors' property, including any of the Debtors' secured lenders) shall have any claim against any of the Additional Agent Goods or the proceeds thereof. The Additional Agent Goods shall at all times remain subject to the exclusive control of the Agent. Agent is hereby granted a first priority security interest in (i) the Additional Agent Goods and (ii) the Additional Consultant Goods proceeds, *less* the Additional Agent Goods Fee, which security interest shall be deemed perfected on an final basis pursuant to this Final Order without the requirement of filing UCC financing statements or providing notifications to any prior secured parties (provided that Agent is hereby authorized to deliver any notices and file any financing statements and amendments thereof under the applicable UCC identifying Agent's interest in the Additional Agent Goods (and any proceeds from the sale thereof) as consigned goods thereunder and the Debtors as the consignee therefor, and Agent's security interest in such Additional Agent Goods and Additional Agent Goods proceeds). As part of each weekly reconciliation, the Debtors shall turnover all proceeds from the sale of Additional Agent Goods to the Agent, net of any fee payable to the Debtors pursuant to the Agency Agreement.

20. Except as expressly provided in the Agency Agreement and the Sale Guidelines, the sale of the Merchandise and FF&E shall be conducted by the Debtors and the Agent notwithstanding any restrictive provision of any lease, sublease, restrictive covenant, or other agreement relative to occupancy affecting or purporting to restrict the conduct of the Store Closings or the Sales (including the sale of the Merchandise and FF&E), abandonment of assets, or "going dark" provisions shall not be enforceable in conjunction with the Store Closings or the Sales. Breach of any such provisions in these chapter 11 cases in conjunction with the Store Closings or the Sales shall not constitute a default under a lease or provide a basis to terminate the lease; *provided* that the Store Closings and Sales are conducted in accordance with the terms of this Final Order, any Side Letter, and the Sale Guidelines. The Debtors and/or Agent and landlords of the Closing Stores are authorized to enter into agreements ("Side Letters") between themselves modifying the Sale Guidelines without further order of the Court, and such Side Letters shall be binding as among the Debtors, the Agent, and any such landlords. In the event of any conflict between the Sale Guidelines, the Agency Agreement, any Side Letter, and this Final Order, the terms of such Side Letter shall control.

21. Copies of any Side Letters will be provided by the Debtors to counsel to the Creditors' Committee (attorneys' eyes only) and to the U.S. Trustee as soon as reasonably practicable, but not longer than two (2) business days after execution.

22. Except as expressly provided for herein or in the Sale Guidelines, no person or entity, including, but not limited to, any landlord, licensor, service providers, utilities, or creditors,

shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the Sales or the sale of Merchandise or FF&E, or the advertising and promotion (including the posting of signs and exterior banners or the use of sign-walkers) of such sales, and all such parties and persons of every nature and description, including, but not limited to, any landlord, licensor, service providers, utilities, and creditors and all those acting for or on behalf of such parties, are prohibited and enjoined from (a) interfering in any way with, obstructing, or otherwise impeding, the conduct of the Store Closings, and/or (b) instituting any action or proceeding in any court (other than in the Court or Canadian Court, as applicable) or administrative body seeking an order or judgment against, among others, the Debtors, the Agent, or the landlords at the closing locations that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Sales or sale of the Merchandise or FF&E or other liquidation sales at the closing locations and/or seek to recover damages for breach(es) of covenants or provisions in any lease, sublease, license, or contract based upon any relief authorized herein.

23. In accordance with and subject to the terms and conditions of the Agency Agreement, the Agent shall have the right to use the Closing Stores and all related Closing Store services, furniture, fixtures, equipment and other assets of the Debtors for the purpose of conducting the Sales, free of any interference from any entity or person, subject to compliance with the Sale Guidelines and this Final Order, as may be modified by any Side Letters.

24. Pursuant to section 363(f) of the Bankruptcy Code, the Agent, on behalf of the Debtors, is authorized to sell the Store Closure Assets and all sales of Store Closure Assets, whether by the Agent or the Debtors, shall be free and clear of any and all liens, claims, encumbrances, and other interests; *provided*, *however*, that any such liens, claims, encumbrances, and other interests shall attach to the proceeds of the sale of the Store Closure Assets with the same validity, in the amount, with the same priority as, and to the same extent that any such liens, claims, and encumbrances have with respect to the Store Closure Assets, subject to any claims and defenses that the Debtors may possess with respect thereto and the Agent's fees and expenses (as provided in the Agency Agreement).

25. The Debtors and/or the Agent (as the case may be) are authorized and empowered to transfer Store Closure Assets among, and into, the Closing Stores in accordance with the Sale Guidelines, as applicable. The Agent is authorized to sell the Debtors' FF&E and abandon the same, in each case, as provided for and in accordance with the terms of the Agency Agreement and the Sale Guidelines. Any abandonment of such FF&E or other property will be in accordance with the Rejection Procedures.

26. Notwithstanding anything to the contrary in this Final Order, the Debtors and/or the Agent shall not sell or abandon any property that the Debtors know is not owned by the Debtors (except in accordance with the Sale Guidelines); *provided* that the Debtors will use their best efforts to notify the owners or lessors of such property of the location at which it may be retrieved;

provided, further, that the Debtors may abandon property owned by the landlord at the applicable Closing Store.

27. The Debtors assert that the Sales are consistent with the Debtors' privacy policies, and, as such, are authorized to conduct the Sales on an interim basis without the appointment of a consumer privacy ombudsman. However, nothing contained in this Final Order shall prejudice parties in interest, including the U.S. Trustee and the Creditors' Committee, from seeking the appointment of a consumer privacy ombudsman at a later date in connection with any proposed Sales.

28. Neither the Sale Guidelines, Agency Agreement, nor this Final Order authorize the Debtors to transfer or sell to the Agent or any other party the personal identifying information (which means information that alone or in conjunction with other information identifies an individual, including but not limited to an individual's first name (or initial) and last name, physical address, electronic address, telephone number, social security number, date of birth, government-issued identification number, account number and credit or debit card number) ("PII") of any customers unless such sale or transfer is permitted by the Debtors' privacy policy and state, provincial or federal privacy and/or identity theft prevention laws and rules. The foregoing shall not limit the Agent's use of the Debtors' customer lists and mailing lists in accordance with the Agency Agreement solely for purposes of advertising and promoting the Sales.

29. The Debtors shall remove or cause to be removed any confidential information and/or PII in any of the Debtors' hardware, software, computers or cash registers or similar

equipment which are to be sold or abandoned so as to render the PII unreadable or undecipherable. At the conclusion of the Sales, the Agent shall provide the Debtors with written verification that the Agent has not removed, copied, or transferred any customer PII and that any records containing PII were shredded, erased or otherwise modified to render the PII unreadable or undecipherable.

30. Nothing herein shall limit the Debtors' right to pause or discontinue a Sale at a Closing Store.

31. All newspapers and other digital and traditional advertising media in which the Sales and Store Closings may be advertised. All landlords and all governmental units are directed to accept this Final Order as binding authority so as to authorize the Debtors and the Agent to conduct the Sales and Store Closings pursuant to the Agency Agreement, including, without limitation, to conduct and advertise the sale of the Merchandise and FF&E in the manner contemplated by and in accordance with this Final Order, the Sale Guidelines, and the Agency Agreement, notwithstanding any restrictions in any applicable leases or applicable laws.

III. Closing Store Customer Policies.

32. The Debtors will continue to honor Rewards Points on account of the Debtors' Adventure Rewards Program for thirty days from the date of the Interim Order. After such thirty-day period, the Debtors will discontinue the Adventure Rewards Program with respect to the Closing Stores, so that customers will no longer earn Rewards Points on account of purchases

at Closing Stores nor will such Closing Stores honor Adventure Reward Certificates (as defined in the Customer Programs Motion).

33. The Debtors will continue to accept the Debtors' validly-issued gift cards at Closing Stores for thirty days after the date of the Interim Order. Following such thirty-day period, the Debtors will no longer accept gift cards at such Closing Stores. Notwithstanding any policy or state law to the contrary, the gift cards and related customer programs shall not be redeemable for cash at any time.

34. Merchandise sold in the Sales shall be on a "final" basis and refunds and/or returns of such items shall not be accepted at any of the Debtors' retail locations.

35. The Debtors shall post notice of changes to the customer policies at cash registers and on the website of the Debtors' claims and noticing agent's website at https://cases.stretto.com/EddieBauer.

IV. Dispute Resolution Procedures with Governmental Units.

36. Nothing in this Final Order, the Agency Agreement, the Sale Guidelines, or any Side Letter releases, nullifies, or enjoins the enforcement of any liability to a Governmental Unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) to which any entity would be subject as the owner, lessor, lessee, or operator of the property after the date of entry of this Final Order. Nothing contained in this Final Order, the Agency Agreement, the Sale Guidelines, or any Side Letter shall in any way diminish the obligation of any entity, including the Debtors, to comply with environmental laws consistent

with their rights and obligations as debtors in possession under the Bankruptcy Code. The Store Closings and the Sales shall not be exempt from laws of general applicability, including, without limitation, public health and safety, criminal, tax, (including, but not limited to, the collection of Sales Taxes), labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including consumer laws regulating deceptive practices and false advertising, consumer protections, express or implied warranties of goods, and "weights and measures" regulation and monitoring (collectively, "General Laws"). Nothing in this Final Order, the Agency Agreement, the Sale Guidelines, or any Side Letter shall alter or affect obligations to comply with all applicable federal safety laws and regulations. Nothing in this Final Order shall be deemed to bar any Governmental Unit (as such term is defined in section 101(47) of the Bankruptcy Code) from enforcing General Laws in the applicable non-bankruptcy forum, subject to the Debtors' rights to assert in the applicable forum that any such laws are not in fact General Laws or that such enforcement is impermissible under the Bankruptcy Code or this Final Order. Notwithstanding any other provision in this Final Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Final Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code or the Companies' Creditors Arrangement Act (the "CCAA"), as applicable. Nothing in this Final Order shall be deemed to have made any rulings on any such issues.

37. To the extent that the sale of Store Closure Assets is subject to any Liquidation Sale Laws, including any federal, state, provincial, or local statute, ordinance, rule, or licensing

requirement directed at regulating "going out of business," "store closing," or similar inventory liquidation sales, or bulk sale laws, laws restricting safe, professional and non-deceptive, customary advertising such as signs, banners, signage, and use of sign-walkers solely in connection with the sale of the Store Closing Assets, including ordinances establishing license or permit requirements, waiting periods, time limits, or bulk sale restrictions that would otherwise apply solely to the sale of the Store Closure Assets, the dispute resolution procedures set forth in section V in this Final Order shall apply, and the Dispute Resolution Procedures shall control over any Side Letters (provided that, subject to recognition of this Final Order by the Canadian Court, these Dispute Resolution Procedures shall not apply with respect to the sale of the Store Closing Assets in Canadian Closing Stores, and that any such disputes shall be dealt with by the Canadian Court). Additionally:

i. Provided that the Sales are conducted in accordance with this Final Order, any Final Order, and the Sale Guidelines, the Debtors, the Agent, and the Debtors' landlords shall be deemed to be in compliance with any requirements of all county, parish, or municipal or other local government (hereinafter referred to as "Local") and state Liquidation Sale Laws establishing licensing or permitting requirements, waiting periods or time limits, or bulk sale restrictions that would otherwise apply to the Sales and sales of the Store Closure Assets of any state or local Governmental Unit (as defined in section 101(27) of the Bankruptcy Code); *provided*, that the term "Liquidation Sale Laws" shall be deemed not to include any public health or safety laws of any state (collectively, the "Safety Laws"), and the Debtors and the Agent shall continue to be required to comply, as applicable, with such Safety Laws and laws of general applicability, including, without limitation, Safety Laws, criminal, tax (including, but not limited to the collection of Sales Taxes), labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including consumer laws regulating deceptive practices and false advertising, consumer protection, the sale of gift certificates, layaway programs, return of goods, express or implied warranties of goods, and "weights and measure" regulation and monitoring (collectively "General Laws"), subject to any applicable

provision of the Bankruptcy Code and federal law, and nothing in this Final Order shall be deemed to bar Governmental Units (as defined in section 101(27) of the Bankruptcy Code) or public officials from enforcing Safety Laws or General Laws.

ii. Within five business days after entry of this Final Order, the Debtors will serve by first-class mail, copies of this Final Order, the Agency Agreement, and the U.S. Sale Guidelines on the following: (a) the Attorney General's office for each state where the Sales are being held; (b) the county consumer protection agency or similar agency for each county where the Sales are being held; (c) the division of consumer protection for each state where the Sales are being held; and (d) the landlords for the Closing Stores (other than Canadian Closing Stores) as of the date of service (collectively, the "Dispute Notice Parties").

iii. To the extent that there is a dispute arising from or relating to the Sales, this Final Order, the Agency Agreement, or the U.S. Sale Guidelines, which dispute relates to any Liquidation Sale Laws (a "Reserved Dispute"), the Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any time within ten (10) days following entry of this Final Order, any Governmental Unit may assert that a Reserved Dispute exists by sending a notice (the "Dispute Notice") explaining the nature of the dispute to: (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); (c) Agent, c/o Hilco Merchant Resources, LLC, One Northbrook Place, 5 Revere Drive, Suite 206, Northbrook, IL 60062, Attn.: T. Kellan Grant (kgrant@hilcoglobal.com) and Robert Raskin (rraskin@sb360.com); (d) counsel to the Agent, Riemer & Braunstein LLP, Times Square Tower, Seven Times Square, Suite 2506, New York, New York 10036, Attn: Steven E. Fox (sfox@riemerlaw.com); (e) the Office of 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), Lauren Bielskie (Lauren.Bielskie@usdoj.gov), and David Gerardi (David.Gerardi@usdoj.gov); and (f) affected landlords at the notice address in the lease and their counsel of record (if known). If the Debtors and the Governmental Unit are unable to resolve the Reserved Dispute within fifteen days after service of the notice, the Governmental Unit may file a motion with the Court

requesting that the Court resolve the Reserved Dispute (a "Dispute Resolution Motion").

iv. In the event that a Dispute Resolution Motion is filed, nothing in the Interim Order or the Final Order, as applicable, shall preclude the Debtors, a landlord, or any other interested party from asserting (a) that the provisions of any Liquidation Sale Laws are preempted by the Bankruptcy Code, or (b) that neither the terms of the Interim Order or the Final Order nor the conduct of the Debtors pursuant to the Interim Order or the Final Order violates such Liquidation Sale Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of the Interim Order or the Final Order, or to limit or interfere with the Debtors' or the Agent's ability to conduct, or to continue to conduct, the Sales pursuant to the Interim Order or the Final Order, as applicable, absent further order of the Court. Upon the entry of the Interim or the Final Order, the Debtors and the Agent shall be authorized to conduct the Sales pursuant to the terms of the Interim Order or the Final Order, the Agency Agreement, and the U.S. Sale Guidelines (as may be modified by any Side Letters) and to take all actions reasonably related thereto or arising in connection therewith. Any Governmental Unit will be entitled to assert any jurisdictional, procedural, or substantive arguments it wishes with respect to the requirements of its Liquidation Sale Laws or the lack of any preemption of such Liquidation Sale Laws by the Bankruptcy Code. Nothing in the Interim Order or the Final Order will constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.

v. If, at any time, a dispute arises among the Debtors and/or the Agent, on the one hand, and a Governmental Unit, on the other hand, as to whether a particular law is a Liquidation Sale Law, and subject to any provisions contained in the Interim Order or the Final Order related to the Liquidation Sale Laws, then any party to that dispute may utilize the provisions of subparagraphs (iii) and (iv) above by serving a notice to the other party and proceeding thereunder in accordance with those paragraphs. Any determination with respect to whether a particular law is a Liquidation Sale Law shall be made *de novo.*

38. Subject to the foregoing, every federal, state, or local agency, departmental, or Governmental Unit with regulatory authority over the Sales and all newspapers and other advertising media in which the Sales are advertised shall consider this Final Order as binding

authority that no further approval, license, or permit of any Governmental Unit shall be required, nor shall the Debtors or the Agent be required to post any bond, to conduct the Sales.

39. Provided that the Sales are conducted in accordance with the terms of this Final Order, the Agency Agreement, and the Sale Guidelines (as may be modified by Side Letters) and in light of the provisions in the laws that exempt court-ordered sales from their provisions, the Debtors and Agent shall be presumed to be in compliance with any Liquidation Sale Laws and are authorized to conduct the Sales in accordance with the terms of this Final Order and the Sale Guidelines (as may be modified by Side Letters) without the necessity of further showing compliance with any such Liquidation Sale Laws, subject to the dispute resolution provisions set forth in this section V of this Final Order.

V. Other Provisions.

40. To the extent the Debtors are subject to any state Fast Pay Laws in connection with the Store Closings, the Debtors shall be presumed to be in compliance with such laws to the extent, in applicable states, such payroll payments are made by the Debtors' next regularly scheduled payroll and consistent with, and subject to, any previous orders of this Court regarding payment of the same.

41. Not later than seven days prior to the objection deadline related to entry of an order approving the Motion on a final basis, the Agent shall file a declaration disclosing connections to the Debtors, their creditors, and other parties in interest in these chapter 11 cases, and the Debtors shall serve the same on the U.S. Trustee, counsel to the Creditors' Committee, and all parties who

have filed requests for service under Bankruptcy Rule 2002, by e-mail, or if the e-mail address is not available to the Debtors, then by first class mail.

42. To the extent the Agent seeks to contract with other parties as additional consultants (each an "Additional Consultant"), such Additional Consultant shall promptly file a declaration disclosing the information set forth in paragraph 41 of the Final Order and, upon being contracted with, be subject to the provisions of this Final Order.

43. The Agent shall act solely as an agent to the Debtors and shall not be liable for any claims against the Debtors other than as expressly provided in the Agency Agreement (including the Agent's indemnity obligations thereunder) or the Sale Guidelines, with the exception of acts of gross negligence or willful misconduct and, for greater certainty, the Agent shall not be deemed to be an employer, or a joint or successor employer or a related or common employer or payor within the meaning of any legislation governing employment or labor standards or pension benefits or health and safety or other statute, regulation or rule of law or equity for any purpose whatsoever, and shall not incur any successor liability whatsoever.

44. The Debtors are authorized and permitted to transfer to the Agent PII in the Debtors' custody and control solely for the purposes of assisting with and conducting the Sale and only to the extent necessary for such purposes, *provided* that the Debtors, with the assistance of the Agent, remove such PII from the FF&E prior to any abandonment of the same.

45. 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).

46. Nothing in this Final Order shall amend, alter, or otherwise modify the terms of the Final Cash Collateral Order as it relates to any tax reserve established as adequate protection for the claims of the City of Allen, Allen Independent School District, Bexar County, Cypress-Fairbanks Independent School District, Hidalgo County, San Marcos CISD, Tarrant County, City of Mercedes, Mercedes Independent School District, Williamson County and Hays County (collectively, the "Texas Tax Authorities").

47. Notwithstanding anything set forth to the contrary in the Motion, the Interim Order, this Final Order, or the Agency Agreement, nothing therein shall be deemed to effect an involuntary substitution of the bonded principal under any existing surety bond, and, unless agreed to by, as applicable, Trisura Guarantee Insurance Company ("Trisura"), Liberty Mutual Insurance Company ("Liberty Mutual"), or Zurich American Insurance Company or any of their respective affiliates or subsidiaries (collectively, "Zurich," and together with Trisura and Liberty Mutual,

the "Sureties"), such bonded principal shall remain the named principal and obligor under such bonds.

48. Notwithstanding anything set forth to the contrary in the Motion, the Interim Order, this Final Order, or the Agency Agreement, nothing therein shall be deemed to be or authorize the sale, transfer, assumption, or assumption and assignment of any existing surety bond, or any existing indemnity agreement, or any documents or rights related to any existing surety bond or existing indemnity agreement.

49. Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to the Interim Order or 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 assume, adopt, or reject any agreement, contract, or lease (with the exception of the Agency Agreement) 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.

50. On a confidential basis and for "professional's eyes only" and upon the written (including email) request of the U.S. Trustee (which request has been made), the Prepetition Lenders, the Creditors' Committee or the Canadian Court-appointed information officer (if any), the Debtors shall provide such requesting party copies of periodic reports on a monthly basis concerning the Sales and Store Closings that are prepared by the Debtors or their professionals, or the Agent; *provided*, however, that the foregoing shall not require the Debtors, their professionals, or the Agent to prepare or undertake to prepare any additional or new reporting not otherwise being prepared by the Debtors, their professionals, or the Agent in connection with Sales and Store Closings. Within thirty calendar days after the date of completion of all Store Closings and Sales, the Debtors shall (a) file a summary report of the store closing process with the Court that will include: (i) a list of all Store Closings; (ii) the Debtors' gross revenue from all Store Closing Sales; and (iii) the total fees paid and expenses reimbursed to the Agent under the Agency Agreement, and (b) file with the Court and serve on the U.S. Trustee, the Creditors' Committee, and any other party in interest who may so request, a report showing payment of each of the Agent's fees, setting forth detail and information regarding the calculation of such fees paid to the Agent and expenses

reimbursed to the Agent. The U.S. Trustee shall have twenty calendar days after the date on which such report is filed to object solely as to the reasonableness of the compensation paid or expenses reimbursed to the Agent; *provided*, that the Agent's rights to argue that any compensation and expense reimbursement, if calculated in accordance with the terms of the Agency Agreement, is reasonable shall be and hereby are expressly reserved and preserved. To the extent an objection is filed by the U.S. Trustee and cannot be resolved, the parties shall coordinate to have the objection to the Agent's compensation brought before the Court at the next scheduled omnibus hearing or such other date and time as shall be agreed by the parties.

51. Notwithstanding this or any other provision of this Final Order, nothing shall prevent or be construed to prevent the Agent (individually, as part of a joint venture, or otherwise) or any of its affiliates from providing additional services to and/or bidding on the Debtors' assets not subject to the Agency Agreement ("Additional Assets") in connection with any other future process that may or may not be undertaken by the Debtors to close stores pursuant to an agency agreement or otherwise. The Agent (individually, as part of a joint venture, or otherwise) or any of its affiliates are hereby authorized to bid on, guarantee, or otherwise acquire such Additional Assets, or offer to provide additional services, notwithstanding anything to the contrary in the Bankruptcy Code or other applicable law, *provided* that such services guarantee, transaction, or acquisition is approved by separate order of this Court; and *provided further*, that the rights of the

U.S. Trustee and all other parties in interest to object to any request that the Agent or its affiliates be permitted to provide such additional services and/or transactions are fully reserved.

52. Notwithstanding the relief granted in this Final Order, any payment made by the Debtors pursuant to the authority granted herein shall be subject to any orders approving entry into debtor-in-possession financing and authorizing use of cash collateral; *provided, however*, that all amounts due to the Agent under the Agency Agreement shall be earmarked and paid by the Debtors from proceeds of the Sales and proceeds of the sale of Additional Agent Goods and shall not be reduced or capped by the terms or conditions of any pre- or post-petition financing facilities, restrictions on the use of cash collateral, or orders related thereto.

53. 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.

54. 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.

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

56. 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.

57. 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.

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

59. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order or the Agency Agreement, including, but not limited to: (a) any claim or issue relating to any efforts by any party or person to prohibit, restrict or in any way limit banner and sign-walker advertising, including with respect to any allegations that such advertising is not being conducted in a safe, professional, and non-deceptive manner; (b) any claim of the Debtors, the landlords and/or the Agent for protection from interference with the Store Closings or Sales; (c) any other disputes related to the Store Closings or Sales; and (d) protecting the Debtors and/or the Agent against any assertions of any liens, claims, encumbrances, and other interests; *provided* that, notwithstanding the foregoing and subject to the recognition of this Final Order by the Canadian Court in the Canadian Proceedings, the Canadian Court shall retain jurisdiction with regard to all issues or disputes in respect of the Sale at the Canadian Closing Stores. No such parties or person shall take any action against the Debtors, the

Agent, the landlords, the Store Closings, or the Sales until this Court or the Canadian Court, as applicable, has resolved such dispute. This Court shall hear the request of such parties or persons with respect to any such disputes on an expedited basis, as may be appropriate under the circumstances.

Exhibit 1

Agency Agreement

Hilco Merchant Resources

SB360 CAPITAL PARTNERS
A SCHOTTENSTEIN AFFILIATE

January 29, 2026

VIA EMAIL

Dawn Wolverton
Secretary
Eddie Bauer LLC
6501 Legacy Drive, Suite B100
Plano, TX 75024
Dawn.Wolverton@catalystbrands.com

Re: **Letter Agreement Governing Inventory Disposition**

Dear Dawn:

By executing below, this letter shall serve as an agreement ("Agreement") between Hilco Merchant Resources, LLC ("Hilco") and SB360 Capital Partners, LLC ("SB360"), on the one hand (Hilco and SB360 together, the "Agent" or a "Party"), and Eddie Bauer LLC and its affiliates, on the other hand ("Merchant" or a "Party" and together with the Agent, the "Parties"), under which Agent shall act as the exclusive agent for the purpose of conducting a sale of certain Merchandise (as defined below) at (i) the Merchant's 177 stores as set forth on Exhibit A hereto, and (ii) any other stores or facilities designated for disposition by Merchant from the date of this Agreement upon agreement on an appropriate budged (each a "Store" and collectively, the "Stores") through a "Store Closing", "Everything Must Go", "Everything on Sale" or similar themed sale (the "Sale").

A. Merchandise

For purposes hereof, "Merchandise" shall mean all goods, saleable in the ordinary course, located in the Stores on the Sale Commencement Date (defined below) or goods that, upon mutual agreement between the Parties, Merchant ships to the Stores subsequent to the Sale Commencement Date for inclusion in the Sale. "Merchandise" does not mean and shall not include: (1) goods that belong to sublessees, licensees or concessionaires of Merchant or are leased or licensed from third-parties by Merchant; (2) owned furnishings, trade fixtures, equipment and improvements to real property that are located in the Stores (collectively, "FF&E") or any FF&E that is leased by Merchant located in the Stores; or (3) damaged or defective merchandise that cannot be sold.

B. Sale Term, Expenses and Sale Advance

(i) Sale Term

For the 40 initial Stores set forth on Exhibit A-1 hereto (the "Initial Stores"), the Sale shall commence on [January 29], 2026 or such later date as agreed by the Parties (the "Sale Commencement Date") and conclude no later than [April 30], 2026 (the "Sale Termination Date"); provided, however,

that the Merchant may elect by written notice to Agent to extend or terminate the Sale at any Store or Initial Store prior to the Sale Termination Date. The Merchant may also decide to conduct sales at the Stores on Exhibit A other than the Initial Stores, and, in the event Merchant makes such election, the Parties shall agree to appropriate sale commencement and sale termination dates for such stores (the "Remaining Stores"). As and when the Parties decide on the sale schedule for the Remaining Stores, the Parties shall update Exhibit A to reflect the sale timing for such Remaining Stores. The period between the Sale Commencement Date and the Sale Termination Date for any Store shall be referred to as the "Sale Term." At the conclusion of the Sale, Agent shall surrender the premises for each Store to Merchant in broom clean condition and in accordance with the lease requirements for such premises subject to the terms of the Approval Order; provided, however, Merchant shall bear all costs and expenses associated with surrendering the premises in accordance with the Approval Order according to a budget mutually agreed to in writing between the Agent and Merchant. At the conclusion of the Sale at each Store, Agent shall photographically document the condition of each such Store and provide such photographs to Merchant within five (5) calendar days of written request (email being sufficient) by Merchant. Photographs shall reference with specificity each Store by number, name, and/or location.

(i) Expenses and Sale Advance

Merchant shall be responsible for all costs and expenses of the Sale, including (without limitation) all Store-level operating expenses, all costs and expenses related to Merchant's other retail store operations, Merchant's distribution centers and warehouses, and Merchant's corporate offices, and Agent's reasonable, documented out of pocket expenses (collectively, "Expenses"); provided that, in no event will Agent's expenses exceed the aggregate budget established by Merchant and Agent for certain delineated costs and expenses relating to the Sale (the "Expense Budget"), including (without limitation) Agent's actual costs of supervision (including (without limitation) Supervisors' wages, fees, travel, and industry standard deferred compensation) and advertising costs (including (without limitation) signage and the shipping, freight, and sales tax related thereto where applicable). The Expense Budget may only be modified by mutual agreement of Agent and Merchant. The Expense Budget for the Initial Stores is attached hereto as Exhibit B. As and when the Merchant designates the Remaining Stores for disposition under this Agreement, the Parties shall agree to an appropriate expense budget for such additional Stores.

All accounting matters (including, without limitation, all fees, expenses, or other amounts reimbursable or payable to Agent or, with respect to the Additional Goods Fee, Merchant) shall be reconciled on every Wednesday for the prior week and shall be paid within seven (7) calendar days after each such weekly reconciliation (the "Weekly Reconciliation"). The Parties shall complete a final reconciliation and settlement of all amounts payable and contemplated by this Agreement (including, without limitation, Expense Budget items, and fees earned hereunder) no later than forty-five (45) days following the first day on which the Sale Termination Date has occurred for all Stores (the "Final Reconciliation").

(a) Sale Advance. In connection with the Sale, no later than one (1) business day after receipt of an invoice from Agent, Merchant agrees to remit to an account designated by Agent certain advances related to Expense Budget amounts and anticipated fees that may become due to Agent pursuant to this Agreement as follows: (i) $99,131 for the Agent to pay for costs and expenses associated with signage and advertising (the "Signage Advance"); (ii) $132,494 for the Agent to pay for costs and expenses associated with supervision, and (iii) $28,572 for two weeks of the estimated

Merchandise Fee (as defined below) that may become due and payable to Agent under this Agreement (the "Estimated Fee Advance", and together with the Signage Advance, collectively, the "Sale Advance"). The Sale Advance (and any subsequent sale advance that may be agreed by the Parties with respect to the addition of the Remaining Stores) may be used by Agent at Agent's discretion to pay or reimburse Agent for amounts due by Merchant to Agent under this Agreement (including (without limitation) all Fees and Expenses due to Agent and any amounts due to Agent on account of Additional Agent Goods) and otherwise shall be held by Agent until the conclusion of the Sale. Any portion of any Sale Advance not so used shall be returned to Merchant within three (3) business days following the Final Reconciliation.

(b) Failure to Timely Remit Payment. Notwithstanding the Agent's receipt of the Sale Advance(s), nothing contained herein shall be deemed to waive, modify or limit the Merchant's obligations to remit timely payment of the all Fees and Expenses due to the Agent relating to the Sale and to timely remit payment of the proceeds from the sale of any Additional Agent Goods as part of the Weekly Reconciliations. To the extent the Merchant fails to timely remit payment of any advances, fees, expenses, Fees, reimbursement of Expenses, or Additional Agent Goods Proceeds that are due and owing to the Agent (collectively, if any, the "Past Due Agent Amounts"), the Agent may apply such Past Due Agent Amounts against the Sale Advance(s), in which case, no less than one (1) business day after the Merchant's receipt of notice from the Agent of such application, the Merchant shall replenish the Sale Advance(s) to the full amount previously agreed to by the Parties.

C. Project Management

(i) Agent's Undertakings

During the Sale Term, Agent shall, in accordance with the Expense Budget approved by the Merchant, (a) provide qualified supervisors (the "Supervisors") engaged by Agent to oversee the management of the Stores and the Sale; (b) recommend appropriate point-of-sale and external advertising for the Stores, approved in advance by Merchant; (c) recommend appropriate discounts of Merchandise, staffing levels for the Stores, approved in advance by Merchant, and appropriate bonus and incentive programs, if any, for the Stores' employees, approved in advance by Merchant; (d) make recommendations to the Merchant in connection with appropriate allocation and replenishment of Merchandise, if applicable; (e) make recommendations to the Merchant concerning the display of Merchandise for the Stores; (f) assist the Merchant in connection with planning, execution, and evaluation of marketing, customer retention, and brand enhancement programs; (g) to the extent that information is available, evaluate sales and recovery performance of Merchandise by category and sales reporting and monitor expenses in accordance with an agreed upon forecast; (h) maintain the confidentiality of all proprietary or non-public information regarding Merchant in accordance with the provisions of the confidentiality agreement signed by the Parties; (i) assist Merchant in connection with managing and controlling loss prevention and employee relations matters; (j) advise regarding the necessity for obtaining any applicable permits and governmental approvals to conduct the Sale, including working with Merchant to obtain each in a timely and orderly fashion and preparing or causing to be prepared all forms necessary to assist in Merchant's securing any applicable permits and governmental approvals necessary to conduct the Sale, the costs and expenses of which shall be paid by Merchant and shall be in addition to the costs and expenses set forth on the Expense Budget; and (k) provide such other related services deemed necessary or appropriate as may be mutually agreed by Merchant and Agent.

The Parties expressly acknowledge and agree that Merchant shall have no liability to the Supervisors for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Agent's hiring or engagement of the Supervisors, and the Supervisors shall not be considered employees of Merchant.

(ii) Merchant's Undertakings

During the Sale Term, Merchant shall (a) be the employer of the Stores' employees, other than the Supervisors or any other representatives of Agent or the Supervisors; (b) pay all taxes, costs, expenses, accounts payable, and other liabilities relating to the Stores, the Stores' employees and other representatives of Merchant; (c) prepare and process all tax forms and other documentation; (d) collect all sales taxes and pay them to the appropriate taxing authorities for the Stores; (e) use reasonable efforts to cause Merchant's employees to cooperate with Agent and the Supervisors; (f) execute all agreements determined by the Merchant and Agent to be necessary or desirable for the operation of the Stores during the Sale; (g) arrange for the ordinary maintenance of all point-of-sale equipment required for the Stores; (h) apply for and obtain, with Agent's assistance and support, all applicable permits and authorizations (including landlord approvals and consents) for the Sale; and (i) ensure that Agent has quiet use and enjoyment of the Stores for the Sale Term in order to perform its obligations under this Agreement.

Merchant shall provide throughout the Sale Term central administrative services necessary for the Sale, including (without limitation) customary POS administration, sales audit, cash reconciliation, accounting, and payroll processing, all at no cost to Agent.

The Parties expressly acknowledge and agree that Agent shall have no liability to Merchant's employees for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Merchant's employment, hiring or retention of its employees, and such employees shall not be considered employees of Agent.

The Parties expressly acknowledge and agree that Merchant shall have no liability to Agent's employees for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Agent's employment, hiring or retention of its employees, and such employees shall not be considered employees of Merchant.

D. The Sale

All sales of Merchandise shall be made on behalf of Merchant. Agent does not have, nor shall it have, any right, title or interest in the Merchandise. All sales of Merchandise shall be by cash, gift card, gift certificate, merchandise credit, debit card, or credit card and, at Merchant's discretion, by check or otherwise in accordance with Merchant's policies, and shall be "final" with no returns accepted or allowed, unless otherwise directed by Merchant.

E. Agent Fee and Expenses in Connection with the Sale

In consideration of its services hereunder, the Agent shall earn a base fee equal to two (2.0%) of the Gross Proceeds (as defined below) of Merchandise sold at the Stores during the Sale Term (the "Merchandise Fee"). Should Merchant designate Merchandise for sale through Agent's wholesale channels, Agent shall earn a base wholesale fee of 7.5% of the Gross Proceeds of Merchandise sold

(the "Wholesale Fee"). For purposes of this Agreement, "Gross Proceeds" means gross receipts calculated using the "gross rings" method, net of applicable taxes.

In addition to the Merchandise Fee, and not in lieu thereof, the Merchant shall pay to the Agent from Gross Proceeds of such Merchandise (but not Gross Proceeds of Merchandise sold through wholesale channels) (the "Specified Gross Proceeds") an additional fee based upon the Gross Recovery Percentages achieved as set forth in the following table (the "Additional Incentive Compensation"). The Additional Incentive Compensation shall be equal to the aggregate sum of the percentages set forth in the "Additional Incentive Compensation" column of the table (e.g., calculated back to first dollar) for the corresponding Gross Recovery Percentage achieved; provided, however, no Additional Incentive Compensation shall be earned or payable where the Gross Recovery Percentage is less than 155.5%:

Gross Recovery Percentage	Additional Incentive Compensation
Between 155.5% and 158.0%	An additional 0.25% of Specified Gross Proceeds (total fee equal to 2.25% of Specified Gross Proceeds)
Above 158.0%	An additional 0.25% of Specified Gross Proceeds (total fee equal to 2.50% of Specified Gross Proceeds)

For purposes of the Additional Incentive Compensation:

"**Cost Value**" with respect to each item of Merchandise sold shall mean the lower of (i) the lowest per unit vendor cost in the File or in the Merchant's books and records, maintained in the ordinary course consistent with historic practices; or (ii) the Retail Price.

"**File**" shall mean shall mean Merchant's "inventory_by_location_1_14_2026 " files and all subsequent files received by Agent.

"**Gross Recovery Percentage**" shall mean the Gross Proceeds divided by the sum of the aggregate Cost Value of all of the Merchandise sold during the Sale Term at the Stores.

"**Retail Price**" shall mean with respect to each item of Merchandise sold, the retail price reflected at the register for such item, excluding the discount granted in connection with such sale.

To the extent Merchant voluntarily eliminates Stores from the Sale prior to their respective Sale Commencement Date, terminates Stores prior to the Sale Termination Date, or decides not to dispose of such Store pursuant to this Agreement, Agent shall be entitled to the Merchandise Fee and any Additional Incentive Compensation accrued to such date that the store is removed from the Sale, plus a flat fee (the "Removal Fee") of $5,000 per store, not to exceed $350,000. For the avoidance of doubt, Merchant shall also be responsible for Agent's reasonable and documented expenses, as defined in the Expense Budget, accrued in connection with the sale in each removed Store.

F. Indemnification

(i) Merchant's Indemnification

Merchant shall indemnify, defend, and hold Agent and its consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, representatives, lenders, potential co-investors, principals, affiliates, and Supervisors (collectively, "Agent Indemnified Parties") harmless from and against all liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to: (a) the willful or negligent acts or omissions of Merchant or the Merchant Indemnified Parties (as defined below); (b) the material breach of any provision of this Agreement by Merchant; (c) any product liability claims, claims asserted by customers, or claims asserted by any Store employees (under a collective bargaining agreement or otherwise) against Agent or an Agent Indemnified Party, except claims arising from Agent's negligence, willful misconduct or unlawful behavior; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortious or otherwise actionable treatment of Agent's Indemnified Parties or Merchant's customers by Merchant or Merchant's Indemnified Parties; and (e) Merchant's failure to pay over to the appropriate taxing authority any taxes required to be paid by Merchant during the Sale Term in accordance with applicable law.

(ii) Agent's Indemnification

Agent shall indemnify, defend and hold Merchant and its consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, representatives, lenders, potential co-investors, principals, and affiliates (other than the Agent or the Agent Indemnified Parties) (collectively, "Merchant Indemnified Parties") harmless from and against all liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to (a) the willful, negligent, or unlawful acts or omissions of Agent or the Agent Indemnified Parties; (b) the breach of any provision of, or the failure to perform any obligation under, this Agreement by Agent or the Agent Indemnified Parties; (c) any liability or other claims made by Agent's Indemnified Parties or any other person (excluding Merchant Indemnified Parties) against a Merchant Indemnified Party arising out of or related to Agent's conduct of the Sale, except claims arising from Merchant's negligence, willful misconduct, or unlawful behavior; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortious or otherwise actionable treatment of Merchant Indemnified Parties, or Merchant's customers by Agent or any of the Agent Indemnified Parties and (e) any claims made by any party engaged by Agent as an employee, agent, representative or independent contractor arising out of such engagement, including, without limitation, the Supervisors.

G. Insurance

(i) Merchant's Insurance Obligations

Merchant shall maintain throughout the Sale Term, liability insurance policies (including, without limitation, products liability (to the extent currently provided), comprehensive public liability insurance and auto liability insurance) covering injuries to persons and property in or in connection with the Stores, and shall, to the extent reasonably practicable, cause Agent to be named an additional

insured with respect to all such policies. At Agent's request, Merchant shall provide Agent with a certificate or certificates evidencing the insurance coverage required hereunder and, to the extent reasonably practicable, that Agent is named as an additional insured thereunder. In addition, Merchant shall maintain throughout the Sale Term, in such amounts as it currently has in effect, workers compensation insurance in compliance with all statutory requirements.

(ii) Agent's Insurance Obligations

As an expense of the Sale, Agent shall maintain throughout the Sale Term, liability insurance policies (including, without limitation, products liability/completed operations, contractual liability, comprehensive public liability and auto liability insurance) on an occurrence basis in an amount of at least Two Million dollars ($2,000,000) and an aggregate basis of at least five million dollars ($5,000,000) covering injuries to persons and property in or in connection with Agent's provision of services at the Stores. Agent, to the extent reasonably practicable, shall name Merchant as an additional insured and loss payee under such policy, and upon execution of this Agreement provide Merchant with a certificate or certificates evidencing the insurance coverage required hereunder. In addition, Agent shall maintain throughout the Sale Term, workers compensation insurance in compliance with all statutory requirements. Further, should Agent employ or engage third parties to perform any of Agent's undertakings with regard to this Agreement, Agent will ensure that such third parties are covered by Agent's insurance or maintain all of the same insurance as Agent is required to maintain pursuant to this paragraph and name Merchant as an additional insured and loss payee under the policy for each such insurance.

H. Representations, Warranties, Covenants and Agreements

(i) Merchant warrants, represents, covenants and agrees that (a) Merchant is a company duly organized, validly existing and in good standing under the laws of its state of organization, with full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and maintains its principal executive office at the address set forth herein, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of Merchant and this Agreement constitutes a valid and binding obligation of Merchant enforceable against Merchant in accordance with its terms and conditions, and the consent of no other entity or person is required for Merchant to fully perform all of its obligations herein, (c) all ticketing of Merchandise at the Stores has been and will be done in accordance with Merchant's customary ticketing practices; (d) all normal course hard markdowns on the Merchandise have been, and will be, taken consistent with Merchant's customary practices, and (e) the Stores will be operated in the ordinary course of business in all respects, other than as expressly agreed to by Merchant and Agent.

(ii) Agent warrants, represents, covenants and agrees that (a) Agent is a company duly organized, validly existing and in good standing under the laws of its state of organization, with full power and authority to execute and deliver this Agreement and to perform the Agent's obligations hereunder, and maintains its principal executive office at the addresses set forth herein, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of Agent and this Agreement constitutes a valid and binding obligation of Agent enforceable against Agent in accordance with its terms and conditions, and the consent of no other entity or person is required for Agent to fully perform all of its obligations herein, (c) Agent shall comply with and act in accordance with any and all applicable federal, state, and local laws, rules, and regulations, and other legal obligations of all governmental authorities, (d) no non-emergency repairs or maintenance

in the Stores will be conducted without Merchant's prior written consent, and (e) Agent will not take any disciplinary action against any employee of Merchant.

I. Furniture, Fixtures and Equipment

Agent shall sell the FF&E in the Stores from the Stores and Merchant's corporate offices and distribution center(s). Merchant shall be responsible for all reasonable and documented costs and expenses incurred by Agent in connection with the sale of FF&E, which costs and expenses shall be incurred pursuant to the Budget, as may be modified from time to time by mutual agreement of the Parties. Agent shall have the right to abandon any unsold FF&E. For the avoidance of doubt, Agent shall be the exclusive agent for FF&E sales from any facilities designated for disposition by Merchant during the term of this Agreement.

In consideration for providing the services set forth in this section I, Agent shall be entitled to a commission from the sale of the FF&E equal to 17.5% of the Gross Proceeds of the sale of the FF&E (the "FF&E Fee").

Agent shall remit to Merchant all Gross Proceeds from the sale of FF&E. During each weekly reconciliation described in section E above, Agent's FF&E fee shall be calculated, and Agent's calculated FF&E fee and all FF&E costs and expenses then incurred shall paid within seven (7) days after each such weekly reconciliation.

J. Termination

The following shall constitute "Termination Events" hereunder:

(a) Merchant's or Agent's failure to perform any of their respective material obligations hereunder, which failure shall continue uncured seven (7) days after receipt of written notice thereof to the defaulting Party;

(b) Any representation or warranty made by Merchant or Agent is untrue in any material respect as of the date made or at any time and throughout the Sale Term; or

(c) the Sale is terminated or materially interrupted or impaired for any reason other than an event of default by Agent or Merchant.

If a Termination Event occurs, the non-defaulting Party (in the case of an event of default) or either Party (if the Sale is otherwise terminated or materially interrupted or impaired) may, in its discretion, elect to terminate this Agreement by providing seven (7) business days' written notice thereof to the other Party and, in the case of an event of default, in addition to terminating this Agreement, pursue any and all rights and remedies and damages resulting from such default. If this Agreement is terminated, Merchant shall be obligated to pay Agent all undisputed amounts due and owing by Merchant to Agent under this Agreement through and including the termination date.

K. Notices

All notices, certificates, approvals, and payments provided for herein shall be sent by email or by recognized overnight delivery service as follows: (a) To Merchant: at the address listed above

with copies to dawn.wolverton@catalystbrands.com and to Kirkland & Ellis LLP, Email: matthew.fagen@kirkland.com and oliver.pare@kirkland.com; (b) To Agent: c/o Hilco Merchant Resources, LLC, One Northbrook Place, 5 Revere Drive, Suite 206, Northbrook, IL 60062, Email: KGrant@hilcoglobal.com, Attn: T. Kellan Grant and SB360 Capital Partners, LLC, Email: rraskin@sb360.com; or (c) such other address as may be designated in writing by Merchant or Agent.

L. Independent Consultant

Agent's relationship to Merchant is that of an independent contractor without the capacity to bind Merchant in any respect. No employer/employee, principal/agent, joint venture or other such relationship is created by this Agreement. Merchant shall have no control over the hours that Agent or its employees or assistants or the Supervisors work or the means or manner in which the services that will be provided are performed and Agent is not authorized to enter into any contracts or agreements on behalf of Merchant or to otherwise create any obligations of Merchant to third parties, unless authorized in writing to do so by Merchant.

M. Non-Assignment

Neither this Agreement nor any of the rights hereunder may be transferred or assigned by either Party without the prior written consent of the other Party. No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon any Party to this Agreement unless made in writing and signed by a duly authorized representative or agent of such Party. Notwithstanding the foregoing, Agent shall have the right to syndicate the transaction contemplated by this Agreement by providing Merchant with written notice of such syndication. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

N. Severability

If any term or provision of this Agreement, as applied to either Party or any circumstance, for any reason shall be declared by a court of competent jurisdiction to be invalid, illegal, unenforceable, inoperative or otherwise ineffective, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. If the surviving portions of the Agreement fail to retain the essential understanding of the Parties, the Agreement may be terminated by mutual consent of the Parties.

O. Bankruptcy

If the Merchant commences a case under Chapter 11 of title 11, United States Code (the "Bankruptcy Code"), with a bankruptcy court (the "Bankruptcy Court"), the Merchant shall promptly file a motion to assume sections of this Agreement under section 365 and/or 363 of the Bankruptcy Code, and utilize its reasonable best efforts to ensure that such motion is approved by an order that approves, among other things, as follows (the "Approval Order"): (i) the payment of all fees including the Merchandise Fee, the Removal Fee, any Wholesale Fee, any Additional Incentive Compensation, the FF&E Fee and reimbursement of Expenses, the payment of the Sale Advance

(collectively, the "Fees and Expenses") under this Agreement is approved without further order of the court; (ii) all such payments and reimbursement of Fees and Expenses shall be (x) made on a weekly basis without further order of the Bankruptcy Court and otherwise in accordance with this Agreement and (y) made out of proceeds as collected; (iii) authorizing Agent to terminate this Consulting Agreement without liability in the event that payments to Agent with respect to undisputed Fees and Expenses are not timely made, (iv) the conduct of the Sale without the necessity of complying with state and local rules, laws, ordinances and regulations, including, without limitation, permitting and licensing requirements, that could otherwise govern the Sale; (v) the conduct of the Sale notwithstanding restrictions in leases, reciprocal easement agreements or other contracts that purport to restrict the Sale or the necessity of obtaining any third party consents; (vi) the Sale through the conduct of "Store Closing" or similar themed sales, in addition to the Sale themes set forth in the Agreement; (vii) the sale of Additional Agent Goods in accordance with the terms and conditions hereof; and (viii) Merchant in taking all further actions as are necessary or appropriate to carry out the terms and conditions of this Agreement. The Bankruptcy Court shall have exclusive jurisdiction to resolve any issues arising under this Agreement. In such event, any legal action, suit or proceeding arising in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Bankruptcy Court having jurisdiction over the Merchant, and each Party waives any defenses or objections based on lack of jurisdiction, improper venue, and/or forum non conveniens. From and after entry of the Approval Order, Agent shall conduct the Sale in accordance with the terms of the Approval Order in all material respects. If any objections are received prior to entry of the Approval Order, Agent will use commercially reasonable efforts to assist Merchant in negotiating a consensual resolution of such objection with the objecting party.

P. Additional Agent Goods

If mutually agreed to by the Merchant and Agent, the Agent may, at Agent's sole cost and expense, supplement the Merchandise in the Sale at the Stores with additional goods procured by Agent which (a) are of like kind, (b) in the Merchant's sole discretion maintain the overall merchandising brand image of the Merchant, and (c) are of no lesser quality to the Merchandise in the Sale at the Stores ("Additional Agent Goods"); provided, further, that the cost of Additional Agent Goods shall not exceed 20% of the aggregate Cost Value of Merchandise in the Sale. The Agent shall purchase the Additional Agent Goods and deliver them to the Stores at Agent's sole expense (including as to labor, freight and insurance relative to shipping such Additional Agent Goods to the Stores). Sales of Additional Agent Goods shall be run through Merchant's cash register systems; provided however, that Agent shall mark the Additional Agent Goods using either a "dummy" SKU or department number, or in such other manner so as to distinguish the sale of Additional Agent Goods from the sale of Merchandise. Agent and Merchant shall also cooperate so as to ensure that the Additional Agent Goods are marked in such a way that a reasonable consumer could identify the Additional Agent Goods as non-Merchant goods. Additionally, Agent shall provide signage in the Stores notifying customers that the Additional Agent Goods have been included in the Sale.

Agent shall pay to Merchant an amount equal to six percent (6%) percent of the gross proceeds (excluding Sale Taxes) from the sale of the Additional Agent Goods (the "Additional Agent Goods Fee"), and Agent shall retain all remaining amounts from the sale of the Additional Agent Goods. Agent shall pay Merchant its Additional Agent Goods Fee in connection with each weekly sale reconciliation with respect to sales of Additional Agent Goods sold by Agent during each then prior week (or at such other mutually agreed upon time).

Agent and Merchant intend that the transactions relating to the Additional Agent Goods are, and shall be construed as, a true consignment from Agent to Merchant in all respects and not a consignment for security purposes. Subject solely to Agent's obligations to pay to Merchant the Additional Agent Goods Fee, at all times and for all purposes the Additional Agent Goods and their proceeds shall be the exclusive property of Agent, and no other person or entity shall have any claim against any of the Additional Agent Goods or their proceeds. The Additional Agent Goods shall at all times remain subject to the exclusive control of Agent.

Merchant shall, at Agent's sole cost and expense, insure the Additional Agent Goods and, if required, promptly file any proofs of loss with regard to same with Merchant's insurers. Agent shall be responsible for payment of any deductible under any such insurance in the event of any casualty affecting the Additional Agent Goods.

Merchant acknowledges, and the Approval Order shall provide, that the Additional Agent Goods shall be consigned to Merchant as a true consignment under Article 9 of the Uniform Commercial Code. Agent is hereby granted a first priority security interest in and lien upon (i) the Additional Agent Goods and (ii) the Additional Agent Goods proceeds *less* the Additional Agent Goods Fee, and which security interest shall be deemed perfected pursuant to the Approval Order without the requirement of filing UCC financing statements or providing notifications to any prior secured parties (provided that Agent is hereby authorized to deliver all required notices and file all necessary financing statements and amendments thereof under the applicable UCC identifying Agent's interest in the Additional Agent Goods as consigned goods thereunder and the Merchant as the consignee therefor, and Agent's security interest in and lien upon such Additional Agent Goods and Additional Agent Goods proceeds).

Notwithstanding anything in this Agreement to the contrary, "Merchandise" shall not include Additional Agent Goods.

Q. Governing Law, Venue, Jurisdiction and Jury Waiver

This Agreement, and its validity, construction and effect, shall be governed by and enforced in accordance with the internal laws of the State of Delaware (without reference to the conflicts of laws provisions therein). Merchant and Agent waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Agent against Merchant or Merchant against Agent on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between Merchant and Agent, any claim of injury or damage or the enforcement of any remedy under any law, statute or regulation, emergency or otherwise, now or hereafter in effect.

R. Entire Agreement

This Agreement, together with all additional schedules and exhibits attached hereto, constitutes a single, integrated written contract expressing the entire agreement of the Parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any Party except as specifically set forth in this Agreement. All prior agreements, discussions and negotiations are entirely superseded by this Agreement.

S. Execution

This Agreement may be executed simultaneously in counterparts (including by means of electronic mail, facsimile or portable document format (pdf) signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument. This Agreement, and any amendments hereto, to the extent signed and delivered by means of electronic mail, a facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original thereof and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

* * *

If this Agreement is acceptable to you, kindly execute a copy in the space provided, and return a countersigned version to the undersigned. Thank you again for this opportunity -- we look forward to working with you.

Very truly yours,

HILCO MERCHANT RESOURCES, LLC

_____
By: T. Kellan Grant
Its: EVP Commercial Counsel

SB360 CAPITAL PARTNERS, LLC

_____
By: Aaron S. Miller
Its: President

29th
AGREED AND ACCEPTED as of the __day of January, 2026:

EDDIE BAUER, LLC

Signed by:
Dawn Wolverton
8EDDB927ED7C4AF...

By: Dawn Wolverton
Its: Secretary

If this Agreement is acceptable to you, kindly execute a copy in the space provided, and return a countersigned version to the undersigned. Thank you again for this opportunity -- we look forward to working with you.

Very truly yours,

HILCO MERCHANT RESOURCES, LLC

T. Kellan Grant

By: T. Kellan Grant
Its: EVP Commercial Counsel

SB360 CAPITAL PARTNERS, LLC

By: Aaron S. Miller
Its: President

29th
AGREED AND ACCEPTED as of the __day of January, 2026:

EDDIE BAUER, LLC

Signed by:
Dawn Wolverton
8EDDB927ED7C4AF...

By: Dawn Wolverton
Its: Secretary

If this Agreement is acceptable to you, kindly execute a copy in the space provided, and return a countersigned version to the undersigned. Thank you again for this opportunity -- we look forward to working with you.

Very truly yours,

HILCO MERCHANT RESOURCES, LLC

_____

By: T. Kellan Grant
Its: EVP Commercial Counsel

SB360 CAPITAL PARTNERS, LLC



_____

By: Aaron S. Miller
Its: President

AGREED AND ACCEPTED as of the __day of January, 2026:

EDDIE BAUER, LLC

_____

By: Keith Melker
Its: Chief Financial Officer

EXHIBIT A

Store List

Eddie Bauer

Exhibit A

Full Store List

Loc #	Store Type (Full Price/Outlet)	Name	Address	City	State/ Province	Zip/Postal Code	Country	Gross Sq. Ft.	Selling Sq. Ft.
3101	OUT	Tanger Outlets Cookstown	3311 Simcoe Road 89 Ste #H40	Cookstown	ON	L0L 1L0	CAN	6,329	5,324
3103	FP	Bayshore Shopping Centre	100 Bayshore Dr.	Ottawa	ON	K2B 8C1	CAN	6,015	5,077
3104	FP	Midtown Plaza	21 1st Ave. S.	Saskatoon	SK	S7K 1J5	CAN	6,233	5,089
3105	FP	Coquitlam Centre	2929 Barnet Highway	Coquitlam	BC	V3B 5R5	CAN	5,851	5,161
3107	FP	Kingsway Garden	109th and Princess Elizabeth Ave Spc 628	Edmonton	AB	T5G 3A6	CAN	5,609	4,657
3108	FP	Mic Mac Mall	21 Mic Mac Blvd., Sp 137A	Dartmouth	NS	B3A 4N3	CAN	4,326	3,627
3110	FP	West Edmonton	8770 170 St NW # 1992	Edmonton	AB	T5T 4M2	CAN	4,208	3,608
3111	FP	Woodgrove Centre	102-6631 Island Hwy North #80	Nanaimo	BC	V9T 4T7	CAN	4,630	3,734
3112	FP	Government Street	1254 Government St.	Victoria	BC	V8W 1Y3	CAN	6,397	5,221
3115	FP	Champlain Place	477 Paul St., Sp W4	Dieppe	NB	E1A 4X5	CAN	6,330	5,399
3117	FP	Station Mall	293 Bay St Space #K5	Sault Ste. Marie	ON	P6A 1X3	CAN	5,016	4,388
3118	FP	Lime Ridge Mall	999 Upper Wentworth Street, Unit 411	Hamilton	ON	L9A 4X5	CAN	6,214	5,076
3120	FP	Don Mills	32 Karl Frasher Rd CRU J10	TORONTO	ON	M3C 0E8	CAN	5,596	4,405
3133	OUT	Vaughan Mills Outlet	1 Bass Pro Dr. Ste 713	Vaughan	ON	L4K 5W4	CAN	6,400	5,100
3136	FP	Market Mall	3625 Shaganappi Trail NW #40R	Calgary	AB	T3A 0E2	CAN	5,282	4,158
3145	FP	Place d'Orleans	110 Place d'Orleans Dr, Space 700	Ottawa	ON	K1C 2L9	CAN	3,980	3,412
3154	FP	Upper Canada Mall	17600 Yonge St #DD16	Newmarket	ON	L3Y 4Z1	CAN	2,966	2,447
3164	OUT	The Outlet Collection @ Niagara	300 Taylor Rd Unit#317 Bldg 300	Niagara-on-the-Lake	ON	L0S 1J0	CAN	5,143	4,297
3171	FP	Park Royal	2002 Park Royal S. Space 997	West Vancouver	BC	V7T 2W4	CAN	5,430	4,572
3178	FP	Mayfair	638 Mayfair Shopping Centre	Victoria	BC	V8Z 6E3	CAN	5,050	4,170
3181	OUT	Tsawwassen Outlet	130-5000 Canoe Pass Way	Tsawwassen	BC	V4M 0B3	CAN	4,002	3,295
3187	FP	Chinook Centre	6455 McCloud Trail SW Space 1229	Calgary	AB	T2H 0K8	CAN	6,753	4,909
3190	OUT	Tanger Outlets Ottawa	8555 Campeau Dr Unit#380	Ottawa	ON	K2T 0K5	CAN	5,505	4,897
3193	FP	Quinte Mall	390 North Front St	Belleville	ON	K8P 3E1	CAN	5,384	4,272
4100	FP	Rushmore	2200 N. Maple, Ste 466	Rapid City	SD	57701	US	6,200	5,043
4102	FP	Heritage Square	7135 Heritage Square Drive Suite #320	Granger	IN	46530	US	5,041	3,851
4105	OUT	Gettysburg Village	1863 Gettyburg Village Dr. Suite A6	Gettysburg	PA	17325	US	9,050	7,081
4107	OUT	Jeffersonville Outlet	8195 Factory Shops Blvd	Jeffersonville	OH	43128	US	8,267	6,609
4108	FP	Town Center at Easton	4047 Gramercy Street, Space A-125	Columbus	OH	43219	US	4,533	3,892
4111	FP	Anchorage	320 West 5th Ave, Suite #C44A	Anchorage	AK	99501	US	4,785	3,985
4112	FP	Walden Galleria	2000 WALDEN AVENUE #G-107	Cheektowaga	NY	14225	US	3,866	3,125
4114	OUT	Edinburgh Outlet	3000 Outlet Drive, Space F120	Edinburgh	IN	46124	US	7,047	5,158
4118	OUT	Osage Beach Premium Outlet	4540 Highway 54, Suite J1	Osage Beach	MO	65065	US	5,573	4,326

Eddie Bauer

Exhibit A

Full Store List

Loc #	Store Type (Full Price/Outlet)	Name	Address	City	State/ Province	Zip/Postal Code	Country	Gross Sq. Ft.	Selling Sq. Ft.
4119	OUT	Colorado Mills	14500 W. Colfax Avenue, Space 160 A	Lakewood	CO	80401	US	15,016	12,959
4120	OUT	Factory Stores at North Bend	661 S Fork Ave. SW Suite 4-C	North Bend	WA	98045	US	7,900	6,660
4121	OUT	San Clemente Outlet	101 W Avenida Vista Hermosa Suite 158	San Clemente	CA	92672	US	4,178	3,030
4124	FP	Woodfield	Woodfield Shopping Center E-329	Schaumberg	IL	60173	US	6,447	4,930
4126	FP	Clackamas	12000 SE 82nd Avenue, Suite 2076	Portland	OR	97086	US	4,409	3,412
4127	FP	University Village	2690 N.E. University Village St. - Space A	Seattle	WA	98105	US	2,602	2,101
4129	OUT	Queenstown Outlet	126 Outlet Center Dr	Queenstown	MD	21658	US	6,700	4,947
4130	FP	Montgomery	248 Montgomery Mall Space 2128	North Wales	PA	19454	US	4,000	3,296
4132	OUT	Tanger Outlets of Branson	300 Tanger Blvd., suite 313	Branson	MO	65616	US	8,000	6,612
4133	OUT	Woodburn Company Stores	1001 Arney Road, Suite 600	Woodburn	OR	97071	US	8,531	6,886
4135	FP	American Dream	1 American Dream Way, Suite B237	East Rutherford	NJ	07073	US	3,677	3,029
4137	OUT	Johnson Creek Factory Shoppes	595 West Linmar Lane, Ste B-40	Johnson Creek	WI	53038	US	8,500	6,472
4138	OUT	Commerce II Outlet	800 Steven B Tanger Blvd Ste 809	Commerce	GA	30529	US	5,000	4,086
4140	FP	Ridgedale	12715 Wayzata Blvd Ste 2280	Minnetonka	MN	55305	US	5,854	4,258
4141	FP	Valley View Mall	4802 Valley View Blvd., Ste LB50	Roanoke	VA	24012	US	6,348	5,342
4142	FP	Twelve Oaks	27394 Novi Road #A-203	Novi	MI	48377	US	6,499	4,830
4144	OUT	Medford Outlet Center	6750 W Frontage Rd. Suite 321	Medford	MN	55049	US	6,120	4,957
4145	OUT	Williamsburg Outlet	5715-75 Richmond Road	Williamsburg	VA	23188	US	4,500	3,850
4148	OUT	Supermall of the NW Outlet	1101 Supermall Wy., Sp 1336	Auburn	WA	98001	US	8,074	6,384
4149	FP	Hamilton Place	2115 Gunbarrel Rd	Chattanooga	TN	37421	US	5,388	4,334
4150	FP	Southern Hills Mall	4400 Sergeant Road, Suite 108	Sioux City	IA	51106	US	6,201	3,980
4151	FP	Westfield South Center Mall	670 Southcenter Mall	Tukwila	WA	98188	US	3,855	3,855
4152	OUT	Tanger Outlet at Foxwoods	455 Trolley Line Boulevard Suite 280	Mashantucket	CT	06338	US	6,000	4,895
4153	OUT	Lincoln City Outlet	1500 SE East Devils Lake Road, Suite 312	Lincoln City	OR	97367	US	10,785	9,162
4154	OUT	Castle Rock Factory Outlet	5050 Factory Shops Blvd Suite 850	Castle Rock	CO	80108	US	5,379	4,651
4155	FP	Fair Oaks	11715-U Fair Oaks Mall, Sp J225	Fairfax	VA	22033	US	7,012	5,511
4157	OUT	Outlets at Albertville	6415 Labeux NE, Space B-290	Albertville	MN	55301	US	5,000	4,190
4160	FP	Garden State Plaza	1 Garden State Plaza Space T7	Paramus	NJ	07652	US	4,119	3,387
4161	FP	West Acres	3902 13th Ave. SW, Ste 228	Fargo	ND	58103	US	6,194	4,971
4163	OUT	Shasta Outlet	1699 Hwy 273	Anderson	CA	96007	US	7,500	6,000
4164	FP	Mayfair	2500 North Mayfair Road, Sp 432	Wauwatosa	WI	53226	US	8,649	7,784
4167	OUT	Factory Stores at Vacaville	131-F Nuttree Rd	Vacaville	CA	95687	US	7,700	6,182
4170	FP	South Hills Village	301 South Hills Village Blvd., Sp 1340	Pittsburgh	PA	15241	US	4,307	3,661

Eddie Bauer

Exhibit A

Full Store List

Loc #	Store Type (Full Price/Outlet)	Name	Address	City	State/ Province	Zip/Postal Code	Country	Gross Sq. Ft.	Selling Sq. Ft.
4173	FP	Burlington	75 Middlesex Turnpike Space 1068B	Burlington	MA	01803	US	6,073	5,043
4177	OUT	Nags Head Outlets	7100 South Croatan Hwy	Nags Head	NC	27959	US	5,310	3,320
4180	FP	Burr Ridge	750 Village Center Drive	Burr Ridge	IL	60527	US	5,569	4,270
4181	FP	Columbia Mall	2300 Benadette Dr., Sp 432	Columbia	MO	65203	US	6,374	4,974
4183	OUT	North Georgia Premium Outlets	800 Hwy 400 South, Suite 835	Dawsonville	GA	30534	US	5,000	4,292
4184	FP	Alderwood	3000 184th St SW Space #294	Lynnwood	WA	98037	US	4,443	3,573
4185	FP	Village at Topanga	6256 Topanga Canyon Blvd, Space #1240	Canoga Park	CA	91303	US	3,921	3,242
4186	OUT	Outlets of Des Moines	801 Bass Pro Dr NW Suite 110	Altoona	IA	50009	US	6,087	5,177
4187	FP	Citrus Park Town Center	7911 Citrus Park Town Center Mall, #520	Tampa	FL	33625	US	6,688	5,394
4188	FP	Shoppes at Susquehanna	2603 Brindle Road Space G	Harrisburg	PA	17110	US	5,300	4,136
4189	OUT	Prime Outlets of Hagerstown	500 Premium Outlets Boulevard	Hagerstown	MD	21740	US	5,966	4,933
4190	OUT	Spokane Valley Plaza Outlet	15635 East Broadway	Spokane	WA	99037	US	8,478	6,885
4191	FP	Southlake Town Square	1402 Main St.	Southlake	TX	76092	US	4,519	3,650
4195	OUT	Crossings Factory Stores	1000 Premium Outlets Dr. Sp#C09	Tannersville	PA	18372	US	4,967	4,265
4196	OUT	Silverthorne Outlet	145A Stephens Wy	Silverthorne	CO	80498	US	7,252	5,850
4199	FP	Maine Mall	364 Maine Mall Road, Space E-113	S. Portland	ME	04106	US	5,876	4,823
4201	FP	Galleria at Roseville	1151 Galleria Blvd., Ste. 133	Sacramento	CA	95678	US	4,658	4,040
4202	OUT	Adirondack Outlet Mall	1444 State Road 9, Space 23	Lake George	NY	12845	US	6,500	5,344
4206	OUT	Concord Mills Outlets	8111 Concord Mills Blvd., Space 614	Concord	NC	28027	US	5,940	4,723
4207	OUT	Wrentham Village Outlets	One Premium Outlets Blvd Suite 640	Wrentham	MA	02093	US	4,000	3,392
4209	FP	Rockaway	301 Mount Hope Ave #1082	Rockaway	NJ	07866	US	5,305	4,395
4211	FP	Eden Prairie	8251 Flying Cloud Drive, Space #1136	Eden Prairie	MN	55344	US	6,194	5,244
4213	FP	Boise Town Square	350 N. Milwaukee, #1321	Boise	ID	83704	US	5,675	4,485
4214	OUT	Oshkosh Mfg Outlet	3001 S. Washburn, Ste #E-80	Oshkosh	WI	54904	US	9,000	7,156
4215	OUT	The Pinnacle Outlet	554 Pinnacle Parkway, Space #749	Bristol	TN	37620	US	5,000	4,311
4216	FP	Eastview	781 Eastview Mall #159	Victor	NY	14564	US	7,419	5,815
4218	OUT	Gloucester Premium Outlet	100 Premium Outlets Drive Suite 330	Blackwood	NJ	08012	US	5,000	4,300
4219	OUT	Seaside Factory Outlet Center	1111 North Roosevelt #100	Seaside	OR	97138	US	6,600	5,654
4220	OUT	Tanger Outlet Center Lancaster	1140 Stanley K. Tanger Blvd	Lancaster	PA	17602	US	8,500	6,924
4224	OUT	Outlet Shoppes of the Bluegrass	1155 Buck Creek Rd., Suite D-406	Simpsonville	KY	40067	US	5,523	4,688
4225	OUT	Hilton Head Outlet	1414 Fording Island Rd Ste G-140	Bluffton	SC	29910	US	6,490	5,219
4226	OUT	Twin City @ Eagan	3945 Eagan Outlets Parkway Suite 1030	Eagan	MN	55122	US	6,000	5,295
4228	OUT	Kensington Valley Factory Shops	1475 N Burkhart Rd, Ste G340	Howell	MI	48855	US	6,271	4,819

Eddie Bauer
Exhibit A

Full Store List

Loc #	Store Type (Full Price/Outlet)	Name	Address	City	State/ Province	Zip/Postal Code	Country	Gross Sq. Ft.	Selling Sq. Ft.
4229	FP	Summit Mall	3265 W. Market St., Sp 430	AKRON	OH	44333	US	6,162	5,346
4230	OUT	Centralia Outlet	1404 Lum Road	Centralia	WA	98531	US	6,541	5,112
4231	FP	Village of Rochester	388 N. Adams Rd.	Rochester Hills	MI	48309	US	6,400	5,190
4234	OUT	Prime Outlets @ Lee	270 Premium Outlets Blvd	Lee	MA	01238	US	6,127	5,080
4236	OUT	St. Augustine outlet center	2700 State Road 16, Suite 103	St. Augustine	FL	32092	US	5,600	4,796
4237	OUT	NewMarket Square	2441 N Maize Rd, Ste 805	Wichita	KS	67205	US	8,584	6,885
4238	OUT	Rehoboth Ocean Outlet	36502 Seaside Outlet Drive Suite 1250	Rehoboth Beach	DE	19971	US	8,628	6,954
4240	OUT	Discover Mills	5900 Sugarloaf Pkwy #280	Lawrenceville	GA	30043	US	8,230	6,666
4242	OUT	Silver Sands Factory Stores	10562 Emerald Coast Parkway Space 10-14	Destin	FL	32550	US	5,866	4,615
4243	OUT	Tanger Outlet at West Branch	2990 Cook Rd. Suite 113A	West Branch	MI	48661	US	8,000	6,214
4244	OUT	Carolina Outlet Center	1205 Outlet Center Drive STE 1239	Smithfield	NC	27577	US	8,369	6,579
4245	OUT	Traverse Mountain Outlet	3700 North Cabelas Blvd Ste 440	Lehi	UT	84043	US	6,298	5,287
4246	FP	Miller Hill Mall	1600 Miller Trunk Hwy	Duluth	MN	55811	US	6,245	5,149
4247	OUT	Manchester Designer Outlet	135 Depot St #82	Manchester Center	VT	05255	US	6,000	4,792
4248	OUT	The Outlet Shops at Grand River	6200 Grand River Blvd E, Suite 118-G	Leeds	AL	35094	US	5,050	4,274
4250	FP	Meadowood	5108 Meadowood Mall Circle	Reno	NV	89502	US	5,798	4,676
4251	FP	St Louis Galleria	1115 Saint Louis Galleria Space 1113	St. Louis	MO	63117	US	5,500	4,403
4252	FP	Coral Ridge Mall	1451 Coral Ridge Ave., Ste 232	Coralville	IA	52241	US	4,443	3,707
4253	OUT	Gilroy Outlet	8325 Arroyo Circle, Bldg. D, Sp 28	Gilroy	CA	95020	US	6,500	5,390
4254	OUT	Lighthouse Place Outlet	1105 Lighthouse Place	Michigan City	IN	46360	US	7,000	5,810
4255	OUT	Birch Run Outlet	12150 S. Beyer Road, Sp F-20	Birch Run	MI	48415	US	6,500	5,113
4256	OUT	Bend Outlet	61338 S Highway 97 Ste 210	Bend	OR	97702	US	7,290	5,692
4257	FP	Patridge Creek	17420 Hall Road, SPC 133	Clinton Township	MI	48038	US	6,277	4,871
4259	OUT	Westbrook Factory Stores	314 Flat Rock Place, Suite C-105	Westbrook	CT	06498	US	7,766	6,388
4261	OUT	The Arena Hub Plaza	417 Arena Hub Plaza	Wilkes-Barre	PA	18702	US	7,074	5,700
4263	OUT	Settler's Green	OVP-D2; Route 16 Box 54	North Conway	NH	03860	US	7,300	5,700
4264	OUT	Great Mall Outlet	447 Great Mall Drive Space 155A	Milpitas	CA	95035	US	6,291	5,422
4266	OUT	Northway Mall	1440 Central Ave	Colonie	NY	12205	US	7,000	5,670
4268	OUT	Santa Fe Premium Outlets	8380 Cerrillos Rd	Santa Fe	NM	87507	US	4,853	3,931
4269	OUT	Zion Factory Stores	250 N. Red Cliff Dr. Suite 12	ST. GEORGE	UT	84790	US	6,721	5,217
4271	OUT	Leesburg Corner	241 Fort Evans Rd. NE, Ste. 1257	Leesburg	VA	20176	US	6,012	4,901
4272	OUT	Arundel Mills	7000 Arundel Mills Circle, Ste 476	Baltimore	MD	21076	US	5,815	4,735
4273	FP	Columbia Center	1321 N Columbia Center Blvd #537	Kennewick	WA	99336	US	5,665	3,856

Eddie Bauer

Exhibit A

Full Store List

Loc #	Store Type (Full Price/Outlet)	Name	Address	City	State/ Province	Zip/Postal Code	Country	Gross Sq. Ft.	Selling Sq. Ft.
4274	OUT	Kittery Outlet	280 US Route 1, #5	Kittery	ME	03904	US	8,825	6,411
4275	OUT	Tanger Factory Outlet San Marcos	4015 I-35 South, Ste 640	San Marcos	TX	78666	US	8,500	6,693
4277	OUT	Jersey Store	1 Premium Blvd, Suite 830	Tinton Falls	NJ	07753	US	6,508	5,173
4278	OUT	Aurora Premium Outlet	549 S. Chillicothe Rd., Route 43 #630	Aurora	OH	44202	US	6,159	5,042
4280	OUT	Lake Buena Vista Outlet	15813 State Road 535	Orlando	FL	32821	US	7,500	5,571
4282	FP	Fig Garden Village Shopping Center	738 W. Shaw Ave.	Fresno	CA	93704	US	6,606	5,354
4284	OUT	Tanger Outlet Center at Riverhead	602 Tanger Mall Drive Spc 602A	RIVERHEAD	NY	11901	US	5,498	5,171
4285	OUT	Village Plaza	7232A Dempster	Morton Grove	IL	60053	US	8,000	6,347
4286	OUT	Legend Outlet	1813 Village West Pkwy #Q116	Kansas City	KS	66111	US	3,964	3,304
4287	OUT	Folsom Factory Outlet	13000 Folsom Blvd., Space 1450	Folsom	CA	95630	US	7,426	5,592
4291	FP	Mall of America	214 South Avenue	Bloomington	MN	55425	US	4,501	3,932
4295	OUT	Tilton Outlet	120 Laconia Rd., Ste 225	Tilton	NH	03276	US	8,000	6,500
4296	OUT	Marketplace at Augusta	8 Stephen King Dr. Suite 1	Augusta	ME	04330	US	7,784	6,515
4297	OUT	Grove City Outlet	1911 Leeburg Road, Sp 900/PO Box 1101	Grove City	PA	16127	US	8,395	6,959
4301	FP	Fox River	4301 West Wisconsin Ave #128	Appleton	WI	54913	US	4,431	3,365
4308	OUT	Round Rock Outlet	4401 I 35 N Frontage Rd #0793	Williamson	TX	78664	US	6,517	5,081
4311	OUT	Wisconsin Dells	210 Gasser Road Spc 581	Wisconsin Dells	WI	53913	US	6,700	5,191
4313	OUT	Chicago Premium Outlet	1650 Premium Outlets Blvd. #325	Chicago	IL	60502	US	7,200	6,005
4318	OUT	Woodinville Outlet	13910 NE Mill Pl	Woodinville	WA	98072	US	8,652	7,118
4326	FP	Valley West	1551 Valley West Dr., Ste 110	West Des Moines	IA	50266	US	5,640	4,875
4334	OUT	Destiny Outlet	306 Hiawatha Blvd. W Space J217	Syracuse	NY	13204	US	5,299	4,459
4338	FP	Centerra	I-25 and Eisenhower Blvd.	Loveland	CO	80538	US	5,040	4,096
4350	FP	Clay Terrace	14395 Clay Terrace Blvd.	Carmel	IN	46032	US	5,301	4,056
4351	OUT	Philadelphia Premium Outlet	18 Light Cap Road #1099	Philadelphia	PA	19464	US	6,492	5,297
4356	OUT	Tanger at Pittsburgh	2200 Tanger Blvd, Suite 805	Pittsburgh	PA	15301	US	6,285	5,038
4362	FP	The Empire	1580 W Empire Mall Sp 116	Sioux Falls	SD	57106	US	6,021	4,724
4363	OUT	Great Lakes Crossing Outlet	4720 Baldwin Rd., Sp 210	Auburn Hills	MI	48326	US	7,000	5,648
4364	OUT	Myrtle Beach Factory Stores	4620 Factory Store Blvd	Myrtle Beach	SC	29579	US	8,500	7,160
4369	FP	The Shoppes at Brinton Lake	961 Baltimore Pike	Concord Township	PA	19342	US	6,090	4,990
4370	OUT	Columbia Gorge Outlet	450 NW 257th Ave, #200	Troutdale	OR	97060	US	6,248	5,345
4372	OUT	Seattle Premium Outlet	10600 Quilceda Blvd. #340	Tulalip	WA	98271	US	6,593	5,728
4373	OUT	Waterloo Premium Outlet	655 Route 318, Space #95	Waterloo	NY	13165	US	5,068	4,287
4374	OUT	Petaluma Outlets	2200 Petaluma Blvd N	Petaluma	CA	94952	US	7,275	6,275

Eddie Bauer

Exhibit A

Full Store List

Loc #	Store Type (Full Price/Outlet)	Name	Address	City	State/ Province	Zip/Postal Code	Country	Gross Sq. Ft.	Selling Sq. Ft.
4379	FP	Rimrock	300 South 24th St.West	Billings	MT	59102	US	6,500	5,471
4380	FP	Lindale Mall	4444 First Ave NE #124	Cedar Rapids	IA	52402	US	4,117	3,394
4381	OUT	Pleasant Prairie Outlet	11601 108th St Unit 554	PLEASANT PRAIRE	WI	53158	US	6,502	5,592
4382	OUT	Viejas Outlet Center	5001 Willows Road, Space J101	Alpine	CA	91901	US	7,002	7,044
4383	OUT	Rio Grande Outlet	5001 East Expressway 83 Building 8, space 820	Mercedes	TX	78570	US	6,500	5,276
4385	FP	ABQ	2240 Q Street Space 10H	Albuquerque	NM	87110	US	5,275	4,110
4387	OUT	Saint Louis Premium Outlet	18501 Outlet Blvd. Suite 300	Chesterfield	MO	63005	US	5,829	4,755
4391	FP	Asheville	3 South Tunnel Road, Sp A-14	Asheville	NC	28805	US	6,088	5,104
4392	OUT	Tanger Outllet at Williamsburg	236 Tanger Drive	Williamsburg	IA	52361	US	6,375	5,100
4393	OUT	Tanger Outlet at Foley	2601 S McKenzie St Ste 260	Foley	AL	36535	US	7,637	5,767
4395	OUT	Outlet Shops at Atlanta	915 Ridgewalk Pkwy Suite #620	Woodstock	GA	30188	US	4,604	3,935
4397	FP	Oakwood	4800 Golf Rd, Space 822	Eau Claire	WI	54701	US	7,409	4,576
177								**6,198**	**5,035**

EXHIBIT A-1

Initial Store List

Eddie Bauer

Exhibit A-1

Initial Store List

Loc #	Store Type (Full Price/Outlet)	Name	Address	City	State/ Province	Zip/Postal Code	Country	Gross Sq. Ft.	Selling Sq. Ft.
3101	OUT	Tanger Outlets Cookstown	3311 Simcoe Road 89 Ste #H40	Cookstown	ON	L0L 1L0	CAN	6,329	5,324
3133	OUT	Vaughan Mills Outlet	1 Bass Pro Dr. Ste 713	Vaughan	ON	L4K 5W4	CAN	6,400	5,100
3181	OUT	Tsawwassen Outlet	130-5000 Canoe Pass Way	Tsawwassen	BC	V4M 0B3	CAN	4,002	3,295
4100	FP	Rushmore	2200 N. Maple, Ste 466	Rapid City	SD	57701	US	6,200	5,043
4102	FP	Heritage Square	7135 Heritage Square Drive Suite #320	Granger	IN	46530	US	5,041	3,851
4111	FP	Anchorage	320 West 5th Ave, Suite #C44A	Anchorage	AK	99501	US	4,785	3,985
4112	FP	Walden Galleria	2000 WALDEN AVENUE #G-107	Cheektowaga	NY	14225	US	3,866	3,125
4124	FP	Woodfield	Woodfield Shopping Center E-329	Schaumberg	IL	60173	US	6,447	4,930
4126	FP	Clackamas	12000 SE 82nd Avenue, Suite 2076	Portland	OR	97086	US	4,409	3,412
4135	FP	American Dream	1 American Dream Way, Suite B237	East Rutherford	NJ	07073	US	3,677	3,029
4140	FP	Ridgedale	12715 Wayzata Blvd Ste 2280	Minnetonka	MN	55305	US	5,854	4,258
4141	FP	Valley View Mall	4802 Valley View Blvd., Ste LB50	Roanoke	VA	24012	US	6,348	5,342
4142	FP	Twelve Oaks	27394 Novi Road #A-203	Novi	MI	48377	US	6,499	4,830
4149	FP	Hamilton Place	2115 Gunbarrel Rd	Chattanooga	TN	37421	US	5,388	4,334
4150	FP	Southern Hills Mall	4400 Sergeant Road, Suite 108	Sioux City	IA	51106	US	6,201	3,980
4151	FP	Westfield South Center Mall	670 Southcenter Mall	Tukwila	WA	98188	US	3,855	3,855
4160	FP	Garden State Plaza	1 Garden State Plaza Space T7	Paramus	NJ	07652	US	4,119	3,387
4161	FP	West Acres	3902 13th Ave. SW, Ste 228	Fargo	ND	58103	US	6,194	4,971
4170	FP	South Hills Village	301 South Hills Village Blvd., Sp 1340	Pittsburgh	PA	15241	US	4,307	3,661
4180	FP	Burr Ridge	750 Village Center Drive	Burr Ridge	IL	60527	US	5,569	4,270
4181	FP	Columbia Mall	2300 Benadette Dr., Sp 432	Columbia	MO	65203	US	6,374	4,974
4185	FP	Village at Topanga	6256 Topanga Canyon Blvd, Space #1240	Canoga Park	CA	91303	US	3,921	3,242
4187	FP	Citrus Park Town Center	7911 Citrus Park Town Center Mall, #520	Tampa	FL	33625	US	6,688	5,394
4188	FP	Shoppes at Susquehanna	2603 Brindle Road Space G	Harrisburg	PA	17110	US	5,300	4,136
4191	FP	Southlake Town Square	1402 Main St.	Southlake	TX	76092	US	4,519	3,650
4199	FP	Maine Mall	364 Maine Mall Road, Space E-113	S. Portland	ME	04106	US	5,876	4,823
4209	FP	Rockaway	301 Mount Hope Ave #1082	Rockaway	NJ	07866	US	5,305	4,395
4229	FP	Summit Mall	3265 W. Market St., Sp 430	AKRON	OH	44333	US	6,162	5,346
4246	FP	Miller Hill Mall	1600 Miller Trunk Hwy	Duluth	MN	55811	US	6,245	5,149
4250	FP	Meadowood	5108 Meadowood Mall Circle	Reno	NV	89502	US	5,798	4,676

Eddie Bauer

Exhibit A-1

Initial Store List

Loc #	Store Type (Full Price/Outlet)	Name	Address	City	State/ Province	Zip/Postal Code	Country	Gross Sq. Ft.	Selling Sq. Ft.
4251	FP	St Louis Galleria	1115 Saint Louis Galleria Space 1113	St. Louis	MO	63117	US	5,500	4,403
4252	FP	Coral Ridge Mall	1451 Coral Ridge Ave., Ste 232	Coralville	IA	52241	US	4,443	3,707
4273	FP	Columbia Center	1321 N Columbia Center Blvd #537	Kennewick	WA	99336	US	5,665	3,856
4301	FP	Fox River	4301 West Wisconsin Ave #128	Appleton	WI	54913	US	4,431	3,365
4326	FP	Valley West	1551 Valley West Dr., Ste 110	West Des Moines	IA	50266	US	5,640	4,875
4338	FP	Centerra	I-25 and Eisenhower Blvd.	Loveland	CO	80538	US	5,040	4,096
4362	FP	The Empire	1580 W Empire Mall Sp 116	Sioux Falls	SD	57106	US	6,021	4,724
4379	FP	Rimrock	300 South 24th St.West	Billings	MT	59102	US	6,500	5,471
4380	FP	Lindale Mall	4444 First Ave NE #124	Cedar Rapids	IA	52402	US	4,117	3,394
4397	FP	Oakwood	4800 Golf Rd, Space 822	Eau Claire	WI	54701	US	7,409	4,576
40								**5,411**	**4,306**

Exhibit B

Expense Budget

Eddie Bauer

Exhibit B

Initial Store Expense Budget (1)

Advertising	
Digital & Media	152,500
Signs (2)	69,100
Sign Walkers/Drivers	21,250
Subtotal Advertising	242,850
Supervision	
Fees / Wages / Expenses (3)	695,922
Subtotal Supervision	695,922
Miscellaneous	
Legal (4)	25,000
Other Miscellaneous	-
Subtotal Miscellaneous	25,000
Total Expenses	963,772

Notes:

1. This Expense Budget contemplates a sale term of January, 29, 2026 through April 26, 2026. The Expense Budget remains subject to modification in the event that this term is extended, or as otherwise agreed to by the parties.
2. Includes Sales Tax.
3. Includes Deferred Compensation and Insurance.
4. Any legal expenses associated with issues raised by or disputes with landlords, including (without limitation) negotiations in respect of landlord side letters, shall be in addition to and not part of the budgeted legal expenses.

Exhibit 2-A

U.S. Sale Guidelines

U.S. Sale Guidelines[1]

1. The Sales shall be conducted so that the U.S. Closing Stores in which sales are to occur will remain open no longer than during the normal hours of operation or such hours as otherwise provided for in the respective leases for the U.S. Closing Stores.

2. The Sales shall be conducted in accordance with applicable state and local "Blue Laws", where applicable, so that no Sale shall be conducted on Sunday unless the Debtors had been operating such U.S. Closing Store on a Sunday prior to the commencement of the Sales.

3. On "shopping center" property, the Agent shall not distribute handbills, leaflets or other written materials to customers outside of any U.S. Closing Stores' premises, unless permitted by the lease or, if distribution is customary in the "shopping center" in which such U.S. Closing Store is located; *provided* that the Agent may solicit customers in the Closing Stores themselves. On "shopping center" property, the Agent shall not use any flashing lights or amplified sound to advertise the Sales or solicit customers, except as permitted under the applicable lease or agreed to by the landlord.

4. The Debtors and the Agent shall have the right to use and sell the Store Closure Assets and the Additional Agent Goods. The Debtors and the Agent may advertise the sale of the Store Closure Assets and the Additional Agent Goods in a manner consistent with these U.S. Sale Guidelines. The purchasers of any of the Store Closure Assets and the Additional Agent Goods sold during the Sales shall be permitted to remove the Store Closure Assets and the Additional Agent Goods either through the back or alternative shipping areas at any time, or through other areas after store business hours; *provided*, however, that the foregoing shall not apply to the sale of de minimis Store Closure Assets and Additional Agent Goods, whereby the item(s) can be carried out of the store in a shopping bag.

5. At the conclusion of the Sales, the Agent shall vacate the U.S. Closing Stores; *provided* that the Agent may leave any owned furniture, fixtures, and equipment (including, but not limited to, machinery, rolling stock, office equipment and personal property, and conveyor systems and racking) ("FF&E") not sold in the Sales or otherwise transferred from the premises at the conclusion of the Sales (the "Termination Date") on the U.S. Closing Stores' premises, without cost or liability of any kind to the Agent. The Agent shall notify the Debtors of its intention to leave any FF&E at the U.S. Closing Stores' premises at least two days prior to the Termination Date. The Debtors will have the option to either remove the FF&E, at their own cost prior to the Termination Date or, in consultation with the Agent, abandon the FF&E. Any abandoned FF&E left in a U.S. Closing Store after a lease is rejected pursuant to the Rejection Procedures shall be deemed abandoned to the landlord having a right to dispose of the same as the landlord chooses without any liability whatsoever on the part of the landlord to any party and without waiver of any damage claims against the Merchant. For the avoidance of doubt, as of the Termination Date, the

[1] Capitalized terms used but not defined in these U.S. Sale Guidelines have the meanings given to them in the Motion.

Agent may leave in place, and without further responsibility or liability of any kind, any FF&E.

6. The Agent may advertise the Sales as "store closing," "sale on everything," "everything must go," "everything on sale," "going-out-of-business," or similar-themed sales. The Agent may also have a "countdown to closing" sign prominently displayed in a manner consistent with these U.S. Sale Guidelines. All signs, banners, ads and other advertising material, promotions, and campaigns will be approved by the Debtors, prior to purchase, in accordance with the Agency Agreement and these U.S. Sale Guidelines.

7. The Agent shall be permitted to utilize sign-walkers, display, hanging signs, and interior banners in connection with the Sales; *provided* that such sign walkers, display, hanging signs, and interior banners shall be professionally produced and hung in a professional manner. Furthermore, with respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used unless otherwise expressly permitted in these U.S. Sale Guidelines. In addition, the Debtors and Agent shall be permitted to utilize exterior banners at (i) non-enclosed mall U.S. Closing Stores and (ii) enclosed mall U.S. Closing Stores to the extent the entrance to the applicable U.S. Closing Store does not require entry into the enclosed mall common area; *provided*, however, that such banners shall be located or hung so as to make clear that the Sales are being conducted only at the affected U.S. Closing Store, and shall not be wider than the storefront of the U.S. Closing Store. In addition, the Debtors and Agent shall be permitted to utilize sign walkers in a safe and professional manner and in accordance with the terms of the Order. Nothing contained in these U.S. Sale Guidelines shall be construed to create or impose upon the Agent any additional restrictions not contained in the applicable lease agreement.

8. Conspicuous signs shall be posted in the cash register areas of each of the affected U.S. Closing Stores to effect that "all sales are final."

9. Except with respect to the hanging of exterior banners, the Agent shall not make any alterations to the storefront or exterior walls of any U.S. Closing Stores, except as authorized by the applicable lease.

10. The Agent shall not make any alterations to interior or exterior U.S. Closing Store lighting, except as authorized by the applicable lease. No property of the landlord of a U.S. Closing Store shall be removed or sold during the Sales. The hanging of exterior banners or in-U.S. Closing Store signage and banners shall not constitute an alteration to a U.S. Closing Store.

11. The Agent shall keep U.S. Closing Store premises and surrounding areas clear and orderly consistent with present practices.

12. The Agent, at the direction of the Debtors, and the landlord of any Store are authorized to enter into Side Letters without further order of the Court, provided that such agreements do not have a material adverse effect on the Debtors or their estates.

13. Subject to the provisions of the Agency Agreement, the Agent shall have the right to use and sell all FF&E owned by the Debtors (the "Owned FF&E"), as approved by the Debtors.

The Agent may advertise the sale of the Owned FF&E in a manner consistent with these guidelines and the Agency Agreement. The purchasers of any Owned FF&E sold during the sale shall be permitted to remove the Owned FF&E either through the back or alternative shipping areas at any time, or through other areas after applicable business hours, *provided*, however, that the foregoing shall not apply to *de minimis* FF&E sales made whereby the item can be carried out of the Closing Store in a shopping bag. For the avoidance of doubt, as of the Sale Termination Date, the Agent may abandon or leave in place, and without further responsibility, any FF&E.

14. At the conclusion of the Sales at each U.S. Closing Store, pending assumption or rejection of applicable leases, the landlords of the U.S. Closing Stores shall have reasonable access to the U.S. Closing Stores' premises as set forth in the applicable leases. The Debtors, Agent, and their agents and representatives shall continue to have access to the U.S. Closing Stores as provided for in the Agency Agreement.

15. The rights of landlords against Debtors for any damages to a U.S. Closing Store shall be reserved in accordance with the provisions of the applicable lease.

16. If and to the extent that the landlord of any U.S. Closing Store affected hereby contends that the Debtors or Agent is in breach of or default under these U.S. Sale Guidelines, such landlord shall e-mail or deliver written notice by overnight delivery on the Debtors and Agent as follows:

    <u>If to Agent:</u>

    c/o Hilco Merchant Resources, LLC
    One Northbrook Place, 5 Revere Drive
    Suite 206
    Northbrook, Illinois 60062
    Attention: T. Kellan Grant
    E-mail: kgrant@hilcoglobal.com

    -and-

    SB360 Capital Partners, LLC
    Attention: Robert Raskin
    E-mail: rraskin@sb360.com

    with copies (which shall not constitute notice) to:

    Riemer Braunstein LLP
    Times Square Tower, Suite 2506
    Seven Times Square
    New York, New York 10036
    Attention: Steven Fox, Esq.
    E-mail: sfox@riemerlaw.com

If to Merchant:

Eddie Bauer LLC
6501 Legacy Drive, Suite B100
Plano, TX 75024
Attention: Dawn Wolverton, Secretary
Email: dawn.wolverton@catalystbrands.com

with copies (which shall not constitute notice) to:

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

- and -

Cole Schotz P.C.
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
(201) 489-3000
Attention: Michael D. Sirota, Esq., Warren A. Usatine, Esq., Felice R. Yudkin, Esq.
E-mail: msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com

Exhibit 2-B

Canadian Sale Guidelines

CANADIAN SALE GUIDELINES

The following procedures (the "**Canadian Sale Guidelines**") shall apply to the sales (the "**Sales**") of any merchandise, inventory, furniture, fixtures and equipment at the Eddie Bauer of Canada Corporation retail stores located in Canada set forth in the List of Stores attached as Exhibit A to the Agency Agreement (as defined below), as may be amended from time to time in accordance with the Agency Agreement (individually, a "**Store**" and collectively, the "**Stores**").

Terms capitalized but not defined in these Canadian Sale Guidelines have the meanings ascribed to them in the Debtors'[1] motion for entry of the U.S. Store Closing Order (as defined herein).

1. Except as otherwise expressly set out herein, and subject to: (i) the Interim Order and Final Order of the Bankruptcy Court made in the cases commenced by the Debtors under the Bankruptcy Code authorizing, among other things, the Debtors to assume that certain Agency Agreement dated as of January 29, 2026 (as amended from time to time, the "**Agency Agreement**"), by and between Eddie Bauer LLC and certain of its affiliates (collectively, and as applicable, the "**Merchant**") and Hilco Merchant Solutions, LLC and SB360 Capital Partners, LLC (collectively, the "**Agent**") and the transactions contemplated thereunder, to the extent each is recognized and given full force and effect in Canada, subject to the terms of such Orders, pursuant to section 49 of the CCAA (collectively, the Interim Order and the Final Order, as applicable, the "**U.S. Store Closing Order**", and such recognition proceedings under the CCAA, the "**CCAA Proceedings**"), (ii) further Order of the Canadian Court or recognition of a further Order of the Bankruptcy Court by the Canadian Court, as applicable, or (iii) any subsequent written agreement or Side Letter between the Merchant and its applicable landlord(s) (individually, a "**Landlord**" and, collectively, the "**Landlords**") and approved by the Agent, the Sales shall be conducted in accordance with the terms of the applicable leases or other occupancy agreements for each of the affected Stores (individually, a "**Lease**" and, collectively, the "**Leases**"). However, nothing contained herein shall be construed so as to create or impose upon the Merchant or the Agent any additional restrictions not contained in the applicable Lease.

2. The Sales shall be conducted so that each of the Stores remain open during their normal hours of operation provided for in the respective Leases for the Stores until the earlier of (i) the applicable Sale Termination Date (as defined below) and (ii) the effective time on which such Lease is rejected in accordance with the Assumption and Rejection Procedures Order or otherwise terminated. The Sales at the Stores shall end on the applicable premises vacate date for each Store pursuant to the Agency Agreement, which shall be no later than April 30, 2026 (such date, or such other date as determined in accordance with any Order of the Canadian Court in the CCAA Proceedings, the "**Sale Termination Date**"). Rent payable under the respective Leases shall be paid by the Merchant as required pursuant to chapter 11 of the Bankruptcy Code or, in respect of any individual Store, as may otherwise be agreed by the Merchant and the applicable Landlord.

[1] The "**Debtors**" are SPARC EB Holdings LLC, Eddie Bauer LLC, Eddie Bauer Gift Card Services, LLC, Eddie Bauer of Canada Corporation and 13051269 Canada Inc.

3. The Sales shall be conducted in accordance with applicable federal, provincial and municipal laws and regulations, unless otherwise set out herein or otherwise ordered by the Canadian Court in the CCAA Proceedings.

4. All display and hanging signs used by the Agent in connection with the Sales shall be professionally produced and all hanging signs shall be hung in a professional manner. Notwithstanding anything to the contrary contained in the Leases, the Agent may advertise the Sales at the Stores as a "everything on sale", "everything must go", "store closing", or similar theme sale at the Stores (provided, however, 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 applicable Landlord, it being understood that the French equivalent of "clearance" is "liquidation" and is permitted to be used). Forthwith upon request from a Landlord, the Landlord's counsel, the Merchant or any information officer appointed in the CCAA Proceedings (the "**Information Officer**") or their respective counsel, the Agent or its counsel shall provide the proposed signage packages along with proposed dimensions by email to the applicable Landlords or to their counsel of record and the applicable Landlord shall notify the Agent of any requirement for such signage to otherwise comply with the terms of the Lease and/or these Canadian Sale Guidelines and where the provisions of the Lease conflict with these Canadian Sale Guidelines, these Canadian Sale Guidelines shall govern. The Agent shall not use neon or day-glow signs or any handwritten signage (save that handwritten "you pay" or "topper" signs may be used). If a Landlord is concerned with "Store Closing" signs being placed in the front window of a Store or with the number or size of the signs in the front window, the Merchant, the Agent and the Landlord will work together to resolve the dispute. Furthermore, with respect to enclosed mall Store locations without a separate entrance from the exterior of the enclosed mall, no exterior signs or signs in common areas of a mall shall be used unless explicitly permitted by the applicable Lease and shall otherwise be subject to all applicable laws. In addition, the Agent shall be permitted to utilize exterior banners/signs at stand alone or strip mall Stores or enclosed mall Store locations with a separate entrance from the exterior of the enclosed mall; provided, however, that: (i) no signage in any other common areas of a mall shall be used unless explicitly permitted by the applicable Lease; and (ii) where such banners are not explicitly permitted by the applicable Lease and the applicable Landlord requests in writing that banners are not to be used, no banners shall be used absent further Order of the Canadian Court, which may be sought on an expedited basis on notice to the service list in the CCAA Proceedings (the "**Service List**"). Any banners used shall be located or hung so as to make clear that the Sales are being conducted only at the affected Store and shall not be wider than the premises occupied by the affected Store. All exterior banners shall be professionally hung and to the extent that there is any damage to the facade of the premises of a Store as a result of the hanging or removal of the exterior banner, such damage shall be professionally repaired at the expense of the Agent.

5. The Agent shall be permitted to utilize sign-walkers and street signage; provided, however, such sign-walkers and street signage shall not be located on any shopping centre or mall premises.

6. The Agent shall be entitled to include additional merchandise in the Sales; provided that each of the following is satisfied: (i) the additional merchandise is owned by the Debtors, is currently in the possession of, or in the control of, the Debtors (including in any distribution centre used by the Debtors), or is ordered by or on behalf of the Debtors from an existing supplier, including merchandise currently in transit to the Debtors (including to any distribution centre used by the Debtors) or a Store; and (ii) the additional merchandise is of the type and quality typically sold in the Stores and is consistent with any restriction on the usage of the Stores as set out in the applicable Leases.

7. Conspicuous signs shall be posted in the cash register areas of each Store to the effect that all sales are "final".

8. The Agent shall not distribute handbills, leaflets or other written materials to customers outside of any of the Stores on a Landlord's property, unless explicitly permitted by the applicable Lease or if distribution is customary in the shopping centre in which the Store is located. Otherwise, the Agent may solicit customers in the Stores themselves. The Agent shall not use any giant balloons, flashing lights or amplified sound to advertise the Sales or solicit customers, except as explicitly permitted under the applicable Lease or agreed to by the applicable Landlord, and no advertising trucks shall be used on Landlord property or mall ring roads, except as explicitly permitted under the applicable Lease or otherwise agreed to by such Landlord.

9. As used in these Canadian Sale Guidelines, the "**FF&E Removal Period**" shall mean the period between (i) the end of the Sales in the applicable Store, and (ii) the effective time of the rejection of the applicable Lease pursuant to the Assumption and Rejection Procedures Order; provided that the expiry of the FF&E Removal Period shall be no later than April 30, 2026. At the conclusion of the Sales and FF&E Removal Period, if any, in each Store, the Agent shall arrange that the premises for each Store are in "broom-swept" and clean condition, and shall arrange that the Stores are in the same condition as on the commencement of the Sales, ordinary wear and tear excepted. No property of any Landlord of a Store shall be removed or sold during the Sales. No permanent fixtures (other than FF&E (as defined below) for clarity) may be removed without the applicable Landlord's written consent unless otherwise provided by the applicable Lease and in accordance with the Orders of the Canadian Court in the CCAA Proceedings. In addition to the foregoing, unless otherwise agreed with the applicable Landlord, any trade fixtures or personal property left in a Store after the conclusion of the Sales and the applicable FF&E Removal Period, if any, in respect of which the applicable Lease has been rejected by the Merchant shall be deemed abandoned, with the applicable Landlord having the right to dispose of the same as the Landlord chooses, without any liability whatsoever on the part of such Landlord. Nothing in this paragraph shall derogate from or expand upon the Agent's obligations under the Agency Agreement.

10. Subject to the terms of paragraph 9 above, the Agent may also sell existing furniture, fixtures and equipment owned by the Merchant and located in the Stores 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**"). For greater certainty, FF&E does not include any fixtures and affixed equipment that comprise all or any portion of a Store's mechanical, electrical, plumbing, security, HVAC, fire suppression and fire alarm or sprinkler systems. The Merchant and the Agent may advertise the sale of FF&E consistent with these Canadian Sale Guidelines on the understanding that the applicable Landlord may require such signs to be placed in discreet locations within the Stores reasonably acceptable to such Landlord. Additionally, the purchasers of any FF&E sold during the Sales and the FF&E Removal Period, if any, shall only be permitted to remove such FF&E either through the back shipping areas designated by the applicable Landlord or through other areas after regular Store business hours or, through the front door of the Store during Store business hours if such FF&E can fit in a shopping bag, with the applicable Landlord's supervision as required by such Landlord and in accordance with the U.S. Store Closing Order and the Orders of the Canadian Court in the CCAA Proceedings. The Agent shall repair any damage to the Stores resulting from the removal of any FF&E of Merchant by the Agent or by third party purchasers of FF&E from the Agent.

11. The Agent shall not make any alterations to interior or exterior Store lighting, except as authorized pursuant to the affected Lease. The hanging of exterior banners or other signage, where permitted in accordance with the terms of these Canadian Sale Guidelines, shall not constitute an alteration to a Store.

12. The Merchant hereby provides notice to the Landlords of the Merchant and the Agent's intention to sell and remove FF&E from the Stores. The Agent shall make commercially reasonable efforts to arrange with each Landlord represented by counsel on the Service List and with any other Landlord that so requests, a walk-through with the Agent to identify FF&E subject to the Sales. The relevant Landlord shall be entitled upon request to have a representative present in the applicable Stores to observe such removal. If the relevant Landlord disputes the Agent's entitlement to sell or remove any FF&E under the provisions of the applicable Lease, such FF&E shall remain on the premises and shall be dealt with as agreed between the Merchant, the Agent and such Landlord, in consultation with the Information Officer, if any, or by further Order of the Canadian Court upon motion by the Merchant on at least two days' notice to such Landlord and the Information Officer, if any. If the Merchant has rejected the Lease governing such Store in accordance with the Assumption and Rejection Procedures Order, it shall not be required to pay rent under such Lease pending resolution of any such dispute (other than rent payable for the notice period provided for in the Assumption and Rejection Procedures Order), and the rejection of the Lease shall be without prejudice to the Merchant's or the Agent's claim to FF&E in dispute.

13. If a notice of rejection is delivered pursuant to the Assumption and Rejection Procedures Order to a Landlord while the Sales are ongoing and the Store in question has not yet been vacated, then: (i) during the notice period prior to the effective time of the rejection, the Landlord may show the affected Store to prospective tenants during normal business hours, on giving the Merchant, the Information Officer, if any, and the Agent at least twenty-four hours' prior written notice; and (ii) at the effective time of the rejection, the relevant Landlord shall be entitled to take possession of any such Store without waiver of or

prejudice to any claims or rights such Landlord may have against the Merchant in respect of such Lease or Store, provided that nothing herein shall relieve such Landlord of any obligation to mitigate any damages claimed in connection therewith.

14. The Agent and its agents and representatives shall have the same access rights to the Stores as the Merchant under the terms of the applicable Lease, and the Landlords shall have the rights of access to the Stores during the Sales provided for in the applicable Lease (subject, for greater certainty, to any applicable stay of proceedings).

15. The Merchant and the Agent shall not conduct any auctions of merchandise or FF&E at any of the Stores.

16. The Agent shall designate a party to be contacted by the Landlords should a dispute arise concerning the conduct of the Sales. The initial contact persons for the Agent shall be T. Kellan Grant and Robert Raskin, Attn.: T. Kellan Grant (kgrant@hilcoglobal.com) and Robert Raskin (rraskin@sb360.com). If the parties are unable to resolve the dispute between themselves, the applicable Landlord or the Merchant shall have the right to schedule a "status hearing" before the Canadian Court on no less than two days' written notice to the other party or parties and the Information Officer, if any, during which time the Agent shall cease all activity in dispute other than activity expressly permitted herein, pending determination of the matter by the Canadian Court; provided, however, subject to paragraph 4 of these Canadian Sale Guidelines, if a banner has been hung in accordance with these Canadian Sale Guidelines and is the subject of a dispute, the Agent shall not be required to take any such banner down pending determination of any dispute.

17. Nothing herein or in the Agency Agreement is, or shall be deemed to be a sale, assignment or transfer of any Lease to the Agent nor a consent by any Landlord to the sale, assignment or transfer of any Lease, or shall, or shall be deemed to, or grant to any Landlord any greater rights in relation to the sale, assignment or transfer of any Lease than already exist under the terms of any applicable Lease.

These Canadian Sale Guidelines may be amended on a Store-by-Store basis by written agreement between the Agent, the Merchant and the applicable Landlord, in consultation with the Information Officer, if any; provided, however, that such amended Canadian Sale Guidelines shall not affect or bind any other Landlord not privy thereto without further Order of the Bankruptcy Court or Canadian Court approving such amended Canadian Sale Guidelines.

SCHEDULE “K”

Bar Date Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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Order Filed on March 16, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(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) 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

The relief set forth on the following pages, numbered three (3) through and including fourteen (14), is **ORDERED**.

DATED: March 16, 2026

Stacey L. Meisel

Honorable Stacey L. Meisel
United States Bankruptcy Judge

Debtors:	EDDIE BAUER LLC, *et al*.
Case No.	26-11422 (SLM)
Caption of Order:	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

Upon the Debtors' motion (the "Motion")[2] for entry of an order (this "Order"): (a) setting Bar Dates for creditors to submit Proofs of Claim in these chapter 11 cases; (b) approving the procedures described herein for submitting Proofs of Claim in these chapter 11 cases and the form of Proof of Claim attached hereto as **Exhibit 1**; (c) approving the forms and manner of service of the notice of the Bar Dates, substantially in the form attached hereto as **Exhibit 2** (the "Bar Date Notice"), including the publication version of the Bar Date Notice, substantially in the form attached hereto as **Exhibit 3**; 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; 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.

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. Except as otherwise provided herein, all persons and entities including, without limitation, individuals, partnerships, corporations, joint ventures, estates, and trusts, but not including, for the avoidance of doubt, governmental units that assert a claim (all of the foregoing, as defined in section 101 of the Bankruptcy Code) against the Debtors that arose or is deemed to have arisen before the Petition Date, including claims pursuant to section 503(b)(9) of the Bankruptcy Code (each, a "503(b)(9) Claim"), shall submit a written proof of such claim so that it is ***actually received*** by Stretto, Inc. (the "Claims and Noticing Agent") before **11:59 p.m. prevailing Eastern Time on April 7, 2026** (the "General Claims Bar Date").

4. Notwithstanding any other provision of this Order, Proofs of Claim submitted by governmental units (as defined in section 101(27) of the Bankruptcy Code) must be submitted so as to be ***actually received*** by the Claims and Noticing Agent before **11:59 p.m. prevailing Eastern Time on August 10, 2026** (the "Governmental Bar Date").

5. Any person or entity that holds a claim arising from the rejection of an executory contract or unexpired lease must submit a Proof of Claim based on such rejection on or before the later of **(a) (i) the General Claims Bar Date or (ii) the Governmental Bar Date, as applicable,**

and (b) 11:59 p.m., prevailing Eastern Time, on the date that is thirty calendar days after the later of (i) entry of the order approving the Debtors' rejection of the applicable executory contract or unexpired lease and (ii) the effective date of such rejection, unless otherwise ordered by the Court (the "Rejection Damages Bar Date"). The Debtors will provide notice of the Rejection Damages Bar Date to the contract or lease counterparty whose contract or lease is being rejected at the time the Debtors reject such executory contract or unexpired lease.

6. In the event the Debtors amend or supplement their Schedules, the Debtors shall give notice of any such amendment to the holders of any claim directly affected thereby, and such holders shall submit their claims by the later of (a) the applicable Bar Date and (b) **11:59 p.m. prevailing Eastern Time on the date that is thirty calendar days** after such person or entity is served with notice that the Debtors have amended their Schedules in a manner that directly affects such person or entity (any such date, the "Amended Schedules Bar Date").

7. The Debtors are authorized, in their sole discretion, to extend the applicable Bar Date for holders of Claims by stipulation or otherwise, where the Debtors determine that such extension is in the best interest of their estates.

8. Any landlord counterparty of an unexpired non-residential real property lease who asserts a claim on account of unpaid rent due under such lease outstanding as of the Petition Date pursuant to such lease (other than a rejection damages claim) shall not be required to file a Proof of Claim for such amount unless and until such unexpired lease has been rejected.

9. In accordance with Bankruptcy Rule 3003(c)(2), any holder of a claim that is not excepted from the requirements of this Order and fails to timely submit a Proof of Claim in the

appropriate form shall be forever barred, estopped, and enjoined from (a) voting on any chapter 11 plan filed in these chapter 11 cases on account of such claim, (b) participating in any distribution in these chapter 11 cases on account of such claim, and (c) receiving further notices regarding such claim.

10. The following procedures for the submission of Proofs of Claim asserting claims against the Debtors in these chapter 11 cases shall apply:

a. ***Contents***. Each Proof of Claim must: (i) be written in English; (ii) be denominated in United States dollars; (iii) conform substantially with a Proof of Claim form provided by the Debtors or the Official Form 410; and (iv) be signed or electronically transmitted through the interface available on Stretto's website at https://cases.stretto.com/EddieBauer by the claimant or by an authorized agent or legal representative of the claimant;

b. ***Section 503(b)(9) Claim***. In addition to the requirements set forth in (a) above, any Proof of Claim asserting a 503(b)(9) Claim must also: (i) include the value of the goods delivered to and received by the Debtors in the twenty days prior to the Petition Date; (ii) attach documentation evidencing the date on which the goods were delivered to and received by the Debtors; (iii) attach any documentation identifying the particular invoices for which the 503(b)(9) Claim is being asserted; and (iv) attach documentation of any reclamation demand made to any Debtor under section 546(c) of the Bankruptcy Code (if applicable);

c. ***Receipt of Service***. Claimants submitting a Proof of Claim through non-electronic means who wish to receive a proof of receipt of their Proofs of Claim from the Claims and Noticing Agent must also include with their Proof of Claim a copy of their Proof of Claim and a self-addressed, stamped envelope;

d. ***Identification of the Debtor Entity.*** Each Proof of Claim must specify by name and case number the Debtor against which the claim is submitted by selecting the applicable Debtor at the top of the proposed Proof of Claim. A Proof of Claim submitted under Case No. 26-11422 (SLM) or that does not identify a Debtor will be deemed as submitted only against Eddie Bauer LLC. A Proof of Claim that names a Debtor other than Eddie Bauer LLC

but is submitted under Case No. 26-11422 (SLM) will be treated as having been submitted against such other Debtor;

e. ***Claims Against Multiple Debtor Entities***. Subject to the exceptions set forth herein, each Proof of Claim must state a claim against only one Debtor and clearly indicate the Debtor against which the claim is asserted. To the extent more than one Debtor is listed on the Proof of Claim, such claim may be treated as if filed only against Eddie Bauer LLC; and

f. ***Supporting Documentation***. Each Proof of Claim must include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d). If, however, such documentation is voluminous, upon prior written consent of the Debtors' counsel, such Proof of Claim may include a summary of such documentation or an explanation as to why such documentation is not available; *provided* that any creditor that received such written consent shall be required to transmit such supporting documentation to Debtors' counsel upon request no later than three business days from the date of such request; *provided, further*, that the Prepetition Agents shall not be required to file with Master Proofs of Claim any instruments, agreements, or other documents evidencing the obligations referenced in such Master Proof of Claim, which instruments, agreements, or other documents will be provided upon written request to counsel for such Prepetition Agent.

PROOFS OF CLAIM MUST BE SUBMITTED BY MAIL, BY HAND DELIVERY, OR THROUGH STRETTO'S WEBSITE.

PROOFS OF CLAIM SUBMITTED BY FAX OR EMAIL WILL NOT BE ACCEPTED AND WILL NOT BE DEEMED TIMELY SUBMITTED.

11. Persons or entities need ***not*** submit a Proof of Claim on behalf of a claim in these chapter 11 cases on or prior to the applicable Bar Date if the claim falls into one of the following categories:

a. any claim that has already been asserted in a proof of claim against the Debtors with the Claims and Noticing Agent in a form substantially similar to Official Bankruptcy Form 410 (unless such person or entity wishes to assert a claim against a Debtor not identified in the prior proof of claim, in which case an additional Proof of Claim must be filed);

b. any claim that is listed on the Schedules filed by the 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 Debtor against which the claim is listed in the Schedules;

c. any claim that has previously been allowed by order of this Court;

d. any claim that has already been paid in full by any of the Debtors;

e. any claim for which a different deadline has previously been fixed by this Court;

f. any claim against a Debtor held by another Debtor;

g. any claim based on an equity interest in the 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 Debtors if an order of the Court authorizes the 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;[4]

[4] "*Professional Fee Claim*" means a claim by a Professional seeking an award by the Court of compensation for services rendered or reimbursement of expenses incurred through and including the date upon which a chapter 11 plan of reorganization becomes effective (the "Effective Date") under sections 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

"*Professional*" means an entity: (a) employed pursuant to a Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Effective Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Court pursuant to section 503(b)(4) of the Bankruptcy Code.

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 Court in these chapter 11 cases, including the Prepetition Agents, and the Prepetition Secured Parties (each as defined in the *Interim Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. 67] (together with any final order related thereto, the "Cash Collateral Order")); and

l. any claim held by any person or entity solely against a non-Debtor entity.

12. Notwithstanding anything to the contrary in this Order, each of the Prepetition Agents shall be authorized, but not required, to file a single, master Proof of Claim (a "Master Proof of Claim") with respect to all claims relating to or arising out of the applicable Prepetition Secured Obligations, which Master Proof of Claim shall be deemed filed by the applicable Prepetition Agent not only in the above-captioned lead case but also in the chapter 11 case of each of the Debtors. The filing of such Master Proof of Claim shall have the same effect as if each applicable holder of a claim under the applicable Prepetition Loan Documents had individually filed a Proof of Claim against each of the Debtors on account of such holder's claims. The Master Proofs of Claim shall not be required (a) to identify whether any Prepetition Secured Party acquired its claim from another party or, if applicable, the identity of any such party or (b) to be amended to reflect a change in the holders of the claims set forth therein or a reallocation among the holders of the claims asserted therein resulting from the transfer of all or any portion of such Claims. The provisions of this paragraph and each Master Proof of Claim are intended solely for the purpose of administrative convenience and shall not affect (x) the right of each Prepetition

Secured Party (or its successors in interest) to vote separately on any plan proposed in these chapter 11 cases, (y) the Prepetition Secured Parties' exemption from filing Proofs of Claim under the Cash Collateral Order or otherwise, or (z) any other rights of the Prepetition Secured Parties under the Cash Collateral Order. The Prepetition Agents shall not be required to file with Master Proofs of Claim any instruments, agreements, or other documents evidencing the obligations referenced in such Master Proof of Claim, which instruments, agreements, or other documents will be provided upon written request to counsel for such Prepetition Agent.

13. Nothing in this Order shall prejudice the right of the Debtors or any other party in interest to dispute or assert offsets or defenses to any claim reflected in the Schedules.

14. The Proof of Claim form, substantially in the form attached to this Order as **Exhibit 1**; the Bar Date Notice, substantially in the form attached to this Order as **Exhibit 2**, and the publication version of the Bar Date Notice, substantially in the form attached to this Order as **Exhibit 3** are hereby approved.

15. With the assistance of the Claims and Noticing Agent, no later than one business day after entry of this Order, or as soon as reasonably practicable thereafter, the Debtors will serve the Bar Date Notice and a Proof of Claim form by email from the Claims and Noticing Agent and/or first-class mail on:

a. the Master Service List (as defined in the Complex Case Procedures);

b. the Official Committee of Unsecured Creditors appointed pursuant to section 1102(a) of the Bankruptcy Code;

c. all known creditors and other known holders of potential claims against the Debtors as of the date of entry of the Order for which the Debtors have

accurate contact information, including all persons or entities listed in the Schedules for which the Debtors have mailing addresses or email addresses;

d. all persons or entities that have filed Proofs of Claim in these chapter 11 cases as of the date of entry of the Order;

e. all known non-Debtor equity and interest holders of the Debtors as of the date of entry of the Order;

f. all persons or entities that are party to executory contracts and unexpired leases with the Debtors;

g. all persons or entities that are party to litigation with the Debtors;

h. all current and certain former employees (to the extent that contact information for former employees is available in the Debtors' records);

i. all regulatory authorities that regulate the Debtors' businesses, including consumer protection, environmental, and permitting authorities; and

j. all taxing authorities for the jurisdictions in which the Debtors maintain or conduct business.

16. After the initial emailing and mailing of the Bar Date Notices and Proof of Claim forms, the Debtors may, in their discretion, make supplemental mailings of notices, including in the event that: (a) notices are returned by the post office with forwarding addresses;[5] (b) notices served by email are confirmed to be undeliverable; (c) certain parties acting on behalf of parties in interest (*e.g.*, banks and brokers with respect to equity or interest holders) decline to distribute notices to these parties and instead return their names and addresses to the Debtors for direct mailing; or (d) additional potential claimants or parties in interest become known to the

[5] To the extent that any notices are returned as "return to sender" without a forwarding address, the Debtors are not required to mail additional notices to such creditors.

Debtors. In these and similar circumstances, the Debtors are authorized, but not directed, to make supplemental mailings of the Bar Date Notices and Proof of Claim forms at any time up to seven days in advance of the applicable Bar Date, and such mailings will be deemed timely and the applicable Bar Date will be enforced against the relevant creditor.

17. Pursuant to Bankruptcy Rules 2002(f) and 2002(l), the Debtors shall publish a form of the Bar Date Notice (modified as necessary), substantially in the form annexed as **Exhibit 3** to this Order, on one occasion in *The New York Times* (National Edition) and/or another national or international publication reasonably acceptable to the Debtors, including the *Globe and Mail* (National Edition).

18. For the avoidance of doubt, the Claims and Noticing Agent is authorized to redact certain personally identifiable information from the claims register for each Debtor, in accordance with the *Interim Order (I) Authorizing the Debtors to (A) File a Consolidated List of the Debtors' Thirty Largest Unsecured Creditors, (B) File a Consolidated List of Creditors In Lieu of Submitting a Separate Mailing Matrix for Each Debtor, (C) Redact Certain Confidential Information of Customer, (D) Redact Certain Personally Identifiable Information of Individuals, and (E) Serve Certain Parties in Interest By Email, (II) Approving the Form and Manner of Service of The Notice of Commencement, and (III) Granting Related Relief* [Docket No. 70], and any subsequent final order.

19. Any person or entity who desires to rely on the Schedules will be responsible for determining that such person's or entity's claim is accurately listed in the Schedules.

20. Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this 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 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 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.

21. The Debtors and the Claims and Noticing Agent are authorized to take all actions and make any payments necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

22. Notwithstanding anything to the contrary in the Bankruptcy Rules or the Bankruptcy Local Rules, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

23. Entry of this Order is without prejudice to the right of the Debtors to seek a further order of this Court fixing a date by which holders of claims or interests not subject to the General Claims Bar Date established herein must submit such Proofs of Claim or interest or be barred from doing so.

24. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules, the Bankruptcy Local Rules, and the Complex Case Procedures are satisfied by such notice.

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

Exhibit 1

Proof of Claim Form

Fill in this information to identify the case:

Name of Debtor & Case Number:

- ☐ Eddie Bauer LLC (Case No. 26-11422)
- ☐ 13051269 Canada Inc. (Case No. 26-11421)
- ☐ Eddie Bauer Gift Card Services LLC (Case No. 26-11423)
- ☐ Eddie Bauer of Canada Corporation (Case No. 26-11424)
- ☐ SPARC EB Holdings LLC (Case No. 26-11425)

United States Bankruptcy Court for the District of New Jersey

Modified Form 410

Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of these cases.

Please note that this Modified Form 410 has been modified to allow for creditors to request payment for claims under 11 U.S.C. § 503(b)(9).

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

Filers are required to include their email address in Part 1.3 below if the filer has an active email address.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

   Name of the current creditor (the person or entity to be paid for this claim)

   Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

   ☐ No
   ☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Name	Name
Number Street	Number Street
City State ZIP Code	City State ZIP Code
Contact phone	Contact phone
Contact email	Contact email

   Uniform claim identifier (if you use one):

   _

4. **Does this claim amend one already filed?**

   ☐ No
   ☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

   ☐ No
   ☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
☐ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?** $_____. **Does this amount include interest or other charges?**
☐ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

_____

9. **Is all or part of the claim secured?**
☐ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____
Amount of the claim that is secured: $_____
Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%
☐ Fixed
☐ Variable

10. **Is this claim based on a lease?**
☐ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
☐ No
☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☐ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.
- ☐ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

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

Executed on date _____
MM / DD / YYYY

_____
Signature

Print the name of the person who is completing and signing this claim:

Name _____
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____
Number Street

_____
City State ZIP Code

Contact phone _____ Email _____

Modified Form 410

Instructions for Proof of Claim

United States Bankruptcy Court 12/24

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- **Fill in all of the information about the claim as of the date the case was filed.**
- **Fill in the caption at the top of the form.**
- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- **Attach any supporting documents to this form.** Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

  Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- **Do not attach original documents because attachments may be destroyed after scanning.**
- **If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**
- **A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian.** For example, write *A.B., a minor child* (*John Doe, parent, 123 Main St., City, State*). See Bankruptcy Rule 9037.
- **PELASE SEND COMPLETED PROOF(S) OF CLAIM TO:**

  If by First-Class Mail, Overnight Mail, or Hand Delivery:

  Eddie Bauer LLC, et al., Claims Processing, c/o Stretto, Inc.
  410 Exchange, Suite 100
  Irvine, CA 92602

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form or go to https://cases.stretto.com/eddiebauer/claims.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11 U.S.C. § 503.

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Claim Pursuant to 11 U.S.C. § 503(b)(9): A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtors in the ordinary course of the Debtor's business. Attach documentation evidencing each claim.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid.

Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. §506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Uniform claim identifier: An optional 24-character identifier that some creditors use to facilitate payment.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Do not file these instructions with your form.

Exhibit 2

Bar Date Notice

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(Jointly Administered)

NOTICE OF DEADLINE REQUIRING SUBMISSION OF PROOFS OF CLAIM ON OR BEFORE APRIL 7, 2026, AND RELATED PROCEDURES FOR SUBMITTING PROOFS OF CLAIM IN THE ABOVE-CAPTIONED CHAPTER 11 CASES

TO: ALL PERSONS AND ENTITIES WITH CLAIMS AGAINST ANY DEBTOR LISTED ON PAGE 2 OF THIS NOTICE IN THE ABOVE-CAPTIONED CHAPTER 11 CASES.

The United States Bankruptcy Court for the District of New Jersey (the "Court") has entered an order (the "Order")[2] establishing **11:59 p.m. prevailing Eastern Time on April 7, 2026** (the "General Claims Bar Date"), as the last date for each person or entity (including individuals, partnerships, corporations, joint ventures, estates, and trusts other than governmental

[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 herein shall have the meanings set forth in the Order.

units)[3] to submit proofs of claim (each, a "Proof of Claim") against any of the Debtors listed on page 2 of this notice (collectively, the "Debtors"), unless otherwise provided in the Order.

Except for those holders of the Claims (as defined herein) listed below that are specifically excluded from the General Claims Bar Date submission requirement, the Bar Dates[4] and the procedures set forth below for submitting Proofs of Claim apply to all Claims (defined below) against the Debtors that arose or are deemed to have arisen prior to **February 9, 2026** (the "Petition Date"), the date on which the Debtors commenced cases under chapter 11 of the Bankruptcy Code, **including Claims pursuant to section 503(b)(9) of the Bankruptcy Code (each, a "503(b)(9) Claim")**.[5] Notwithstanding anything to the contrary herein, governmental units have until **11:59 p.m. prevailing Eastern Time on August 10, 2026** (the "Governmental Bar Date"), the date that is 180 days after the Petition Date, to submit Proofs of Claim.

A holder of a possible Claim against the Debtors should consult an attorney regarding any matters not covered by this notice, such as whether the holder should submit a Proof of Claim.

Debtors in these Chapter 11 Cases

Debtor Name	Last Four Digits of Tax Identification Number	Case Number
Eddie Bauer LLC	6060	26-11422
13051269 Canada Inc.	N/A	26-11421
Eddie Bauer Gift Card Services LLC	6501	26-11423
Eddie Bauer of Canada Corporation	0535	26-11424
SPARC EB Holdings LLC	9563	26-11425

Who Must Submit a Proof of Claim

You MUST submit a Proof of Claim to vote on a chapter 11 plan filed by the Debtors or to share in distributions from the Debtors' estates if you have a claim that arose or is deemed to have arisen before the Petition Date and such claim is ***not*** one of the types of claims described under the heading "Claims for Which Proofs of Claim Need Not Be Filed" below. Claims based on acts or omissions of the Debtors that occurred before the Petition Date must be submitted on or prior

[3] Except as otherwise defined herein, all terms specifically defined in the Bankruptcy Code shall have those meanings ascribed to them by the Bankruptcy Code. In particular, as used herein: (a) the term "claim" has the meaning given to it in section 101(5) of the Bankruptcy Code; (b) the term "entity" (including individuals, partnerships, corporations, joint ventures, estates, and trusts) has the meaning given to it in section 101(15) of the Bankruptcy Code; (c) the term "governmental unit" has the meaning given to it in section 101(27) of the Bankruptcy Code; and (d) the term "person" has the meaning given to it in section 101(41) of the Bankruptcy Code.

[4] Defined collectively as the General Claims Bar Date, the Governmental Bar Date, the Rejection Damages Bar Date, and the Amended Schedules Bar Date (each as further defined herein).

[5] "503(b)(9) Claims" are claims for the value of goods received by a Debtor within twenty days before the Petition Date where such goods were sold to the Debtor in the ordinary course of such Debtor's business. *See* 11 U.S.C. § 503(b)(9).

to the applicable Bar Date even if such claims are not now fixed, liquidated, or certain or did not mature or become fixed, liquidated, or certain before the Petition Date.

Under section 101(5) of the Bankruptcy Code and as used in this notice, "claim" means: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

What To Submit

The Debtors are enclosing a Proof of Claim form for use in these chapter 11 cases. If your claim is scheduled by the Debtors, the form indicates the amount of your claim as scheduled by the Debtors, the specific Debtor against which the claim is scheduled, and whether the claim is scheduled as disputed, contingent, or unliquidated. You will receive a different Proof of Claim form for each claim scheduled in your name by the Debtors. You may utilize the Proof of Claim form(s) provided by the Debtors to submit your claim.

Your Proof of Claim form must not contain (a) complete social security numbers or taxpayer identification numbers (only the last four digits), (b) a complete birth date (only the year), the name of a minor (only the minor's initials) or (c) a financial account number (only the last four digits of such financial account).

Additional Proof of Claim forms may be obtained by (a) contacting the Debtors' claims and noticing agent, Stretto, Inc. (the "Claims and Noticing Agent"), by: (i) calling (833) 437-6838 for callers in the United States or by calling +1 (714) 442-4326 for callers outside the United States, (ii) writing to the following address: Eddie Bauer LLC, *et al.*, Claims Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) emailing EddieBauerInquiries@stretto.com; or (b) visiting the Debtors' restructuring website at: https://cases.stretto.com/EddieBauer.

The following procedures for the submission of Proofs of Claim against the Debtors in these chapter 11 cases shall apply:

a. ***Contents***. Each Proof of Claim must: (i) be written in English; (ii) be denominated in United States dollars; (iii) conform substantially with a Proof of Claim form provided by the Debtors or the Official Form 410; and (iv) be signed or electronically transmitted through the interface available on Stretto's website at https://cases.stretto.com/EddieBauer by the claimant or by an authorized agent or legal representative of the claimant;

b. ***Section 503(b)(9) Claim***. In addition to the requirements set forth in (a) above, any Proof of Claim asserting a 503(b)(9) Claim must also: (i) include the value of the goods delivered to and received by the Debtors in the twenty days prior to the Petition Date; (ii) attach documentation evidencing the date on which the goods were delivered to and received by the Debtors; (iii) attach any documentation identifying the particular invoices for which the 503(b)(9) Claim is being asserted; and (iv) attach

documentation of any reclamation demand made to any Debtor under section 546(c) of the Bankruptcy Code (if applicable);

c. ***Receipt of Service***. Claimants submitting a Proof of Claim through non-electronic means who wish to receive a proof of receipt of their Proofs of Claim from the Claims and Noticing Agent must also include with their Proof of Claim a copy of their Proof of Claim and a self-addressed, stamped envelope;

d. ***Identification of the Debtor Entity.*** Each Proof of Claim must specify by name and case number the Debtor against which the claim is submitted by selecting the applicable Debtor at the top of the proposed Proof of Claim form. A Proof of Claim submitted under Case No. 26-11422 (SLM) or that does not identify a Debtor will be deemed as submitted only against Eddie Bauer LLC. A Proof of Claim that names a Debtor other than Eddie Bauer LLC but is submitted under Case No. 26-11422 (SLM) will be treated as having been submitted against such other Debtor;

e. ***Claims Against Multiple Debtor Entities***. Subject to the exceptions set forth herein, each Proof of Claim must state a claim against only one Debtor and clearly indicate the Debtor against which the claim is asserted. To the extent more than one Debtor is listed on the Proof of Claim, such claim may be treated as if filed only against Eddie Bauer LLC; and

f. ***Supporting Documentation***. Each Proof of Claim must include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d). If, however, such documentation is voluminous, upon prior written consent of the Debtors' counsel, such Proof of Claim may include a summary of such documentation or an explanation as to why such documentation is not available; *provided* that any creditor that received such written consent shall be required to transmit such supporting documentation to Debtors' counsel upon request no later than three business days from the date of such request; *provided, further*, that the Prepetition Agents shall not be required to file with Master Proofs of Claim any instruments, agreements, or other documents evidencing the obligations referenced in such Master Proof of Claim, which instruments, agreements, or other documents will be provided upon written request to counsel for such Prepetition Agent.

When and Where To Submit

Each Proof of Claim, including supporting documentation, must be submitted so that the Claims and Noticing Agent ***actually receives*** the Proof of Claim on or before the applicable Bar Date by: (a) electronically using the interface available on the Claims and Noticing Agent's website at https://cases.stretto.com/EddieBauer or (b) first-class U.S. Mail, overnight mail, or other hand-delivery systems, which Proof of Claim must include an ***original*** signature, at the following address: Eddie Bauer LLC, *et al.*, Claims Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602.

PROOFS OF CLAIM MUST BE SUBMITTED BY MAIL, BY HAND DELIVERY, OR THROUGH STRETTO'S WEBSITE.

PROOFS OF CLAIM SUBMITTED BY FAX OR EMAIL WILL NOT BE ACCEPTED AND WILL NOT BE DEEMED TIMELY SUBMITTED.

Claims for Which Proofs of Claim Need Not Be Filed

Persons or entities need ***not*** submit a Proof of Claim on behalf of a claim in these chapter 11 cases on or prior to the applicable Bar Date if the Claim falls into one of the following categories:

a. any claim that has already been asserted in a Proof of Claim against the Debtors with the Claims and Noticing Agent in a form substantially similar to Official Bankruptcy Form 410 (unless such person or entity wishes to assert a claim against a Debtor not identified in the prior Proof of Claim, in which case an additional Proof of Claim must be filed);

b. any claim that is listed on the Debtors' schedules of assets and liabilities and statements of financial affairs (the "Schedules"), 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 Debtor against which the claim is listed in the Schedules;

c. any claim that has previously been allowed by order of this Court;

d. any claim that has already been paid in full by any of the Debtors;

e. any claim for which a different deadline has previously been fixed by this Court;

f. any claim against a Debtor held by another Debtor;

g. any claim based on an equity interest in the 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 Debtors if an order of the Court authorizes the 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;[6]

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 Court in these chapter 11 cases, including the Prepetition Agents, and the Prepetition Secured Parties (each as defined in the *Interim Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. 67] (together with any final order related thereto, the "Cash Collateral Order")); and

l. any claim held by any person or entity solely against a non-Debtor entity.

THIS NOTICE IS BEING SENT TO MANY PERSONS AND ENTITIES THAT HAVE HAD SOME RELATIONSHIP WITH OR HAVE DONE BUSINESS WITH THE DEBTORS BUT MAY NOT HAVE AN UNPAID CLAIM AGAINST THE DEBTORS. THAT YOU HAVE RECEIVED THIS NOTICE DOES NOT MEAN THAT YOU HAVE A CLAIM OR THAT THE DEBTORS OR THE COURT BELIEVE THAT YOU HAVE ANY CLAIM.

Master Proofs of Claim

Notwithstanding anything to the contrary in the Order, each of the Prepetition Agents shall be authorized, but not required, to file a single Master Proof of Claim with respect to all claims relating to or arising out of the applicable Prepetition Secured Obligations, which Master Proof of Claim shall be deemed filed by the applicable Prepetition Agent not only in the above-captioned lead case, but also in the chapter 11 case of each of the Debtors. The filing of such Master Proof of Claim shall have the same effect as if each applicable holder of a claim under the applicable Prepetition Loan Documents had individually filed a Proof of Claim against each of the Debtors on account of such holder's claims. The Master Proofs of Claim shall not be required (a) to identify whether any Prepetition Secured Party acquired its claim from another party or, if applicable, the identity of any such party or (b) to be amended to reflect a change in the holders of the claims set forth therein or a reallocation among the holders of the claims asserted therein resulting from the transfer of all or any portion of such Claims. The provisions of this paragraph and each Master Proof of Claim are intended solely for the purpose of administrative convenience and shall not affect (x) the right of each Prepetition Secured Party (or its successors in interest) to

[6] "*Professional Fee Claim*" means a claim by a Professional seeking an award by the Court of compensation for services rendered or reimbursement of expenses incurred through and including the date upon which a chapter 11 plan of reorganization becomes effective (the "Effective Date") under sections 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

"*Professional*" means an entity: (a) employed pursuant to a Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Effective Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Court pursuant to section 503(b)(4) of the Bankruptcy Code.

vote separately on any plan proposed in these chapter 11 cases, (y) the Prepetition Secured Parties' exemption from filing Proofs of Claim under the Cash Collateral Order or otherwise, or (z) any other rights of the Prepetition Secured Parties under the Cash Collateral Order. The Prepetition Agents shall not be required to file with Master Proofs of Claim any instruments, agreements, or other documents evidencing the obligations referenced in such Master Proof of Claim, which instruments, agreements, or other documents will be provided upon written request to counsel for such Prepetition Agent.

Executory Contracts and Unexpired Leases

If you have a claim arising from the rejection of an executory contract or unexpired lease, you must submit your Proof of Claim based on such rejection on or before the later of (a) (i) the General Claims Bar Date or (ii) the Governmental Bar Date, as applicable, and (b) 11:59 p.m., prevailing Eastern Time, on the date that is thirty calendar days after the later of (i) the entry of the order approving the Debtors' rejection of the applicable executory contract or unexpired lease and (ii) the effective date of such rejection, unless otherwise ordered by the Court (the "Rejection Damages Bar Date").[7] Any landlord counterparty of an unexpired non-residential real property lease who asserts a claim on account of unpaid rent due under such lease outstanding as of the Petition Date pursuant to such lease (other than a rejection damages claim) shall not be required to file a Proof of Claim for such amount unless and until such unexpired lease has been rejected.

Amended Schedules Bar Date

In the event the Debtors amend or supplement their Schedules, the Debtors shall give notice of any such amendment to the holders of any claim directly affected thereby, and such holders shall submit their claims by the later of (a) the applicable Bar Date and (b) 11:59 p.m. prevailing Eastern Time on the date that is thirty calendar days after such person or entity is served with notice that the Debtor has amended its Schedules in a manner that directly affects such person or entity (any such date, the "Amended Schedules Bar Date").

The Debtors' Schedules and Access Thereto

You may be listed as the holder of a claim against one or more of the Debtors in the Debtors' Schedules.

Copies of the Debtors' Schedules may be obtained: (a) from the Claims and Noticing Agent by calling (833) 437-6838 for callers in the United States or by calling +1 (714) 442-4326 for callers outside the United States and/or visiting the Debtors' restructuring website at: https://cases.stretto.com/EddieBauer; (b) by written request to Debtors' counsel at the address and telephone number set forth below; and/or (c) on the Court's Internet Website at

[7] For the avoidance of doubt, nothing in the Order is intended to alter the procedures set forth in any order granted pursuant to the *Debtors' Motion for Entry of an Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases, and (II) Granting Related Relief* [Docket No. 86] (the "Assumption-Rejection Procedures Order"), and any deadlines to file a Proof of Claim set forth in a rejection order entered consistent with the Assumption-Rejection Procedures Order shall control in all respects notwithstanding anything to the contrary herein.

http://ecf.njb.uscourts.gov. A login and password to the Court's Public Access to Electronic Court Records are required to access this information and can be obtained at http://www.pacer.psc.uscourts.gov. Copies of the Schedules may also be examined between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, at the Office of the Clerk at the Martin Luther King, Jr. Federal Building, 50 Walnut Street, Newark, New Jersey 07102.

If you rely on the Debtors' Schedules, it is your responsibility to determine that the claim is accurately listed in the Schedules.

As set forth above, if (a) you agree with the nature, amount, and classification of your claim as listed in the Debtors' Schedules; (b) you do not dispute that your claim is only against the Debtor specified in the Schedules; and (c) your claim is **not** described as "disputed," "contingent," or "unliquidated" in the Schedules, **you need not submit a Proof of Claim**. Otherwise, or if you decide to submit a Proof of Claim, you must do so before the applicable Bar Date in accordance with the procedures set forth in this notice.

Reservation of Rights

Nothing contained in this Bar Date Notice is intended, or should be construed, as a waiver of the Debtors' right to: (a) dispute, or assert offsets or defenses against, any submitted Proof of Claim or any claim listed or reflected in the Schedules as to the nature, amount, liability, or classification of such claims; (b) subsequently designate any scheduled claim as disputed, contingent, or unliquidated; or (c) otherwise amend or supplement the Schedules.

Additional Information

If you have any questions regarding the claims process and/or if you wish to obtain a copy of the Order (which contains a more detailed description of the requirements for submitting Proofs of Claim), a Proof of Claim form, or related documents, you may do so by visiting the Debtors' restructuring website at https://cases.stretto.com/EddieBauer or contacting the Claims and Noticing Agent by: (a) calling (833) 437-6838 for callers in the United States or by calling +1 (714) 442-4326 for callers outside the United States; (b) writing to the following address: Eddie Bauer LLC, *et al.*, Claims Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; or (c) emailing EddieBauerInquiries@stretto.com.

Consequences of Failure to Submit a Proof of Claim by the Applicable Bar Date

ANY HOLDER OF A CLAIM THAT IS NOT LISTED IN THIS NOTICE AS A CLAIM EXCEPTED FROM THE REQUIREMENTS OF THE ORDER AND THAT FAILS TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (A) VOTING ON ANY CHAPTER 11 PLAN FILED IN THESE CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM; (B) PARTICIPATING IN ANY DISTRIBUTION IN THESE CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM; AND (C) RECEIVING FURTHER NOTICES REGARDING SUCH CLAIM. SUCH PERSON OR ENTITY SHALL NOT BE TREATED AS A CREDITOR WITH RESPECT TO SUCH CLAIM FOR ANY PURPOSE IN THESE CHAPTER 11 CASES.

Dated: [●], 2026

/s/ *DRAFT*

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Exhibit 3

Publication Notice

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(Jointly Administered)

NOTICE OF BAR DATES FOR SUBMITTING PROOFS OF CLAIM AND CLAIMS UNDER SECTION 503(B)(9) OF THE BANKRUPTCY CODE AGAINST THE DEBTORS

PLEASE TAKE NOTICE THAT the United States Bankruptcy Court for the District of New Jersey (the "Court") has entered the *Order (I) Setting Bar Dates for Submitting Proofs of Claim, Including Requests for Payment Under Section 503(b)(9); (II) Establishing an Amended Schedules Bar Date and a Rejection Damages Bar Date; (III) Approving the Form, Manner, and Procedures for Filing Proofs of Claim; (IV) Approving Notices Thereof; and (V) Granting Related Relief* (the "Order")[2] establishing **11:59 p.m. prevailing Eastern Time on April 7, 2026**, as the last date for each person or entity (including individuals, partnerships, corporations, joint ventures,

[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 herein shall have the meanings set forth in the Order.

and trusts, other than governmental units)[3] to submit proofs of claim (each a "Proof of Claim") against any of the Debtors listed below (collectively, the "Debtors").

A copy of the Order and any exhibits thereto are available (a) at the Debtors' expense upon request to Stretto, Inc. (the Claims and Noticing Agent retained in these chapter 11 cases), by calling (833) 437-6838 for callers in the United States or by calling +1 (714) 442-4326 for callers outside the United States; (b) for no charge by visiting the Debtors' restructuring website at https://cases.stretto.com/EddieBauer; or (c) for a fee via PACER by visiting http://ecf.njb.uscourts.gov.

The Order requires that all persons and entities (collectively, the "Claimants") holding or wishing to assert a claim that arose or is deemed to have arisen prior to February 9, 2026 (the "Petition Date"), against the Debtors set forth in Exhibit 2 to submit a Proof of Claim so as to be actually received by Stretto, Inc. (the "Claims and Noticing Agent") on or before the applicable Bar Date set forth below:

BAR DATES	
General Claims Bar Date	**April 7, 2026, at 11:59 p.m., prevailing Eastern Time**, is 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 Bankruptcy Code and unsecured priority claims specified herein against any Debtor (the "General Claims Bar Date").
Governmental Bar Date	Solely as to governmental units (as defined in section 101(27) of the Bankruptcy Code), **August 10, 2026, at 11:59 p.m., prevailing Eastern Time**, is the last date and time for each such governmental unit to file Proofs of Claim asserting claims ("Governmental Claims") against any 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 Debtors' rejection of executory contracts and unexpired leases, **the later of (a) (i) the General Claims Bar Date or (ii) the Governmental Bar Date, as applicable, and (b) 11:59 p.m., prevailing Eastern Time, on the date that is thirty calendar days after the later of (i) the entry of the order approving the Debtors' rejection of the applicable executory contract or unexpired lease and (ii) the effective date of such rejection** is the last date and time

[3] Except as otherwise defined herein, all terms specifically defined in the Bankruptcy Code shall have those meanings ascribed to them by the Bankruptcy Code. In particular, as used herein: (i) the term "claim" has the meaning given to it in section 101(5) of the Bankruptcy Code; (ii) the term "entity" (including individuals, partnerships, corporations, joint ventures, estates, and trusts) has the meaning given to it in section 101(15) of the Bankruptcy Code; (iii) the term "governmental unit" has the meaning given to it in section 101(27) of the Bankruptcy Code; and (iv) the term "person" has the meaning given to it in section 101(41) of the Bankruptcy Code.

	by which claimants holding claims based upon such rejection may file Proofs of Claim with respect thereto against any Debtor, **unless otherwise ordered by the Court** (such later date, the "Rejection Damages Bar Date").[4]
Amended Schedules Bar Date	In the event that the Debtors amend their Schedules (as defined herein), **the later of (a)(i) the General Claims Bar Date or (ii) the Governmental Bar Date, as applicable, and (b) 11:59 p.m., prevailing Eastern Time, on the date that is thirty calendar days from the date on which the Debtors provide notice of the amendment to the Schedules,** is the last date and time by which claimants holding claims directly affected by the amendment may file Proofs of Claim with respect thereto against any 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").

When and Where to Submit

Each Proof of Claim, including supporting documentation, must be submitted so that the Claims and Noticing Agent ***actually receives*** the Proof of Claim on or before the applicable Bar Date by: (a) electronically using the interface available on the Claims and Noticing Agent's website at https://cases.stretto.com/EddieBauer or (b) first-class U.S. Mail, overnight mail, or other hand-delivery system, which Proof of Claim must include an ***original*** signature, at the following address: Eddie Bauer LLC, *et al.*, Claims Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602.

PROOFS OF CLAIM MUST BE SUBMITTED BY MAIL, BY HAND DELIVERY, OR THROUGH STRETTO'S WEBSITE.

PROOFS OF CLAIM SUBMITTED BY FAX OR EMAIL WILL NOT BE ACCEPTED AND WILL NOT BE DEEMED TIMELY SUBMITTED.

Contents of Proofs of Claim. Each Proof of Claim must: (a) be written in English; (b) be denominated in United States dollars; (c) conform substantially with the Proof of Claim form provided by the Debtors or Official Form 410; and (d) be signed or electronically transmitted through the interface available on the Claims and Noticing Agent's website at https://cases.stretto.com/EddieBauer by the Claimant or by an authorized agent or legal representative of the Claimant. **Please note** that each Proof of Claim must specify by name and case number the Debtor against which the claim is submitted by selecting the applicable Debtor at the top of the proposed Proof of Claim form. A Proof of Claim submitted under the above-

[4] Any landlord counterparty of an unexpired non-residential real property lease who asserts a claim on account of unpaid rent due under such lease outstanding as of the Petition Date pursuant to such lease (other than a rejection damages claim) shall not be required to file a Proof of Claim for such amount unless and until such unexpired lease has been rejected.

captioned lead case or that does not identify a Debtor will be deemed as submitted only against Eddie Bauer LLC. A Proof of Claim that names a Debtor other than Eddie Bauer LLC but is submitted under the above-captioned lead case will be treated as having been submitted against such other Debtor with a notation that a discrepancy in the submission exists.

Section 503(b)(9) Claims. Vendors and suppliers of goods may be entitled to request an administrative priority claim under section 503(b)(9) of the Bankruptcy Code to the extent they delivered, and the Debtor received, goods within the twenty-day period prior to the Petition Date (a "503(b)(9) Claim"). The Court has deemed the submission of a Proof of Claim as satisfying the procedural requirements for asserting such a claim under section 503(b)(9) of the Bankruptcy Code. In addition to the other requirements listed above, any Proof of Claim asserting a 503(b)(9) Claim must (a) include the value of the goods delivered to and received by the Debtors in the twenty days prior to the Petition Date; (b) attach documentation evidencing the date on which the goods were delivered to and received by the Debtors; (c) attach any documentation identifying the particular invoices for which the 503(b)(9) Claim is being asserted; and (d) attach documentation concerning any reclamation demand made to any Debtors under section 546(c) of the Bankruptcy Code (if applicable).

Consequences of Failing to Timely Submit Your Proof of Claim. Any Claimant who is required, but fails, to submit a Proof of Claim in accordance with the Order on or before the applicable Bar Date shall be forever barred, estopped, and enjoined from asserting such claim against the Debtors (or submitting a Proof of Claim with respect thereto). In such event, the Debtors' property shall be forever discharged from any and all indebtedness or liability with respect to such claim, and such holder shall not be permitted to vote to accept or reject any plan filed in these chapter 11 cases, participate in any distribution on account of such claim, or receive further notices regarding such claim.

Reservation of Rights. Nothing contained in this notice is intended to or should be construed as a waiver of the Debtors' right to: (a) dispute, or assert offsets or defenses against, any submitted Proof of Claim or any claim listed or reflected in the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules") as to the nature, amount, liability, or classification of such claims; (b) subsequently designate any scheduled claim as disputed, contingent, or unliquidated; or (c) otherwise amend or supplement the Schedules.

Additional Information. If you have any questions regarding the claims process and/or if you wish to obtain a copy of the Order (which contains a more detailed description of the requirements for submitting Proofs of Claim), a Proof of Claim form, or related documents, you may do so by visiting the Debtors' restructuring website at https://cases.stretto.com/EddieBauer or contacting the Claims and Noticing Agent by: (a) calling (833) 437-6838 for callers in the United States or by calling +1 (714) 442-4326 for callers outside the United States; (b) writing to the following address: Eddie Bauer LLC, *et al.*, Claims Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; or (c) emailing EddieBauerInquiries@stretto.com.

SCHEDULE “L”

Disclosure Statement Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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KIRKLAND & ELLIS INTERNATIONAL LLP
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-and-

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

Order Filed on March 16, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(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) 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 relief set forth on the following pages, numbered three (3) through twenty-three (23), is **ORDERED**.

DATED: March 16, 2026

Honorable Stacey L. Meisel
United States Bankruptcy Judge

Debtors:	EDDIE BAUER LLC, *et al*.
Case No.	26-11422 (SLM)
Caption of Order:	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

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order") pursuant to sections 105, 1125, 1126, and 1128 of the Bankruptcy Code, Bankruptcy Rules 1001, 2002, 3001, 3016, 3017, 3018, 3020, and 9006, and Bankruptcy Local Rule 3018-1 (a) approving or reaffirming, as applicable: (i) on a conditional basis, the adequacy of the *Disclosure Statement Relating to the First Amended Joint Plan of Reorganization of Eddie Bauer LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* filed contemporaneously with the Motion, attached hereto as **Exhibit 1** (as the same may be amended, modified, or supplemented from time to time consistent with applicable law, the "Disclosure Statement"); (ii) the Solicitation and Voting Procedures, attached hereto as **Exhibit 2**; (iii) the forms of Ballots, attached hereto as **Exhibits 3A** and **3B**; (iv) the forms of Notice of Non-Voting Status, attached hereto as **Exhibits 4A** and **4B**; (v) the form of Opt-Out Form, attached hereto as **Exhibit 4C**; (vi) the form of Cover Letter that the 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, attached hereto as **Exhibit 5**; (vii) the form of the Combined Hearing Notice, attached hereto as **Exhibit 6**; (viii) the form of Plan Supplement Notice, attached hereto as **Exhibit 7**; (ix) the form of the Assumption Notice, attached hereto as **Exhibit 8**; (x) the form of the Rejection Notice, attached hereto as **Exhibit 9**; (xi) the Solicitation Package that will be sent

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

to Holders of Claims entitled to vote to accept or reject the Plan in compliance with Bankruptcy Rule 2002(b) and 3017(d); and (xii) the Confirmation Dates, including, but not limited to, the Combined Hearing Notice and Publication Deadline, the Voting Record Date, the Solicitation Package Mailing Deadline, the Plan Supplement Filing Deadline, the Voting Deadline, the Combined Objection Deadline, the Voting Report Deadline, the Confirmation Brief Deadline, the Combined Hearing Date, and the Opt-Out Deadline; 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** as provided herein.

2. Any objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.

I. Conditional Approval of the Adequacy of Information Contained in the Disclosure Statement.

3. The Disclosure Statement is approved on a conditional basis as providing Holders of Claims entitled to vote on the Plan with adequate information to make an informed judgment as to whether to vote to accept or reject the Plan in accordance with section 1125(a)(1) of the Bankruptcy Code. This approval is without prejudice to the right of any party in interest to argue at the Combined Hearing that the Disclosure Statement does not contain adequate information within the meaning of section 1125(a)(1) of the Bankruptcy Code, and this Order shall be without preclusive effect as to any determination by this Court at the Combined Hearing solely regarding the adequacy of the information contained in the Disclosure Statement within the meaning of section 1125(a)(1) of the Bankruptcy Code.

4. The Disclosure Statement (including all applicable exhibits thereto) provides 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 Article VIII of the Plan, in satisfaction of the requirements of Bankruptcy Rules 2002(c)(3) and 3016(b) and (c).

II. Approval of the Solicitation and Voting Procedures with Respect to Confirmation of the Plan.

A. Approval of the Solicitation and Voting Procedures.

5. The Debtors are authorized to solicit, receive, and tabulate votes to accept the Plan in accordance with the Solicitation and Voting Procedures attached hereto as **Exhibit 2**, which are hereby approved in their entirety. The Solicitation and Voting Procedures comply with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

6. Any Holder of a Claim subject to an objection by the Debtors who wishes to contest such objection and who files a motion under Bankruptcy Rule 3018(a) (a "3018 Motion") at least two (2) business days prior to the Voting Deadline shall be provided with a Solicitation Package by the Claims and Noticing Agent and shall be permitted to cast a provisional vote to accept or reject the Plan. Any 3018 Motion that is timely filed and that is not otherwise resolved prior to the Combined Hearing shall be heard at the Combined Hearing, or at such other time as determined by the Debtors and the claimant, and the validity of such claimant's provisional vote shall be determined at such hearing.

B. Approval of Certain Dates and Deadlines with Respect to the Plan and Disclosure Statement.

7. The following dates and deadlines are hereby established or reaffirmed, as applicable (subject to modification as necessary by the Debtors), with respect to the solicitation of votes to accept the Plan, voting on the Plan, and confirming the Plan:

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 (a "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 (the "Claims Bar Date") established in connection with the Bar Date Motion,[1] then the Claims and Noticing Agent will distribute a Solicitation Package to the Holder of such Unknown Eligible Claim by email within one (1) business day after such valid Proof of Claim has been filed and processed by the Claims and Noticing Agent, or as soon as is reasonably practicable thereafter. Such Holder shall be required to submit a valid Ballot no later than the Voting Deadline for such Ballot to be counted, unless otherwise determined by the Debtors in consultation with counsel to the Official Committee of Unsecured Creditors appointed in these chapter 11 cases (the "Committee").
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 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 this Order	The deadline by which the Debtors must distribute, or cause to be distributed, the Solicitation Package, including the Ballots and the Opt-Out Form, 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 Debtors shall file the Plan Supplement (the "Plan Supplement Filing Deadline").

[1] The "Bar Date Motion" means the *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*, filed contemporaneously with the Motion.

Event	Date	Description
Voting Deadline	April 14, 2026, at 4:00 p.m., prevailing Eastern Time	The deadline by which all Ballots must be properly executed, completed, and submitted so that they are **actually received** by Stretto, Inc., the claims, noticing, and solicitation agent for the Debtors in the Chapter 11 Cases (the "Claims and Noticing Agent," and such deadline, the "Voting 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 this 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 this Court (such date, the "Voting Report Deadline").
Confirmation Brief Deadline	April 15, 2026	The deadline by which the 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 hearing at which this Court will consider confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing," and such date, the "Combined Hearing Date").
Opt-Out Deadline	May 7, 2026, at 4:00 p.m., prevailing Eastern Time	The deadline by which all opt-out elections, whether submitted via the Opt-Out Form or the Opt-Out Portal, must be properly executed, completed, and submitted so that they are **actually received** by the Claims and Noticing Agent (the "Opt-Out Deadline").

8. The Voting Deadline provides sufficient time for Holders of Claims entitled to vote on the Plan to make an informed judgment as to whether to vote to accept or reject the Plan. The Debtors may adjourn the Combined Hearing and any related dates and deadlines from time to time, without notice to the parties in interest other than announcement of such adjournment in open court and/or filing a notice of adjournment with this Court. The Opt-Out Deadline provides Holders of Claims with adequate time to make an informed judgment as to whether to opt out of the Third-Party Release.

C. Approval of the Form and Distribution of the Solicitation Package to Parties Entitled to Vote on the Plan.

9. The Debtors shall cause the Solicitation Package to be distributed via first-class mail and email to Holders of Claims entitled to vote on the Plan as of the Voting Record Date on or before the Solicitation Mailing Deadline; *provided* that the Debtors shall distribute the Combined Hearing Notice to Holders of such Claims via first-class mail and email on or prior to the Combined Hearing Notice and Publication Deadline. Solicitation Packages distributed via first-class mail shall include (a) the Plan, the Disclosure Statement, and this Order in electronic format (*i.e.*, saved to a USB flash drive), and (b) the applicable Ballot, the Opt-Out Form, the Cover Letter, and the Committee Letter in paper format.

10. With respect to each Holder of an Unknown Eligible Claim with respect to which a valid Proof of Claim is filed after the Voting Record Date and before the Claims Bar Date, the Claims and Noticing Agent will distribute a Solicitation Package to the Holder of such Unknown Eligible Claim via email within one (1) business day after such valid Proof of Claim has been filed and processed by the Claims and Noticing Agent, or as soon as is reasonably practicable thereafter. Such service satisfies the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

11. Each recipient of the Solicitation Package shall be required to (a) submit a valid Ballot no later than the Voting Deadline for such Ballot to be counted; *provided*, that a Ballot submitted after the Voting Deadline may be counted at the discretion of the Debtors in consultation

with the Committee, and (b) submit a valid Opt-Out Form by the Opt-Out Deadline in order to opt out of the Third-Party Release.

12. Any party that receives the Solicitation Package in email format and would prefer to receive the Solicitation Package in paper format may receive the Solicitation Package in paper format (to be provided at the Debtors' expense) by contacting the Claims and Noticing Agent and requesting paper copies.

13. Any Holder of a Claim subject to an objection by the Debtors who files a motion under Bankruptcy Rule 3018(a) (a "3018 Motion") at least two (2) business days prior to the Voting Deadline shall be provided with a Solicitation Package by the Claims and Noticing Agent via email and shall be permitted to cast a provisional vote to accept or reject the Plan. Any 3018 Motion that is timely filed shall be heard at the Combined Hearing, or at such other time as determined by the Debtors and the claimant, and the validity of such claimant's provisional vote shall be determined at such hearing.

14. The Solicitation Package shall include the following documents, the form of each of which is hereby approved and complies with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules:

a. the Disclosure Statement (and exhibits thereto, including the Plan), attached hereto as **Exhibit 1**;

b. a copy of the Solicitation and Voting Procedures, substantially in the form attached hereto as **Exhibit 2**;

c. the applicable Ballot, substantially in the forms attached hereto as **Exhibits 3A** and **3B**, together with detailed voting instructions and instructions on how to submit the Ballot;

d. the Opt-Out Form, substantially in the form attached hereto as **Exhibit 4C**, together with detailed instructions on how to opt out of the Third-Party Release,[2] and on how to submit the Opt-Out Form;

e. the Cover Letter, substantially in the form attached hereto as **Exhibit 5**, which describes the contents of the Solicitation Package and recommends that Holders of Claims in the Voting Classes vote to accept the Plan;

f. the Combined Hearing Notice, substantially in the form attached hereto as **Exhibit 6**;

g. this Order (without exhibits, except for the Solicitation and Voting Procedures);

h. the letter from the Committee recommending to accept or reject the Plan, as appropriate and as determined in the Committee's discretion (the "Committee Letter"); and

i. any additional documents that this Court has ordered to be made available to Holders of Claims in the Voting Classes.

15. The Solicitation Package provides the Holders of Claims entitled to vote on the Plan with adequate information to make an informed judgment as to whether to vote to accept or reject the Plan in accordance with the Bankruptcy Code, Bankruptcy Rules 2002(b) and 3017(d), and the Bankruptcy Local Rules.

[2] The "Third-Party Release" means the release given by each of the Releasing Parties to the Released Parties as set forth in Article VIII.D of the Plan

16. The Debtors and the Claims and Noticing Agent are authorized to rely on the address information (including email addresses and physical mailing addresses for voting and non-voting parties alike) maintained by the Debtors and provided to the Claims and Noticing Agent. Any obligation for the Debtors or the Claims and Noticing Agent to conduct any additional research for updated email addresses or physical mailing addresses based on undeliverable solicitation materials (including undeliverable Ballots) is hereby waived. Furthermore, notwithstanding anything herein to the contrary, neither the Debtors nor the Claims and Noticing Agent shall be required to distribute a Solicitation Package or any other materials related to voting or confirmation of the Plan to any person or entity from which the notice of the Motion or other mailed notice in these cases was returned as undeliverable unless the Claims and Noticing Agent is provided with accurate mailing addresses for such persons or entities on or prior to the Voting Record Date. In no event shall any Holder of a Claim be entitled to submit a Ballot after the Voting Deadline without the Debtors' express written consent or by a separate order of this Court after notice and a hearing.

17. The Debtors are authorized to cause copies of the Notice of Non-Voting Status, substantially in the form attached hereto as **Exhibit 4A**, and the Opt-Out Form, substantially in the form attached hereto as **Exhibit 4C**, to be delivered via email and/or first-class mail, as applicable, through the Claims and Noticing Agent to Holders of Claims or Interests in the Non-Voting Classes.

18. The Debtors are authorized to cause copies of the Notice of Non-Voting Status, substantially in the form attached hereto as **Exhibit 4B**, and the Opt-Out Form, substantially in the form attached hereto as **Exhibit 4C**, to be delivered via email and/or first-class mail, as applicable, through the Claims and Noticing Agent to Holders of Disputed Claims or Interests.

19. On or before the Solicitation Package Mailing Deadline, the Debtors (through the Claims and Noticing Agent) shall provide the Solicitation Packages (excluding the Ballots, the Opt-Out Form, the Cover Letter, and the Committee Letter) via email (where available) to the U.S. Trustee and all parties on the Master Service List as of the Voting Record Date.

20. The Claims and Noticing Agent is authorized to assist the Debtors in all of the actions set forth herein, as applicable, including: (a) distributing the Solicitation Package and Notice of Non-Voting Status; (b) receiving, tabulating, and reporting on Ballots cast to accept or reject the Plan by Holders of Claims; (c) responding to inquiries from Holders of Claims or Interests and other parties in interest relating to the Disclosure Statement, the Plan, the Ballots, the Opt-Out Form, the Solicitation Package, the Notice of Non-Voting Status, and all other documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan, opting out of the Third-Party Release contained in Article VIII of the Plan, and for objecting to confirmation of the Plan; (d) soliciting votes on the Plan; and (e) if necessary, contacting parties in interest regarding the Plan and/or the Disclosure Statement.

21. The Claims and Noticing Agent is authorized to accept Ballots and Opt-Out Forms via online submissions through an online balloting portal on the Debtors' case website at

https://cases.stretto.com/eddiebauer/ (the "E-Ballot Portal" or the "Opt-Out Portal," as applicable) as set forth in the Solicitation and Voting Procedures. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot or Opt-Out Form submitted in this manner, and the creditor's electronic signature will be deemed to be immediately legally valid and effective. Ballots submitted to the Claims and Noticing Agent by any means other than as expressly provided in this Order or in the Solicitation and Voting Procedures shall not be valid and shall not count as a vote to accept or reject the Plan. The Ballots and Opt-Out Forms submitted online via the E-Ballot Portal or Opt-Out Portal, as applicable, shall be deemed to contain an original signature.

22. All votes to accept or reject the Plan must be cast using the appropriate Ballots and/or voting instructions. All Ballots must be properly executed, completed, and delivered according to their applicable voting instructions via: (a) first-class mail, in the return envelope provided with each Ballot; (b) overnight delivery; (c) personal delivery; or (d) the E-Ballot Portal, so that the Ballots are **actually received** by the Claims and Noticing Agent on or before the Voting Deadline. The Debtors are authorized to extend the Voting Deadline in their discretion without further order of this Court.

23. All elections to opt out of the Third-Party Release contained in Article VIII of the Plan must be made using the Opt-Out Form or via electronic, online submission through the Opt-Out Portal, as described in the Opt-Out Form. If submitted via the Opt-Out Form, submissions must be made via (a) first-class mail in the return envelope provided with each Ballot or Notice of

Non-Voting Status, as applicable; (b) overnight delivery; or (c) personal delivery. Opt-out elections, whether submitted via the Opt-Out Form or the Opt-Out Portal, must be submitted so as to be **actually received** by the Claims and Noticing Agent on or before the Opt-Out Deadline. The Debtors are authorized to extend the Opt-Out Deadline in their discretion without further order of this Court.

24. Notwithstanding anything to the contrary in the Disclosure Statement, the Plan, or this Order, the Debtors shall cause a Ballot for Class 6 to be served on all counterparties to Unexpired Leases, including previously rejected Unexpired Leases. Any such party shall be eligible to cast a provisional vote to accept or reject the Plan by the Voting Deadline on account of a Claim in an amount equal to the greater of (a) $1.00 and (b) the amount asserted in any Proof of Claim; *provided*, that the Debtors shall retain the right to object to the validity of such Claim and the amount asserted in any applicable Proof of Claim.

D. Approval of the Form of Notices to Non-Voting Classes.

25. Except to the extent that the Debtors determine otherwise, the Debtors are not required to provide the Solicitation Package to Holders of Claims or Interests in Non-Voting Classes, as such Holders are not entitled to vote on the Plan. Instead, on or before the Solicitation Package Mailing Deadline, the Claims and Noticing Agent shall distribute the Notice of Non-Voting Status (via email or via first-class mail, as applicable) in lieu of the Solicitation Package, the form of each of which will include the mechanisms for opting out of the Third-Party Release contained in Article VIII of the Plan, to those parties set forth below, who are not entitled

to vote on the Plan; *provided* that the Debtors shall also distribute the Combined Hearing Notice on or before the Combined Hearing Notice and Publication Deadline to Holders of Claims or Interests in Non-Voting Classes:

Class	Status	Treatment
Class 1, Class 2	Unimpaired—Presumed to Accept	Holders of Claims that are conclusively presumed to accept the Plan are not entitled to vote. As such, Holders of such Claims will receive a Notice of Non-Voting Status, substantially in the form attached to this Order as Exhibit 4A, and the Opt-Out Form, substantially in the form attached to this Order as Exhibit 4C, in lieu of a Solicitation Package.
Class 4, Class 5, Class 9, Class 10	Impaired—Deemed to Reject	Holders of Claims or Interests that are deemed to reject the Plan are not entitled to vote. As such, Holders of such Claims or Interests will receive a Notice of Non-Voting Status, substantially in the form attached to this Order as Exhibit 4A, and the Opt-Out Form, substantially in the form attached to this Order as Exhibit 4C, in lieu of a Solicitation Package.
N/A	Disputed Claims	Holders of Claims that are subject to a pending objection that prohibits Holders of such Claims from voting will receive a Notice of Non-Voting Status, substantially in the form attached to this Order as Exhibit 4B, and the Opt-Out Form, substantially in the form attached to this Order as Exhibit 4C, in lieu of a Solicitation Package.

26. Service of the Notice of Non-Voting Status and Combined Hearing Notice via email (using the email address maintained by the Debtors as of the Voting Record Date) or via first-class mail in paper or electronic format (*i.e.*, USB flash drive format), as applicable, to

Holders of Claims or Interests that are not entitled to vote is reasonably calculated to provide notice to such Holders of the Combined Hearing under the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules. If such Holder requests a hard copy of the Notice of Non-Voting Status and Combined Hearing Notice, then the Claims and Noticing Agent shall provide a hard copy thereof within three (3) business days of receipt of such request, or as soon as reasonably practicable thereafter.

27. The Debtors are not required to distribute the Solicitation Package, other solicitation materials, or a Notice of Non-Voting Status to: (a) Holders of Claims that (i) have already been paid in full during the Chapter 11 Cases or that are otherwise paid in full in the ordinary course of business pursuant to an order previously entered by this Court or (ii) are scheduled to be paid in the ordinary course prior to the Voting Deadline; (b) any party to whom the notice of the Motion was sent but subsequently returned as undeliverable without a forwarding address on or prior to the Voting Record Date; or (c) the Holders of Claims or Interests in Class 7 (Intercompany Claims) and Class 8 (Intercompany Interests).

28. The Notice of Non-Voting Status and the Opt-Out Form shall include, among other things: (a) instructions as to how to view or obtain copies of the Disclosure Statement (including the Plan and the other exhibits attached thereto), this Order, and all other materials in the Solicitation Package (excluding Ballots) from the Claims and Noticing Agent and/or this Court's website via PACER; (b) notice to recipients of their status as Holders or potential Holders of Claims or Interests in Non-Voting Classes; (c) a disclosure regarding the settlement, release,

exculpation, and injunction language set forth in Article VIII of the Plan; (d) the Opt-Out Form by which Holders may elect to opt out of the Third-Party Release set forth in Article VIII.D of the Plan; (e) notice of the Combined Objection Deadline; and (f) notice of the Combined Hearing Date and information related thereto. Additionally, the Notice of Non-Voting Status is hereby approved and complies with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

E. Approval of the Combined Hearing Notice.

29. The Combined Hearing Notice, substantially in the form attached hereto as **Exhibit 6**, which shall be filed by the Debtors and served upon all known Holders of Claims or Interests and the list of notice parties maintained by the Debtors pursuant to Bankruptcy Rule 2002 (regardless of whether such parties are entitled to vote on the Plan) and published in a format modified for publication one time on or before the Combined Hearing Notice and Publication Deadline (or, with respect to publication, at the first reasonably available opportunity offered by the relevant publications), in *The New York Times* (national edition) and/or the *Financial Times* (global edition), constitutes adequate and sufficient notice of the Combined Hearing, the manner in which a copy of the Plan and Disclosure Statement can be obtained, and the time fixed for filing objections to Confirmation of the Plan and final approval of the Disclosure Statement, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

F. Approval of the Plan Supplement Notice.

30. The Debtors are authorized to send notice of the filing of the Plan Supplement, substantially in the form attached hereto as **Exhibit 7**, to parties in interest on or before the Plan Supplement Filing Deadline. Notwithstanding the foregoing, the Debtors may amend the documents contained in, and exhibits to, the Plan Supplement through the Effective Date in accordance with the Plan.

G. Approval of Notices to Contract and Lease Counterparties.

31. The Debtors are authorized to serve via email (or, to the extent the Debtors are not aware of a counterparty's email address or email service is returned as undeliverable, via physical mail in paper format) a notice of assumption or notice of rejection of any executory contracts or unexpired leases, in the forms attached hereto as **Exhibit 8** and **Exhibit 9**, respectively, which forms are hereby approved, to the applicable counterparties to executory contracts or unexpired leases that will be assumed or rejected pursuant to the Plan on or before the date that is seven (7) days prior to the Combined Hearing.

F. Non-Substantive Modifications.

32. The Debtors are authorized to make non-substantive changes to the Plan, Disclosure Statement, Solicitation and Voting Procedures, Ballots, Opt-Out Form, Solicitation Packages, Notices of Non-Voting Status, Combined Hearing Notice, Publication Notice, Cover Letter, Plan Supplement Notice, Assumption Notice, Rejection Notice, any other notice attached hereto, and any related documents without further order of this Court, including formatting

changes, changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, the Plan, and any other materials (including any appendices thereto) in the Solicitation Packages before distribution. Subject to the foregoing, the Debtors are authorized to solicit, receive, and tabulate votes to accept or reject the Plan in accordance with this Order and the Solicitation and Voting Procedures without further order of this Court.

III. Approval of the Procedures for Filing Objections to the Final Approval of the Adequacy of the Information Contained in the Disclosure Statement and Confirmation of the Plan.

33. Objections to Confirmation of the Plan and final approval of the Disclosure Statement will not be considered by this Court unless such objections are timely filed and properly served in accordance with this Order. Specifically, all objections to the confirmation of the Plan or requests for modifications to the Plan, if any, **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of this Court; (c) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan or Disclosure Statement (or materials related to the foregoing) that would resolve such objection; and (d) be filed with this Court (contemporaneously with a proof of service) and served upon parties in interest on or before the Combined Objection Deadline.

IV. Approval of Consequences of Not Confirming or Consummating the Plan.

34. The Debtors are authorized to revoke or withdraw the Plan before the Combined Hearing and to file subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (a) the Plan will be null and void in all

respects; (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void, provided that all provisions of the Restructuring Support Agreement that survive termination thereof shall remain in effect in accordance with the terms thereof; and (c) nothing contained in the Plan shall (i) constitute a waiver or release of any Claims or Interests, (ii) prejudice in any manner the rights of such Debtor or any other Entity, or (iii) constitute an admission, acknowledgment, offer, or undertaking of any sort by such Debtor or any other Entity. Notwithstanding the foregoing, the non-Consummation of the Plan shall not require or result in the voiding, recission, reversal, or unwinding of (a) the Cash Collateral Order, including, without limitation, any releases provided for therein, or (b) the Sale Transactions and/or the Store Closing Sales, as applicable, or the revocation of the Debtors' authority under any Sale Order to consummate the Sale Transaction or the Store Closing Sales, as applicable, and all provisions of the Sale Transaction Documents and the Restructuring Support Agreement (each as defined in the Plan) that survive termination thereof, as applicable, shall remain in effect in each case, in accordance with the terms thereof.

V. Miscellaneous.

35. The requirement set forth in Bankruptcy Local Rule 3018-1(a) that ballots be returned to the attorney for the chapter 11 plan proponent not later than seven (7) days before the Combined Hearing is hereby waived.

36. The requirement set forth in Bankruptcy Local Rule 3018-1(b) that voting results be certified at least three (3) days before the Combined Hearing is hereby waived.

37. The Debtors' rights to modify the Plan in accordance with Article X thereof, including the right to withdraw the Plan as to an individual Debtor at any time before the Combined Hearing Date, are reserved.

38. Nothing in this Order shall be construed as a waiver of the right of the Debtors or any other party in interest, as applicable, to object to a Proof of Claim.

39. Nothing in this Order constitutes a finding of fact or conclusion of law regarding whether the Debtors' proposed opt out procedures establish consensual releases, and the rights of all parties in interest to object to Confirmation on any grounds are fully reserved.

40. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

41. Notice of the Motion as provided therein and of the Hearing, each as filed and served by the Debtors, shall be deemed adequate and sufficient notice thereof in satisfaction of the Bankruptcy Rules and the Bankruptcy Local Rules, and the deadline for filing objections to the conditional approval of the Disclosure Statement and responses thereto is hereby approved.

42. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

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

Exhibit 1

Disclosure Statement

[*Filed Separately*]

Exhibit 2

Solicitation and Voting Procedures

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(Jointly Administered)

SOLICITATION AND VOTING PROCEDURES

PLEASE TAKE NOTICE THAT, on [●] [●], 2026, the United States Bankruptcy Court for the District of New Jersey (the "Court") entered an order [Docket No. [●]] (the "Disclosure Statement Order"): (i) authorizing Eddie Bauer LLC and its affiliated debtors and debtors in possession (collectively, the "Debtors"), to solicit acceptances for the *First Amended Joint Plan of Reorganization of Eddie Bauer LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Plan");[2] (ii) conditionally approving the *Disclosure Statement Relating to the First Amended Joint Plan of Reorganization of Eddie Bauer LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (iii) approving the solicitation materials and documents to be included in the solicitation package (the "Solicitation Package"); (iv) approving procedures for soliciting, noticing, receiving, and tabulating votes on the Plan; (v) establishing certain

[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 not otherwise defined herein shall have the meanings ascribed to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

deadlines to vote on, object to, and opt out of the releases set forth in the Plan; and (vi) granting related relief.

A. The Voting Record Date.

The Court has approved **March 16, 2026**, as the record date (the "Voting Record Date") for purposes of determining which Holders of Claims in Class 3 ABL Claims and Class 6 General Unsecured Claims (each a "Voting Class," and collectively, the "Voting Classes") that either (i) have been listed on the Debtors' Schedules or (ii) with respect to which a valid proof of claim (a "Proof of Claim") has been filed before March 16, 2026 (such Claims, "Known Eligible Claims"), are entitled to vote on the Plan.

For Holders of Claims that (a) (i) are not listed in the Schedules and (ii) with respect to which a valid Proof of Claim has not been filed as of March 16, 2026 (*i.e.*, the Voting Record Date) (such Claims, "Unknown Eligible Claims"), and (b) with respect to which a valid Proof of Claim is filed on or after the Voting Record Date but prior to the applicable general claims bar date (the "Claims Bar Date") established in connection with the *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* [Docket No. [●]], Stretto Inc., the claims, noticing, and solicitation agent for the Debtors in the Chapter 11 Cases (the "Claims and Noticing Agent"), will distribute a Solicitation Package to the Holder of such Unknown Eligible Claim by email within one (1) business day after such valid Proof of Claim has been filed and processed by the Claims and Noticing Agent, or as soon as reasonably practicable thereafter.

Each recipient of the Solicitation Package shall be required to submit a valid Ballot no later than the Voting Deadline in order for such Ballot to be counted; *provided*, that the Debtors, in consultation with the Committee, may permit a Ballot submitted by a Holder of an Unknown Eligible Claim after the Voting Deadline to be counted.

B. The Voting Deadline.

The Court has approved **April 14, 2026, at 4:00 p.m. (prevailing Eastern Time)** as the deadline for Holders of Claims in the Voting Classes to vote to accept or reject the Plan (the "Voting Deadline"). The Debtors may extend the Voting Deadline without further order of the Court by filing a notice on the Court's docket. To be counted as votes to accept or reject the Plan, all ballots (the "Ballots") must be executed, completed, and delivered pursuant to the instructions set forth on the applicable Ballot so that they are **actually received** by the Claims and Noticing Agent no later than the Voting Deadline. Holders of Claims in the Voting Classes should submit their Ballots in accordance with the instructions provided on the applicable Ballot.

C. The Opt-Out Deadline.

The Court has approved **May 7, 2026, at 4:00 p.m. (prevailing Eastern Time)** (the "Opt-Out Deadline") as the deadline by which all parties in interest electing to opt out of the third-party release given by each of the Releasing Parties to the Released Parties as set forth in Article VIII.D of the Plan (the "Third-Party Release") must submit their election, either via the Opt-Out Form or via electronic, online submission through the Opt-Out Portal. All opt-out elections, whether submitted via the Opt-Out Form or the Opt-Out Portal, must be properly executed, completed, and submitted so that they are **actually received** by the Claims and Noticing Agent by the Opt-Out Deadline. The Debtors may extend the Opt-Out Deadline without further order of the Court by filing a notice on the Court's docket.

D. Form, Content, and Manner of Notices.

1. The Solicitation Package.

The following materials shall constitute the Solicitation Package:

a. a copy of these Solicitation and Voting Procedures;

b. the applicable Ballot, which includes detailed voting instructions and instructions on how to submit the Ballot;

c. the Opt-Out Form, which includes detailed instructions on how to opt out of the Third-Party Release either via the Opt-Out Form or the Opt-Out Portal;

d. the Cover Letter, which describes the contents of the Solicitation Package and recommends that Holders of Claims in the Voting Classes vote to accept the Plan;

e. the Combined Hearing Notice;

f. the Disclosure Statement (and exhibits thereto, including the Plan);

g. the Disclosure Statement Order (without exhibits, except for the Solicitation and Voting Procedures);

h. the Committee Letter; and

i. any additional documents that the Court has ordered to be made available to Holders of Claims in the Voting Classes.

2. Distribution of the Solicitation Package.

Within five (5) business days following entry of the Disclosure Statement Order, the Claims and Noticing Agent shall serve or cause to be served via first-class mail and email the Solicitation Package to Holders of Known Eligible Claims entitled to vote on the Plan; *provided*, that the Debtors shall distribute the Combined Hearing Notice to Holders of such Claims via first-class mail and email on or prior to the Combined Hearing Notice and Publication Deadline. Solicitation Packages distributed via first-class mail shall include (a) the Plan, the Disclosure Statement, and the Order in electronic format (*i.e.*, saved to a USB flash drive), and (b) the applicable Ballot, the Opt-Out Form, the Cover Letter, and the Committee Letter in paper format. **Any party that receives the materials in electronic format but would prefer paper format may request a Solicitation Package in paper format from the Claims and Noticing Agent by: (i) calling the Claims and Noticing Agent at (833) 437-6838 (Toll-Free) or (714) 442-4326 (International); (ii) contacting the Claims and Noticing Agent at EddieBauerInquiries@stretto.com; or (iii) writing to the Claims and Noticing Agent at Eddie Bauer LLC Ballot Processing, c/o Stretto Inc., 410 Exchange, Suite 100, Irvine, CA 92602. In addition, these Solicitation and Voting Procedures, the Disclosure Statement, the Plan, the Disclosure Statement Order, and all pleadings filed with the Court are available on the Debtors' case website at https://cases.stretto.com/EddieBauer.**

The Claims and Noticing Agent shall also serve via email or cause to be served via email electronic versions of the Solicitation Package (excluding Ballots, the Opt-Out Form, the Cover Letter, and the

Committee Letter) on the U.S. Trustee and all parties who have requested service of papers in this case pursuant to Bankruptcy Rule 2002.

When distributing the Solicitation Package, the Debtors and their Claims and Noticing Agent may use the physical mailing address and/or email address, as applicable, on file for such Holder, if any, or, if applicable, the physical mailing address and/or email address listed on a filed Proof of Claim, to the extent a Proof of Claim was filed.

The Claims and Noticing Agent will not distribute the Solicitation Package to: (a) Holders of Claims that (i) have already been paid in full during the Chapter 11 Cases or that are otherwise paid in full in the ordinary course of business pursuant to an order previously entered by the Court or (ii) are scheduled to be paid in the ordinary course prior to the Voting Deadline; or (b) any party to whom notice of the *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* was sent but was subsequently returned as undeliverable and for whom no physical forwarding address was available as of the time of such distribution; (iii) the Holders of Claims or Interests in Class 7 (Intercompany Claims) and Class 8 (Intercompany Interests); or (iv) parties that received a Notice of Non-Voting Status.

Notwithstanding anything to the contrary in the Disclosure Statement, the Plan, or the Disclosure Statement Order, the Debtors shall cause a Ballot for Class 6 to be served on all counterparties to Unexpired Leases, including previously rejected Unexpired Leases. Any such party shall be eligible to cast a provisional vote to accept or reject the Plan by the Voting Deadline on account of a Claim in an amount equal to the greater of (a) $1.00 and (b) the amount asserted in any Proof of Claim; *provided*, that the Debtors shall retain the right to object to the validity of such Claim and the amount asserted in any applicable Proof of Claim.

3. Resolution of Disputed Claims for Voting Purposes; Resolution Event.

The Claim amounts established herein shall control for voting purposes only and shall not constitute the Allowed amount of any Claim for any other purpose, including distributions under the Plan. Any amounts pre-populated on a Ballot by the Debtors through the Claims and Noticing Agent are solely for voting purposes and are not binding for purposes of allowance and distribution. In resolving disputed Claims for voting purposes, the following principles shall apply:

a. The Debtors shall have until seven (7) days before the Voting Deadline to object to Proofs of Claims for purposes of voting on the Plan (the "Voting Claims Objection Deadline"). To the extent the Debtors wish to object to a Proof of Claim that is timely filed following the Voting Claims Objection Deadline but prior to the Voting Deadline, the Debtors shall promptly file such objection. Any such objection that remains pending as of the Combined Hearing Date will be heard on an emergency basis at the Combined Hearing, or at such other time as agreed between the Debtors and the applicable claimant.

b. If a Claim in a Voting Class is subject to an objection, other than a "reduce and allow" objection, that is filed with the Court on or prior to seven (7) days before the Voting Deadline: (i) the Debtors shall cause the Holder to be served with the *Notice of Non-Voting Status*, substantially in the form annexed as Exhibit 4B to the Disclosure Statement Order (the "Notice of Non-Voting Status"), and *Opt-Out Form*, substantially in the form annexed as Exhibit 4C to the Disclosure Statement

Order (the "Opt-Out Form"), as applicable; and (ii) subject to the Holder's right to file a 3018 Motion as provided herein, the applicable Holder shall not be entitled to vote to accept or reject the Plan on account of such Claim unless a Resolution Event (as defined herein) occurs; *provided* that if such objection seeks to reduce and allow a Claim, such Claim shall be entitled to vote only in the proposed reduced amount unless otherwise ordered by the Court, subject to the Holder's right to file a 3018 Motion as provided herein;

c. If a Claim in a Voting Class is subject to an objection, other than a "reduce and allow" objection, that is filed with the Court less than seven (7) days prior to the Voting Deadline, the applicable Claim shall be deemed temporarily allowed for voting purposes only, without further action by the Holder of such Claim and without further order of the Court, unless the Court orders otherwise; *provided* that if such objection seeks to reduce and allow a Claim, such Claim shall be entitled to vote only in the proposed reduced amount unless otherwise ordered by the Court, subject to the Holder's right to file a 3018 Motion as provided herein;

d. Any Holder of a Claim subject to an objection by the Debtors who wishes to contest such objection and who files a motion under Bankruptcy Rule 3018(a) (a "3018 Motion") at least two (2) business days prior to the Voting Deadline shall be provided with a Solicitation Package by the Claims and Noticing Agent and shall be permitted to cast a provisional vote to accept or reject the Plan. Any 3018 Motion that is timely filed and that is not otherwise resolved prior to the Combined Hearing shall be heard at the Combined Hearing, or at such other time as determined by the Debtors and the claimant, and the validity of such claimant's provisional vote shall be determined at such hearing. This procedure is without prejudice to the rights of the Debtors and any affected Holders to resolve a Claim objection through a "Resolution Event," which shall mean the occurrence of one or more of the following events:

   i. an order of the Court is entered allowing such Claim pursuant to section 502(b) of the Bankruptcy Code;

   ii. an order of the Court is entered temporarily allowing such Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;

   iii. a stipulation or other agreement is executed between the Holder of such Claim and the Debtors temporarily allowing the Holder of such Claim to vote its Claim in an agreed upon amount; or

   iv. the pending objection to the applicable Claim is voluntarily withdrawn by the objecting party;

e. No later than one (1) business day following the occurrence of a Resolution Event, the Debtors shall cause the Claims and Noticing Agent to distribute (i) a Solicitation Package to the relevant Holder via hand delivery, first-class mail, or email, and (ii) a pre-addressed, postage pre-paid envelope, if applicable, to the relevant Holder to the extent such Holder has not already received a Solicitation Package; and

f. Claims that have been paid in full, scheduled to be paid in full in the ordinary course prior to the Voting Deadline, or otherwise satisfied in full prior to the Voting Deadline, are disallowed for voting purposes.

4. Notice of Non-Voting Status for Unimpaired, Impaired, and Disputed Claims and Opt-Out Forms.

The following Holders of Claims or Interests will receive (x) the Notice of Non-Voting Status, which will instruct such Holders as to how they may obtain copies of the documents contained in the Solicitation Package (excluding Ballots), as well as how they may opt out of the Third-Party Release; and (y) the Opt-Out Form, with which such Holders of Claims or Interests may opt out of the Third-Party Release and, if applicable, make certain elections:

a. Holders of Claims or Interests that are not classified in accordance with section 1123(a)(1) of the Bankruptcy Code or who are not entitled to vote because they are Unimpaired or otherwise presumed to accept the Plan under section 1126(f) of the Bankruptcy Code;

b. Holders of Claims or Interests who are not entitled to vote because they are deemed to reject the Plan under section 1126(g) of the Bankruptcy Code; and

c. Holders of Claims that are subject to a pending objection other than a "reduce and allow" objection.

5. Notices in Respect of Executory Contracts and Unexpired Leases.

Counterparties to Executory Contracts and Unexpired Leases that receive a *Notice of Assumption of Executory Contracts and Unexpired Leases*, substantially in the form attached as Exhibit 8 to the Disclosure Statement Order, or a *Notice of Rejection of Executory Contracts and Unexpired Leases*, substantially in the form attached as Exhibit 9 to the Disclosure Statement Order, may file an objection to the Debtors' proposed assumption, rejection, or cure amount, as applicable. Such objections must: (i) be in writing; (ii) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and orders of the Court; (iii) state with particularity the basis of the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; (iv) be filed electronically with the Clerk of the Court in accordance with the General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents dated March 27, 2002 (the "General Order") and the Commentary Supplementing Administrative Procedures dated as of March 2004 (the "Supplemental Commentary")[3] or, if not otherwise filed with the Clerk of the Court electronically, in hard copy; and (v) be served in accordance with the General Order and the Supplemental Commentary upon the following parties so as to be **actually received** (x) in the case of a notice of assumption, no later than **fourteen (14) days after the service of such notice of assumption** on the affected counterparties, or (y) in the case of a notice of rejection**,** no later than **seven (7) days after the service of such notice of rejection**:

Debtors
Eddie Bauer LLC c/o Stretto Inc. 410 Exchange, Suite 100, Irvine, CA 92602

[3] The General Order, the Supplemental Commentary, and the User's Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Court.

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United States Trustee
Office of the United States Trustee **United States Trustee, Region 3** One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102 Attention: Fran Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov)
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E. Voting and Tabulation Procedures.

1. Holders of Filed and Scheduled Claims Entitled to Vote.

Only the following Holders of Claims in the Voting Classes shall be entitled to vote with respect to such Claims.

a. Holders of Known Eligible Claims, *provided* that Claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled disputed,

contingent, or unliquidated Claims that have been paid or superseded by a timely Filed Proof of Claim) shall be allowed to vote at $1.00;

b. Unless otherwise provided, Holders of Unknown Eligible Claims who file a valid Proof of Claim prior to the Claims Bar Date, that: (i) has not been expunged, disallowed, disqualified, withdrawn, or superseded prior to the Claims Bar Date; and (ii) is not the subject of a pending objection filed with the Court at least seven (7) days prior to the Voting Deadline, pending a Resolution Event as provided herein; *provided* that a Holder of a Claim that is the subject of (x) a pending objection on a "reduce and allow" basis or (y) a 3018 Motion shall receive a Solicitation Package and be entitled to vote such Claim, as applicable, in the reduced amount contained in such objection or on a provisional basis, absent a further order of the Court;

c. Holders whose Claims arise: (i) pursuant to an agreement or settlement with the Debtors, as reflected in a document filed with the Court; (ii) from an order entered by the Court; or (iii) from a document executed by the Debtors pursuant to authority granted by the Court, in each case regardless of whether a Proof of Claim has been filed or the Claim was scheduled as contingent, unliquidated, or disputed;

d. Holders of any Claim that has been temporarily allowed to vote on the Plan pursuant to Bankruptcy Rule 3018; and

e. any Entity to which an Entity described in subparagraphs (a) through (d) above has transferred its Claim; *provided* that such transfer or assignment has been fully effectuated pursuant to the procedures set forth in Bankruptcy Rule 3001(e) and such transfer is reflected on the Claims Register (i) on the Voting Record Date with respect to Known Eligible Claims or (ii) on the Claims Bar Date with respect to Unknown Eligible Claims.

2. Establishing Claim Amounts for Voting Purposes.

ABL Claims. The Claim amounts of ABL Claims, for voting purposes only, will be established based on the amount of the applicable positions held by such Holders, as of the Voting Record Date, as evidenced by the applicable records provided by the Prepetition ABL Administrative Agent in electronic Microsoft Excel format to the Debtors or the Claims and Noticing Agent no later than two (2) Business Days following the Voting Record Date.

Other Filed and Scheduled Claims (if applicable). The Claim amounts established herein shall control for voting purposes only and shall not constitute the Allowed amount of any Claim. Moreover, any amounts filled in on Ballots by the Debtors through the Claims and Noticing Agent, as applicable, are solely relevant for voting purposes and are not binding for purposes of allowance and distribution.

a. In tabulating votes, the following hierarchy shall be used to determine the amount of the Claim associated with each claimant's vote:

i. the Claim amount (A) settled and/or agreed upon by the Debtors, as reflected in a document filed with the Court, (B) set forth in an order of the Court, (C) set forth in a document executed by the Debtors pursuant to authority granted by the Court, or (D) set forth in emailed instructions from the Debtors' counsel to the Claims and Noticing Agent with the applicable voter copied;

ii. the Claim amount contained in a Proof of Claim that is not subject to an objection and that has been timely filed by the applicable bar date (or deemed timely filed by the Court under applicable law), except for any amounts asserted on account of any interest accrued after the Petition Date; *provided* that any Ballot cast by a holder of a Claim who timely files a Proof of Claim in respect of (A) a contingent Claim or a Claim in a wholly-unliquidated or undetermined or unknown amount (as indicated on the face of the Claim or based on a reasonable review by the Debtors and/or the Claims and Noticing Agent) that is not the subject of an objection will count toward satisfying the numerosity requirement of section 1126(c) of the Bankruptcy Code and will count as a Ballot for a Claim in the amount of $1.00 solely for the purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code, or (B) a partially liquidated and partially unliquidated Claim will be Allowed for voting purposes only in the liquidated amount; *provided*, *further*, that to the extent the Claim amount contained in the Proof of Claim is different from the Claim amount set forth in a document filed with the Court as referenced in subparagraph (i) above, the Claim amount in the document filed with the Court shall supersede the Claim amount set forth on the respective Proof of Claim for voting purposes;

iii. the Claim amount listed in the Schedules (to the extent such Claim is not superseded by a timely filed Proof of Claim); *provided* that such Claim is not scheduled as contingent, disputed, or unliquidated and/or has not been paid; *provided*, *further*, that a Claim listed in the Schedules as contingent, disputed, or unliquidated shall vote at $1.00; *provided*, *further*, that all counterparties to Unexpired Leases, including previously rejected Unexpired Leases, shall vote at $1.00.

b. Proofs of Claim filed for $0.00 or Claims scheduled for $0.00 are not eligible to vote;

c. notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims within the same Voting Class shall be provided with only one Solicitation Package and one Ballot for voting a single Claim in such Class, regardless of whether the Debtors have objected to such duplicate Claims;

d. if a Proof of Claim has been amended by a later Proof of Claim that is filed on or prior to the Claims Bar Date, the later-filed amending Claim shall be entitled to vote in a manner consistent with these Solicitation and Voting Procedures, and the earlier-filed Claim shall be disallowed for voting purposes, regardless of whether the Debtors have objected to such amended Claim. Except as otherwise ordered by the Court, any amendments to Proofs of Claim after the Claims Bar Date shall not be considered for purposes of these Solicitation and Voting Procedures; and

e. in the absence of any of the foregoing, such Claim shall be disallowed for voting purposes.

3. Voting and Ballot Tabulation Procedures.

The following voting procedures and standard assumptions shall be used in tabulating Ballots, subject to the Debtors' right to waive any of the below specified requirements for completion and

submission of Ballots so long as (x) such waiver is noted in the voting report and (y) such requirement is not otherwise required by the Bankruptcy Code, Bankruptcy Rules, or Bankruptcy Local Rules:

a. any Claim filed in an amount denominated by a currency other than U.S. dollars will vote in the amount of $1.00;

b. except as otherwise provided in these Solicitation and Voting Procedures, unless a Ballot is timely submitted and actually received by the Claims and Noticing Agent on or prior to the Voting Deadline (as the same may be extended by the Debtors), the Debtors shall reject such Ballot as invalid and, therefore, shall not count it in connection with confirmation of the Plan;

c. the Claims and Noticing Agent will date-stamp all Ballots when received and shall tabulate Ballots on a Debtor-by-Debtor basis;

d. the Claims and Noticing Agent shall retain copies of Ballots and all solicitation-related correspondence for two (2) years following the closing of the Chapter 11 Cases, following which period the Claims and Noticing Agent is authorized to destroy and/or otherwise dispose of: (i) all copies of Ballots; (ii) printed solicitation materials, including unused copies of the Solicitation Package; and (iii) all solicitation-related correspondence (including undeliverable mail), in each case unless otherwise directed by the Debtors or the Clerk of the Court in writing within such two (2) year period;

e. the Debtors will file the Voting Report by no later than April 15, 2026 at 2:00 p.m., prevailing Eastern Time, subject to any extension as a result of a change in the Combined Hearing Date, and will serve the Voting Report upon all parties entitled to notice thereof. The Voting Report shall, among other things, certify to the Court in writing the amount and number of Allowed Claims of each Class accepting or rejecting the Plan and identify the Holders of Claims that opted out of the releases provided for in Article VIII of the Plan;

f. the Voting Report shall also, among other things, delineate every Ballot that was excluded from the voting results (each an "Irregular Ballot"), which Ballots shall not be counted in determining acceptance or rejection of the Plan, and the Voting Report shall indicate the reason why such Irregular Ballots were rejected. Irregular Ballots shall include any Ballot:

    i. that is illegible or contains insufficient information to permit the identification of the Holder of such Claim;

    ii. cast by any Entity that does not hold a Claim in a Voting Class as of the Voting Record Date (for Known Eligible Claims) or the Claims Bar Date (for Unknown Eligible Claims);

    iii. that is unsigned or that lacks an original signature (for the avoidance of doubt, a Ballot submitted via the Claims and Noticing Agent's online balloting portal shall be deemed to contain an original signature);

    iv. that is not marked to accept or reject the Plan or is marked both to accept and reject the Plan;

v. transmitted by any other means not specifically approved pursuant to the Disclosure Statement Order or contemplated by these Solicitation and Voting Procedures or by separate order of the Court;

vi. sent to any of the Debtors, the Debtors' agents or representatives, or the Debtors' advisors (other than the Claims and Noticing Agent) unless such Ballot is otherwise submitted by proper means; and

vii. submitted by any Entity not entitled to vote pursuant to the procedures described herein;

g. the Debtors, subject to a contrary order of the Court, may waive any defects or irregularities as to any particular Irregular Ballot at any time, either before or after the close of voting, and any such waivers will be documented in the Voting Report or a supplemental voting report, as applicable;

h. neither the Debtors nor any other Entity will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report nor will any of them incur any liability for failure to provide such notification;

i. unless waived or as ordered by the Court, any defects or irregularities in connection with submissions of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted;

j. the method of delivery of Ballots to be sent to the Claims and Noticing Agent is at the election and risk of each Holder, and except as otherwise provided, a Ballot will be deemed delivered only when the Claims and Noticing Agent actually receives the executed Ballot;

k. an executed Ballot is required to be submitted by the Entity or its authorized representative submitting such Ballot;

l. delivery of a Ballot to the Claims and Noticing Agent by email, facsimile, or any electronic means, other than expressly provided in the applicable Ballot or these Solicitation and Voting Procedures, will not be valid;

m. no Ballot should be sent to the Debtors, the Debtors' agents (other than the Claims and Noticing Agent), or the Debtors' financial or legal advisors, and, if so sent, such Ballot will not be counted unless the same is otherwise validly submitted by other means;

n. if multiple Ballots are received from the same Holder with respect to the same Claim prior to the Voting Deadline, the last dated, properly submitted, valid Ballot timely received will be deemed to reflect that voter's intent and will supersede and revoke any prior received Ballot;

o. Holders must vote all of their Claims within a particular Class either to accept or reject the Plan and may not split any votes; accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted, and to the extent there are multiple Claims within the same Class, the applicable Debtor may, in its discretion, aggregate the Claims of any particular Holder within a Class for the purpose of tabulating votes;

p. a person signing a Ballot in their capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity of a Holder of Claims must indicate such capacity when signing and if required or requested by the Claims and Noticing Agent, the Debtors, or the Court, must submit proper evidence of such fiduciary or representative capacity to the requesting party to so act on behalf of such Holder;

q. in the event a designation of lack of good faith is requested by a party in interest under section 1126(e) of the Bankruptcy Code, the Court will determine whether any vote to accept and/or reject the Plan cast with respect to that Claim will be counted for purposes of determining whether the Plan has been accepted or rejected;

r. subject to any order of the Court, the Debtors reserve the right to reject any and all Ballots not in proper form, the acceptance of which, in the opinion of the Debtors, would not be in accordance with the provisions of the Bankruptcy Code or the Bankruptcy Rules; *provided* that any such rejections will be documented in the Voting Report;

s. if a Claim has been estimated or otherwise Allowed only for voting purposes by order of the Court, such Claim shall be temporarily Allowed in the amount so estimated or Allowed by the Court for voting purposes only and not for purposes of allowance or distribution;

t. if an objection to a Claim is filed, such Claim shall be treated in accordance with the procedures set forth herein;

u. after the Voting Deadline, no Ballot may be withdrawn or modified without the prior written consent of the Debtors or further order of the Court;

v. the Debtors are authorized to enter into stipulations with the Holder of any Claim, email agreement between such Holder or its representatives and Debtors' counsel being sufficient, agreeing to the amount of a Claim for voting purposes;

w. where any portion of a single Claim has been transferred to a transferee, all Holders of any portion of such single Claim will be (i) treated as a single creditor for purposes of the numerosity requirements in section 1126(c) of the Bankruptcy Code (and for the other solicitation and voting procedures set forth herein) and (ii) required to vote every portion of such Claim collectively to accept or reject the Plan;

x. in the event that (i) a Ballot, (ii) a group of Ballots within a Voting Class received from a single creditor, or (iii) a group of Ballots received from the various Holders of multiple portions of a single Claim partially reject and partially accept the Plan, such Ballots shall not be counted; and

y. for purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single creditor in a particular Class will be aggregated and treated as if such creditor held one Claim in such Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; *provided*, *however*, that if separate affiliated entities, including any funds or accounts that are advised or managed by the same entity or by affiliated entities, hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such Holders held one

Claim in such Class, and the votes of each affiliated entity or managed fund or account will be counted separately for numerosity purposes as votes to accept or reject the Plan.

F. Non-Substantive Amendments to the Plan and Solicitation and Voting Procedures.

The Debtors reserve the right to make non-substantive changes to the Disclosure Statement, Plan, Combined Hearing Notice, Solicitation Package, Notice of Non-Voting Status, Ballots, Opt-Out Form, Publication Notice, Cover Letter, Solicitation and Voting Procedures, Plan Supplement Notice, Assumption Notice, Rejection Notice, and any related documents without further order of the Court, including changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, the Plan, and any materials in the Solicitation Packages before distribution.

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Exhibit 3A

Form of Ballot

(Class 3 – ABL Claims)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(Jointly Administered)

BALLOT FOR VOTING ON THE JOINT PLAN OF REORGANIZATION OF EDDIE BAUER LLC AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

Class 3 – ABL Claims

BEFORE COMPLETING THIS BALLOT, PLEASE CAREFULLY READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT (THIS "BALLOT") RELATING TO THE *FIRST AMENDED JOINT PLAN OF REORGANIZATION OF EDDIE BAUER LLC AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE* [DOCKET NO. [●]] (AS MODIFIED, AMENDED, OR SUPPLEMENTED FROM TIME TO TIME, THE "PLAN"),[2] A COPY OF WHICH IS INCLUDED WITH THIS BALLOT. THIS BALLOT PERMITS YOU TO VOTE ON THE PLAN. YOUR ELECTION TO OPT OUT OF THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE VIII OF THE PLAN MUST BE MADE ON A SEPARATE OPT-OUT FORM DISTRIBUTED TOGETHER WITH THIS BALLOT.

FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS **ACTUALLY RECEIVED** BY STRETTO INC., THE CLAIMS, NOTICING, AND SOLICITATION AGENT FOR THE DEBTORS IN THE CHAPTER 11 CASES (THE "CLAIMS AND NOTICING AGENT") PRIOR TO **4:00 P.M., PREVAILING EASTERN TIME, ON APRIL 14, 2026** (THE "VOTING DEADLINE"). FOR YOUR OPT-OUT ELECTION TO BE RECORDED, YOUR OPT-OUT FORM MUST BE SUBMITTED SO AS TO BE **ACTUALLY RECEIVED** PRIOR TO **4:00 P.M., PREVAILING EASTERN TIME, ON MAY 7, 2026** (THE "OPT-OUT DEADLINE").

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE SOLICITATION AND VOTING PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT BY (I) CALLING THE CLAIMS AND NOTICING AGENT AT (833) 437-6838 (TOLL-FREE) OR (714) 442-4326 (INTERNATIONAL); (II) CONTACTING THE CLAIMS AND NOTICING AGENT AT EDDIEBAUERINQUIRIES@STRETTO.COM; OR (III) WRITING TO THE CLAIMS AND NOTICING AGENT AT EDDIE BAUER LLC, ET AL., BALLOT PROCESSING C/O STRETTO INC., 410 EXCHANGE, SUITE 100, IRVINE, CA 92602.

IF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY (THE "COURT") CONFIRMS THE PLAN, IT WILL BIND YOU REGARDLESS OF WHETHER YOU HAVE VOTED.

[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 not otherwise defined herein shall have the meanings ascribed to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order (as defined in the Plan), as applicable.

THE RELEASES BY THE RELEASING PARTIES, IF APPROVED BY THE COURT, WOULD PERMANENTLY ENJOIN HOLDERS OF CERTAIN CLAIMS AGAINST NON-DEBTOR THIRD PARTIES FROM ASSERTING SUCH CLAIMS AGAINST SUCH NON-DEBTOR THIRD PARTIES. THE RELEASES BY THE RELEASING PARTIES, IF APPROVED BY THE COURT, WILL BIND AFFECTED HOLDERS OF CLAIMS OR INTERESTS IN THE MANNER DESCRIBED IN **ITEM 4** OF THIS BALLOT. IF YOU DO NOT OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIII OF THE PLAN, THE RELEASES WILL BE BINDING ON YOU. YOUR ELECTION TO OPT OUT OF THE THIRD-PARTY RELEASES CONTAINED IN ARTICLE VIII OF THE PLAN MUST BE MADE ON A SEPARATE OPT-OUT FORM DISTRIBUTED TOGETHER WITH THIS BALLOT.

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), are soliciting votes in accordance with title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), to accept or reject the Plan, attached as Exhibit A to the *Disclosure Statement Relating to the First Amended Joint Plan of Reorganization of Eddie Bauer LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Disclosure Statement"), from Holders of Claims in Class 3 and Class 6 (each a "Voting Class," and collectively, the "Voting Classes") that are listed on the Debtors' Schedules.

You are receiving this Ballot because the Debtors' books and records indicate you are the Holder of a Class 3 ABL Claim as of **March 16, 2026** (the "Voting Record Date"). Accordingly, you have the right to execute this Ballot and to vote to accept or reject the Plan on account of such Claim and to elect to opt out of the Third-Party Release. **For additional discussion of your treatment and rights under the Plan, please read the Disclosure Statement and the Plan. To opt out of the Third-Party Release, please read and complete the Opt-Out Form delivered together herewith.**

Please review the detailed instructions regarding how to complete and submit this Ballot attached hereto as Annex A (the "Ballot Instructions"). Once completed and returned in accordance with the attached Ballot Instructions, your vote on the Plan will be counted as set forth herein. A Voting Class shall be deemed to have accepted the Plan if Holders of at least two-thirds in amount and more than one-half in number of Claims that submit votes in such Voting Class vote to accept the Plan. The Court may confirm the Plan if the Plan otherwise satisfies the requirements of section 1129 of the Bankruptcy Code. If the Plan is confirmed by the Court, the Plan will be binding on all Holders of Claims or Interests, among others, regardless of whether such Holders voted to or were presumed to accept, voted to or were deemed to reject, or abstained from voting on the Plan. Subject to the terms and conditions of the Plan, you will receive the treatment identified in **Item 1** of this Ballot.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Claims and Noticing Agent **immediately** by: (a) calling the Claims and Noticing Agent at (833) 437-6838 (Toll-Free) or (714) 442-4326 (International); (b) contacting the Claims and Noticing Agent at EddieBauerInquiries@stretto.com; or (c) writing to the Claims and Noticing Agent at Eddie Bauer LLC et al., Ballot Processing, c/o Stretto Inc., 410 Exchange, Suite 100, Irvine, CA 92602.

The rights and treatment for each Class are described in the Disclosure Statement, which is included in the solicitation package (the "Solicitation Package") you are receiving with this Ballot. If you received the Solicitation Package via email or in electronic format (*i.e.,* USB flash drive format), you may receive a Solicitation Package in paper format by contacting the Claims and Noticing Agent at the address, telephone number, or email address set forth above and requesting paper copies of the corresponding materials.

You should review the Disclosure Statement, Plan, and voting instructions contained herein before you vote to accept or reject the Plan and before you decide whether to opt out of the Third-Party Release. You may wish to seek legal advice concerning the Wind-Down Transactions contemplated under the Plan.

The Court may confirm the Plan and thereby bind all Holders of Claims and Interests, including you, regardless of whether you vote to accept or reject the Plan and regardless of whether you elect to opt out of the Third-Party Release. To have your vote count as either an acceptance or rejection of the Plan, you must complete and return this Ballot so that it is **actually received** by the Claims and Noticing Agent on or before the Voting Deadline.

YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHICH YOU HAVE A CLASS 3 CLAIM.

THE VOTING DEADLINE IS 4:00 P.M., PREVAILING EASTERN TIME, ON APRIL 14, 2026.

VOTING – COMPLETE THIS SECTION

Item 1. **Recovery**.

Pursuant to Article III of the Plan, each Holder of an Allowed Class 3 Claim shall receive, in full and final satisfaction of such ABL Claim, the recovery as set forth in Article III.B of the Plan:

On the Effective Date, except to the extent that a Holder of an Allowed ABL Claim agrees to less favorable treatment, each Holder of an Allowed ABL Claim shall receive, in full and final satisfaction of such Claim, its *pro rata* share of:

(i) if Class 6 (General Unsecured Claims) votes to reject the Plan, 100% of Net Proceeds;[3] or

(ii) if Class 6 (General Unsecured Claims) votes to accept the Plan, 100% of the Net Proceeds *less* the GUC Contingent Recovery Pool.[4]

Notwithstanding the foregoing, all ABL Claims shall be reserved and preserved as against all Persons or Entities other than the Debtors (and as to the Debtors, all ABL Claims shall be subject to the Plan and Confirmation Order).

For additional discussion of your treatment and rights for your Class 3 Claim under the Plan, please read the Disclosure Statement and the Plan.

Item 2. **Amount of Claim and Vote on Plan.**

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Holder of a Claim in the Voting Class as set forth below. You may vote to accept or reject the Plan. You must check the applicable box below to "accept" or "reject" the Plan to have your vote counted.

Please note that you are voting all of your Claims in Class 3 either to accept or reject the Plan. You may not split your vote. If you do not indicate that you either accept or reject the Plan by checking the applicable box below, your vote will not be counted. If you indicate that you both accept and reject the Plan by checking both boxes below, your vote will not be counted.

For the avoidance of doubt, the amount of your Class 3 Claim for purposes of voting is listed immediately below.

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[3] "Net Proceeds" means all Cash, if any, held by the Debtors or the Wind-Down Debtors, as applicable, on or after the Effective Date in accordance with the Cash Collateral Order, after (a) funding the Professional Fee Escrow Account, (b) funding the Wind-Down Account, and (c) paying or reserving amounts for Allowed Administrative Claims as set forth in Article II.A of the Plan.

[4] "GUC Contingent Recovery Pool" means the greater of (a) $250,000 and (b) 10% of Net Proceeds in excess of the ABL Threshold Recovery Amount.

"ABL Threshold Recovery Amount" means (a) an amount equal to 60% of the cost value of all retail inventory, wholesale inventory, credit card accounts receivable, and wholesale receivables of the Debtors, based on the levels of such assets in the Approved Budget (as defined in the Cash Collateral Order) as of the Petition Date less (b) the aggregate amount of all Weekly Paydowns actually paid as of the Effective Date.

The Holder of the Allowed ABL Claim set forth below votes to (*please check one and **only** one box*):

Debtor(s): _____

Voting Class	Description	Amount	Vote to Accept the Plan	Vote to Reject the Plan
Class 3	Class 3 consists of all Allowed ABL Claims	$_____	☐	☐

Item 3. Third-Party Release Information.

THE PLAN CONTAINS MUTUAL THIRD-PARTY RELEASES. ALL PARTIES THAT GRANT A RELEASE TO THE RELEASING PARTIES ARE ALSO RELEASED PARTIES. IF YOU DO NOT WISH TO GRANT (AND RECEIVE) THIS MUTUAL THIRD-PARTY RELEASE, YOU MUST (I) VOTE TO REJECT THE PLAN OR ABSTAIN FROM VOTING ON THE PLAN AND (II) OPT OUT OF THE THIRD-PARTY RELEASE. IF YOU DO NOT OPT OUT OF THE THIRD-PARTY RELEASE, THE DEBTORS WILL ASK THE COURT TO DEEM YOUR FAILURE TO AFFIRMATIVELY OPT OUT AS CONSENT TO THE THIRD-PARTY RELEASES, INCLUDING THE COURT'S AUTHORITY TO GRANT THE THIRD-PARTY RELEASES.

TO DECLINE TO GRANT THE RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN, YOU MUST COMPLETE, EXECUTE, AND RETURN THE OPT-OUT FORM DELIVERED TOGETHER HERWITH SO AS TO BE ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT BY MAY 7, 2026, AT 4:00 P.M. (PREVAILING EASTERN TIME) (THE "OPT OUT DEADLINE"). IF THE OPT-OUT FORM IS RECEIVED AFTER THE OPT-OUT DEADLINE, IT WILL NOT BE COUNTED, AND YOU WILL BE DEEMED TO HAVE IRREVOCABLY GRANTED THE THIRD-PARTY RELEASE.

YOUR RECOVERY UNDER THE PLAN REMAINS UNAFFECTED REGARDLESS OF WHETHER YOU ELECT TO OPT OUT OF THE THIRD-PARTY RELEASE. IF YOU VOTE TO ACCEPT THE PLAN IN ITEM 2 OF THIS BALLOT, YOU MAY NOT OPT OUT OF THE THIRD-PARTY RELEASE. IF YOU VOTE TO ACCEPT THE PLAN AND YOU CHECK THE BOX TO OPT OUT OF THE THIRD-PARTY RELEASE ON THE OPT-OUT FORM, YOUR VOTE TO ACCEPT THE PLAN WILL CONTROL AND YOU WILL BE DEEMED A "RELEASING PARTY" UNDER THE PLAN. FOR THE AVOIDANCE OF DOUBT, IF YOU VOTE TO ACCEPT THE PLAN IN ITEM 2 OF THIS BALLOT, YOU SHALL BE BOUND BY THE THIRD-PARTY RELEASE SET FORTH IN THE PLAN.

Article VIII.D of the Plan provides for the following third-party release (the "Third-Party Release"):

Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Effective Date, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released by each Releasing Party from any and all Claims and Causes of Action, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Persons that may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Persons, in each case solely to the extent of the Releasing Party's authority to bind any of the foregoing, including pursuant to agreement or applicable non-bankruptcy law, from any and all Claims and Causes of Action whatsoever (including any derivative claims asserted or assertable on behalf of the Debtors, their Estates, or the Wind-Down Debtors (if applicable)), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in Law or equity, whether sounding in tort, contract, or otherwise, whether arising under federal or state statutory or common Law, or any other

applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, or any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively), or on behalf of the Holder of any Claim against, or Interest or Intercompany Interest in, the Debtors (including the Debtors' capital structure, management, ownership, or operations), or their Estates or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the CCAA Recognition Proceedings, the Sale Process, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, any investment in any Debtor by any Released Party, the Restructuring Transactions, the subject matter of, or the transactions or events giving rise to, any Claim, Interest, or Intercompany Interest that is treated under the Plan, the business or contractual arrangements or interactions between or among any Debtor and any Released Party, the ownership and/or operation of the Debtors by any Released Party or the distribution of any Cash or other property of the Debtors to any Released Party, any benefit provided by a Debtor to any Released Party, cash management arrangements, the assertion of or enforcement of rights or remedies against the Debtors, the restructuring of any Claim, Interest, or Intercompany Interest before or during the Chapter 11 Cases, the Debtors' in- or out-of-court restructuring efforts, any avoidance actions, intercompany transactions between or among a Debtor or an Affiliate of a Debtor and another Debtor or Affiliate of a Debtor, the decision to File the Chapter 11 Cases, the decision to file the CCAA Recognition Proceedings, the negotiation, formulation, preparation, dissemination, or consummation of the Restructuring Support Agreement, the Restructuring Transactions, the Credit Agreements, the Disclosure Statement, the Plan Supplement, the Plan and related agreements, instruments, and other documents, any contract, instrument, release, or other agreement or document (including any legal opinion requested by any Person regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the Restructuring Transactions, the solicitation of votes with respect to the Plan, and all other Definitive Documents, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than, in each case, any direct claims that any Releasing Party may have against any non-Debtor Affiliates of the Debtors that, in each case, are wholly unrelated to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or the Restructuring Transactions, (ii) any Retained Causes of Action by the Debtors pursuant to a Schedule of Retained Causes of Action to be attached as an exhibit to the Plan Supplement, and (iii) any Claims, Causes of Action, obligations, rights, or remedies that could be asserted by the Secured Lenders against non-Debtor Loan parties (as defined in the Credit Agreements) arising out of or related to the Credit Agreements and related loan documents, other than to the extent such Claims, Causes of Action, obligations, rights, or remedies arise directly or indirectly as a result of the Claims treated under the Plan and/or any other Claims, Causes of Action, obligations, rights, or remedies arising from any act or omission by the Debtors, the Wind-Down Debtors, the Plan Administrator, or any of their respective Related Parties or Affiliates (other than the non-Debtor Loan Parties).

Entry of the Confirmation Order shall constitute the Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan and, further, shall constitute the Court's finding that the Third Party Release is: (i) consensual; (ii) essential to the Confirmation of the Plan; (iii) given in exchange for good and valuable consideration provided by each of the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (iv) a good faith settlement and compromise of the Claims released by the Third-Party Release; (v) in the best interests of the Debtors and their Estates; (vi) fair, equitable, and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third Party Release.

Definitions related to the Third-Party Release:

Under the Plan, "*Affiliate*" has the meaning set forth in section 101(2) of the Bankruptcy Code as if the reference Entity were a debtor in a case under the Bankruptcy Code. For the avoidance of doubt, with respect to the Debtors, the term "Affiliate" includes, without limitation, Penney Intermediate Holdings LLC, SPARC Group BB Holdings LLC, F21 OpCo, LLC, Lucky OpCo LLC, Aero Operations LLC, SPARC GC Mgmt LLC, SPARC Puerto Rico LLC, AeroLocker Holdings LLC, Nautica OpCo LLC, Nautica Retail USA LLC, and each of their respective direct and indirect subsidiaries.

Under the Plan, "*Related Party*" means, collectively, with respect to any Person or Entity, each of, and in each case in its capacity as such, such Person's or Entity's current and former directors, managers, officers, committee members, members of any Governing Body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

Under the Plan, "*Released Party*" means, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Wind-Down Debtor and the Plan Administrator; (c) the Agents; (d) each Consenting Lender; (e) each Releasing Party; (f) the Information Officer; (g) the Purchaser, if any; (h) each current and former Affiliate of each Entity in clause (a) through the following clause (i); and (i) each Related Party of each Entity in clause (a) through this clause (i); *provided, however*, that, in each case, an Entity shall not be a Released Party if it: (i) elects to opt out of the releases contained in the Plan; or (ii) timely objects to the releases contained in the Plan, and such objection is not withdrawn or otherwise resolved before the Confirmation Order is entered.

Under the Plan, "*Releasing Party*" means, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Wind-Down Debtor and the Plan Administrator; (c) the Agents; (d) each Consenting Lender; (e) all Holders of Claims that vote to accept the Plan; (f) all Holders of Claims who are deemed to accept the Plan but who do not affirmatively opt out of the releases provided for in the Plan by checking the box on the applicable notice of non-voting status indicating that they opt not to grant the releases provided for in the Plan; (g) all Holders of Claims who abstain from voting on the Plan, other than those who were not sent a ballot or an opt out form in accordance with the Disclosure Statement Order, and who do not affirmatively opt out of the releases provided for in the Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided for in the Plan; (h) all Holders of Claims or Interests who vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided for in the Plan by checking the box on the applicable ballot or notice of non-voting status indicating that they opt not to grant the releases provided for in the Plan; (i) each current and former Affiliate of each Entity in clause (a) through the following clause (j); and (j) to the maximum extent permitted by law, each Related Party of each Entity in clause (a) through this clause (j); *provided* that, in each case, an Entity in clause (f) through clause (j) shall not be a Releasing Party if it: (i) elects to opt out of the releases contained in the Plan; or (ii) timely objects to the releases contained in the Plan and such objection is not withdrawn or otherwise resolved before the Confirmation Order is entered.

Item 4. Certification, Ballot Completion, and Delivery Instructions.

By signing this Ballot, the undersigned certifies to the Court and the Debtors that:

(a) as of the Voting Record Date, either: (i) the undersigned is the Holder of the Claim in the Voting Class as set forth in **Item 2**; or (ii) the undersigned is an authorized signatory for an Entity that is the Holder of the Claims in the Voting Class as set forth in **Item 2**;

(b) the undersigned (or in the case of an authorized signatory, the Holder) has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the

terms and conditions set forth therein;

(c) if the undersigned (or in the case of an authorized signatory, the Holder) votes to accept the Plan, it will be deemed to have consented to the Third-Party Release;

(d) the undersigned (or in the case of an authorized signatory, the Holder) has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;

(e) the undersigned (or in the case of an authorized signatory, the Holder) has cast the same vote with respect to all Claims in the Voting Class identified in **Item 2**;

(f) the undersigned (or in the case of an authorized signatory, the Holder), understands and acknowledges that if multiple Ballots are submitted with respect to the Claim set forth in **Item 2**, only the last properly completed Ballot voting the Claim and received by the Claims and Noticing Agent before the Voting Deadline shall be deemed to reflect the voter's intent and will supersede and revoke any prior Ballots received by the Claims and Noticing Agent;

(g) the undersigned (or in the case of an authorized signatory, the Holder) understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned (or in the case of an authorized signatory, the Holder) hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the undersigned (or in the case of an authorized signatory, the Holder) and shall not be affected by, and shall survive, the death or incapacity of the undersigned (or in the case of an authorized signatory, the Holder); and

(h) no other Ballots with respect to the Claims in the Voting Class identified in **Item 2** have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier Ballots voting those Claims are hereby revoked.

No fees, commissions, or other remuneration will be payable to any broker, dealer, or other person for soliciting votes on the Plan. This Ballot shall not constitute or be deemed a proof of claim or equity interest or an assertion of a claim or equity interest.

BALLOT COMPLETION INFORMATION — COMPLETE THIS SECTION

Name of Holder: _____

Signature: _____

Signatory Name (if other than the Holder): _____

Title: _____

Address: _____

Email Address: _____

Date Completed: _____

PLEASE SUBMIT A BALLOT BY *ONE* OF THE FOLLOWING METHODS SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING EASTERN TIME) ON APRIL 14, 2026.

To submit a paper Ballot, you may submit your Ballot (with an original signature):

by First-Class Mail:	**by Overnight Courier, or Hand Delivery:**
Eddie Bauer LLC et al., Ballot Processing c/o Stretto Inc. 410 Exchange, Suite 100 Irvine, CA 92602	Eddie Bauer LLC, et al., Ballot Processing c/o Stretto Inc. 410 Exchange, Suite 100 Irvine, CA 92602

To submit your Ballot via electronic, online submission:

To submit your Ballot via the Claims and Noticing Agent's online portal, visit https://cases.stretto.com/EddieBauer, click on the "E-Ballot" section of the website (the "E-Ballot Portal"), and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique Password: _____

The E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Holders who cast a Ballot using the E-Ballot Portal should NOT also submit a paper Ballot.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CALL THE CLAIMS AND NOTICING AGENT AT (833) 437-6838 (TOLL-FREE) OR (714) 442-4326 (INTERNATIONAL) OR EMAIL EDDIEBAUERINQUIRIES@STRETTO.COM AND REFERENCE "EDDIE BAUER ABL BALLOT" IN THE SUBJECT LINE.

ANNEX A

INSTRUCTIONS FOR COMPLETING THIS BALLOT (THESE "BALLOT INSTRUCTIONS")

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan accompanying this Ballot. Capitalized terms used in the Ballot or in these Ballot Instructions but not otherwise defined therein or herein shall have the meanings set ascribed to them in the Plan, a copy of which also accompanies the Ballot.

   PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.

   PLEASE ALLOW SUFFICIENT TIME TO CAREFULLY READ AND COMPLETE THIS BALLOT.

2. The Plan can be confirmed by the Court and thereby made binding upon Holders of Claims and Interests if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of Impaired creditors that vote on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

3. This Ballot contains voting options with respect to the Plan.

4. To ensure your vote is counted, this Ballot must be properly completed, executed, and delivered to the Claims and Noticing Agent via (a) first-class mail at Eddie Bauer LLC, et al., Ballot Processing, c/o Stretto Inc., 410 Exchange, Suite 100, Irvine, CA 92602; (b) overnight courier, or hand delivery, at Eddie Bauer LLC, et al., Ballot Processing, c/o Stretto Inc., 410 Exchange, Suite 100, Irvine, CA 92602; or (c) via the Claims and Noticing Agent's E-Ballot Portal at EddieBauerInquiries@stretto.com, so that the Ballot is actually received by the Claims and Noticing Agent on or before the Voting Deadline, 4:00 p.m. (prevailing Eastern Time) on April 14, 2026. The Debtors may extend the Voting Deadline without further order of the Court by filing a notice on the Court's docket.

5. The Claims and Noticing Agent's online voting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted to the Claims and Noticing Agent by any means other than expressly provided for in the Solicitation and Voting Procedures, a copy of which also accompanies this Ballot, ***may not be valid and may not be counted***.

6. If (a) you received service in electronic format (*i.e.,* USB flash drive format), and (b) you desire paper copies of the materials contained in the Solicitation Package, you may obtain them by contacting the Claims and Noticing Agent at the address, telephone number, or email address set forth above.

7. Any Ballot submitted that is incomplete or illegible, indicates unclear or inconsistent votes with respect to the Plan, or is improperly signed and returned will NOT be counted unless the Debtors, in consultation with the Committee, determine otherwise.

8. To vote, you MUST deliver your completed Ballot so that it is **ACTUALLY RECEIVED** by the Claims and Noticing Agent on or before the Voting Deadline by one of the methods described above. The Voting Deadline is **April 14, 2026 at 4:00 p.m. (prevailing Eastern Time)**.

9. To opt out of the Third-Party Release in the Plan, you MUST either (a) timely object to the Third-Party Release contained in Article VIII.D of the Plan, or (b) submit your completed Opt-Out Form so that it is **ACTUALLY RECEIVED** by the Claims and Noticing Agent on or before the **May 7, 2026 at 4:00 p.m. (prevailing Eastern Time)**.

10. Any Ballot received by the Claims and Noticing Agent after the Voting Deadline will not be counted with respect to acceptance or rejection of the Plan, as applicable, unless the Debtors determine otherwise. Except as provided in the Solicitation and Voting Procedures, no Ballot may be withdrawn or modified after the Voting Deadline without the Debtors' prior consent.

11. Delivery of a Ballot reflecting your vote to the Claims and Noticing Agent will be deemed to have occurred only when the Claims and Noticing Agent actually receives the Ballot. In all cases, you should allow sufficient time to assure timely submission.

12. If you submit multiple Ballots to the Claims and Noticing Agent, ***only the last properly submitted Ballot*** timely received will be deemed to reflect your intent and will supersede and revoke any prior received Ballot(s).

13. You must vote your entire Claim in each Voting Class either to accept or reject the Plan and may not split your vote. Furthermore, if a Holder has multiple Claims within a Voting Class, the Debtors may direct the Claims and Noticing Agent to aggregate the Claims of any particular Holder within that Class for the purpose of counting votes.

14. This Ballot does not constitute, and shall not be deemed to be, a Proof of Claim or Interest or an assertion or admission of a Claim or an Interest in the Debtors' Chapter 11 Cases.

15. You should not rely on any information, representations, or inducements made to obtain an acceptance of the Plan that are other than as set forth, or are inconsistent with, the information contained in the Disclosure Statement, the documents attached to or incorporated into the Disclosure Statement, and the Plan.

16. SIGN AND DATE your Ballot.[1] In addition, please provide your name and mailing address if it is different from that set forth on the Ballot or if no address is preprinted on the Ballot. Any unsigned Ballot will not be valid; however, for the avoidance of doubt, the scanned signature or e-signature included on an E-Ballot will be deemed immediately legally valid and effective.

17. If you have claims in the other Voting Class, you may receive more than one Ballot coded for each such account for which your Claims are held. Each Ballot votes only your Claims indicated on that Ballot. Accordingly, you must ***complete and return each Ballot you receive***.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CALL THE CLAIMS AND NOTICING AGENT AT (833) 437-6838 (TOLL-FREE) OR (714) 442-4326 (INTERNATIONAL) OR EMAIL EDDIEBAUERINQUIRIES@STRETTO.COM AND REFERENCE "EDDIE BAUER ABL BALLOT" IN THE SUBJECT LINE.

PLEASE RETURN YOUR BALLOT PROMPTLY

THE VOTING DEADLINE IS APRIL 14, 2026, AT 4:00 P.M., PREVAILING EASTERN TIME.

THE CLAIMS AND NOTICING AGENT MUST ACTUALLY RECEIVE THE BALLOT ON OR BEFORE THE VOTING DEADLINE.

[1] If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors, the Debtors' counsel, or the Court, must submit proper evidence to the requesting party of authority to so act on behalf of such Holder.

Exhibit 3B

Form of Ballot

(Class 6 – General Unsecured Claims)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(Jointly Administered)

BALLOT FOR VOTING ON THE JOINT PLAN OF REORGANIZATION OF EDDIE BAUER LLC AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

Class 6 – General Unsecured Claims

BEFORE COMPLETING THIS BALLOT, PLEASE CAREFULLY READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT (THIS "BALLOT") RELATING TO THE *FIRST AMENDED JOINT PLAN OF REORGANIZATION OF EDDIE BAUER LLC AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE* [DOCKET NO. [●]] (AS MODIFIED, AMENDED, OR SUPPLEMENTED FROM TIME TO TIME, THE "PLAN"),[2] A COPY OF WHICH IS INCLUDED WITH THIS BALLOT. THIS BALLOT PERMITS YOU TO VOTE ON THE PLAN. YOUR ELECTION TO OPT OUT OF THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE VIII OF THE PLAN MUST BE MADE ON A SEPARATE OPT-OUT FORM DISTRIBUTED TOGETHER WITH THIS BALLOT.

FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS **ACTUALLY RECEIVED** BY STRETTO INC., THE CLAIMS, NOTICING, AND SOLICITATION AGENT FOR THE DEBTORS IN THE CHAPTER 11 CASES (THE "CLAIMS AND NOTICING AGENT") PRIOR TO **4:00 P.M., PREVAILING EASTERN TIME, ON APRIL 14, 2026** (THE "VOTING DEADLINE"). FOR YOUR OPT-OUT ELECTION TO BE RECORDED, YOUR OPT-OUT FORM MUST BE SUBMITTED SO AS TO BE **ACTUALLY RECEIVED** PRIOR TO **4:00 P.M., PREVAILING EASTERN TIME, ON MAY 7, 2026** (THE "OPT-OUT DEADLINE").

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE SOLICITATION AND VOTING PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT BY (I) CALLING THE CLAIMS AND NOTICING AGENT AT (833) 437-6838 (TOLL-FREE) OR (714) 442-4326 (INTERNATIONAL); (II) CONTACTING THE CLAIMS AND NOTICING AGENT AT EDDIEBAUERINQUIRIES@STRETTO.COM; OR (III) WRITING TO THE CLAIMS AND NOTICING AGENT AT EDDIE BAUER LLC, ET AL., BALLOT PROCESSING C/O STRETTO INC., 410 EXCHANGE, SUITE 100, IRVINE, CA 92602.

IF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY (THE "COURT") CONFIRMS THE PLAN, IT WILL BIND YOU REGARDLESS OF WHETHER YOU HAVE VOTED.

[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 not otherwise defined herein shall have the meanings ascribed to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order (as defined in the Plan), as applicable.

THE RELEASES BY THE RELEASING PARTIES, IF APPROVED BY THE COURT, WOULD PERMANENTLY ENJOIN HOLDERS OF CERTAIN CLAIMS AGAINST NON-DEBTOR THIRD PARTIES FROM ASSERTING SUCH CLAIMS AGAINST SUCH NON-DEBTOR THIRD PARTIES. THE RELEASES BY THE RELEASING PARTIES, IF APPROVED BY THE COURT, WILL BIND AFFECTED HOLDERS OF CLAIMS OR INTERESTS IN THE MANNER DESCRIBED IN **ITEM 4** OF THIS BALLOT. IF YOU DO NOT OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIII OF THE PLAN, THE RELEASES WILL BE BINDING ON YOU. YOUR ELECTION TO OPT OUT OF THE THIRD-PARTY RELEASES CONTAINED IN ARTICLE VIII OF THE PLAN MUST BE MADE ON A SEPARATE OPT-OUT FORM DISTRIBUTED TOGETHER WITH THIS BALLOT.

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), are soliciting votes in accordance with title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), to accept or reject the Plan, attached as Exhibit A to the *Disclosure Statement Relating to the First Amended Joint Plan of Reorganization of Eddie Bauer LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Disclosure Statement"), from Holders of Claims in Class 3 and Class 6 (each a "Voting Class," and collectively, the "Voting Classes") that are listed on the Debtors' Schedules.

You are receiving this Ballot because the Debtors' books and records indicate you are the Holder of a Class 6 General Unsecured Claim as of **March 16, 2026** (the "Voting Record Date"). Accordingly, you have the right to execute this Ballot and to vote to accept or reject the Plan on account of such Claim and to elect to opt out of the Third-Party Release. **For additional discussion of your treatment and rights under the Plan, please read the Disclosure Statement and the Plan. To opt out of the Third-Party Release, please read and complete the Opt-Out Form delivered together herewith.**

Please review the detailed instructions regarding how to complete and submit this Ballot attached hereto as Annex A (the "Ballot Instructions"). Once completed and returned in accordance with the attached Ballot Instructions, your vote on the Plan will be counted as set forth herein. A Voting Class shall be deemed to have accepted the Plan if Holders of at least two-thirds in amount and more than one-half in number of Claims that submit votes in such Voting Class vote to accept the Plan. The Court may confirm the Plan if the Plan otherwise satisfies the requirements of section 1129 of the Bankruptcy Code. If the Plan is confirmed by the Court, the Plan will be binding on all Holders of Claims or Interests, among others, regardless of whether such Holders voted to or were presumed to accept, voted to or were deemed to reject, or abstained from voting on the Plan. Subject to the terms and conditions of the Plan, you will receive the treatment identified in **Item 1** of this Ballot.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Claims and Noticing Agent **immediately** by: (a) calling the Claims and Noticing Agent at (833) 437-6838 (Toll-Free) or (714) 442-4326 (International); (b) contacting the Claims and Noticing Agent at EddieBauerInquiries@stretto.com; or (c) writing to the Claims and Noticing Agent at Eddie Bauer LLC et al., Ballot Processing, c/o Stretto Inc., 410 Exchange, Suite 100, Irvine, CA 92602.

The rights and treatment for each Class are described in the Disclosure Statement, which is included in the solicitation package (the "Solicitation Package") you are receiving with this Ballot. If you received the Solicitation Package via email or in electronic format (*i.e.,* USB flash drive format), you may receive a Solicitation Package in paper format by contacting the Claims and Noticing Agent at the address, telephone number, or email address set forth above and requesting paper copies of the corresponding materials.

You should review the Disclosure Statement, Plan, and voting instructions contained herein before you vote to accept or reject the Plan and before you decide whether to opt out of the Third-Party Release. You may wish to seek legal advice concerning the Wind-Down Transactions contemplated under the Plan.

The Court may confirm the Plan and thereby bind all Holders of Claims and Interests, including you, regardless of whether you vote to accept or reject the Plan and regardless of whether you elect to opt out of the Third-Party Release. To have your vote count as either an acceptance or rejection of the Plan, you must complete and return this Ballot so that it is **actually received** by the Claims and Noticing Agent on or before the Voting Deadline.

YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHICH YOU HAVE A CLASS 6 CLAIM.

THE VOTING DEADLINE IS 4:00 P.M., PREVAILING EASTERN TIME, ON APRIL 14, 2026.

VOTING – COMPLETE THIS SECTION

Item 1. **Recovery**.

Pursuant to Article III of the Plan, each Holder of an Allowed Class 6 Claim shall receive, in full and final satisfaction of such General Unsecured Claim, the recovery as set forth in Article III.B of the Plan:

On the Effective Date, except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, each Holder of an Allowed General Unsecured Claim shall receive:

(i) if Class 6 (General Unsecured Claims) votes to accept the Plan, its pro *rata* share of the GUC Contingent Recovery Pool;[3] or

(ii) if Class 6 (General Unsecured Claims) votes to reject the Plan, all Allowed General Unsecured Claims shall be canceled, released, and extinguished and will be of no further force or effect, and Holders of Allowed General Unsecured Claims shall not receive any distribution, property, or other value under the Plan on account of such Allowed General Unsecured Claims.

For additional discussion of your treatment and rights for your Class 6 Claim under the Plan, please read the Disclosure Statement and the Plan.

Item 2. **Amount of Claim and Vote on Plan.**

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Holder of a Claim in the Voting Class as set forth below. You may vote to accept or reject the Plan. You must check the applicable box below to "accept" or "reject" the Plan to have your vote counted.

Please note that you are voting all of your Claims in Class 6 either to accept or reject the Plan. You may not split your vote. If you do not indicate that you either accept or reject the Plan by checking the applicable box below, your vote will not be counted. If you indicate that you both accept and reject the Plan by checking both boxes below, your vote will not be counted.

For the avoidance of doubt, the amount of your Class 6 Claim for purposes of voting is listed immediately below.

[3] "GUC Contingent Recovery Pool" means the greater of (a) $250,000 and (b) 10% of Net Proceeds in excess of the ABL Threshold Recovery Amount.

"Net Proceeds" means all Cash, if any, held by the Debtors or the Wind-Down Debtors, as applicable, on or after the Effective Date in accordance with the Cash Collateral Order, after (a) funding the Professional Fee Escrow Account, (b) funding the Wind-Down Account, and (c) paying or reserving amounts for Allowed Administrative Claims as set forth in Article II.A of the Plan.

"ABL Threshold Recovery Amount" means (a) an amount equal to 60% of the cost value of all retail inventory, wholesale inventory, credit card accounts receivable, and wholesale receivables of the Debtors, based on the levels of such assets in the Approved Budget (as defined in the Cash Collateral Order) as of the Petition Date less (b) the aggregate amount of all Weekly Paydowns actually paid as of the Effective Date.

The Holder of the Allowed General Unsecured Claim set forth below votes to (*please check one and **only** one box*):

Debtor(s): _____

Voting Class	Description	Amount	Vote to Accept the Plan	Vote to Reject the Plan
Class 6	Class 6 consists of all Allowed General Unsecured Claims	$_____	☐	☐

Item 3. Third-Party Release Information.

THE PLAN CONTAINS MUTUAL THIRD-PARTY RELEASES. ALL PARTIES THAT GRANT A RELEASE TO THE RELEASING PARTIES ARE ALSO RELEASED PARTIES. IF YOU DO NOT WISH TO GRANT (AND RECEIVE) THIS MUTUAL THIRD-PARTY RELEASE, YOU MUST (I) VOTE TO REJECT THE PLAN OR ABSTAIN FROM VOTING ON THE PLAN AND (II) OPT OUT OF THE THIRD-PARTY RELEASE. IF YOU DO NOT OPT OUT OF THE THIRD-PARTY RELEASE, THE DEBTORS WILL ASK THE COURT TO DEEM YOUR FAILURE TO AFFIRMATIVELY OPT OUT AS CONSENT TO THE THIRD-PARTY RELEASES, INCLUDING THE COURT'S AUTHORITY TO GRANT THE THIRD-PARTY RELEASES.

TO DECLINE TO GRANT THE RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN, YOU MUST COMPLETE, EXECUTE, AND RETURN THE OPT-OUT FORM DELIVERED TOGETHER HERWITH SO AS TO BE ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT BY MAY 7, 2026, AT 4:00 P.M. (PREVAILING EASTERN TIME) (THE "OPT OUT DEADLINE"). IF THE OPT-OUT FORM IS RECEIVED AFTER THE OPT-OUT DEADLINE, IT WILL NOT BE COUNTED, AND YOU WILL BE DEEMED TO HAVE IRREVOCABLY GRANTED THE THIRD-PARTY RELEASE.

YOUR RECOVERY UNDER THE PLAN REMAINS UNAFFECTED REGARDLESS OF WHETHER YOU ELECT TO OPT OUT OF THE THIRD-PARTY RELEASE. IF YOU VOTE TO ACCEPT THE PLAN IN ITEM 2 OF THIS BALLOT, YOU MAY NOT OPT OUT OF THE THIRD-PARTY RELEASE. IF YOU VOTE TO ACCEPT THE PLAN AND YOU CHECK THE BOX TO OPT OUT OF THE THIRD-PARTY RELEASE ON THE OPT-OUT FORM, YOUR VOTE TO ACCEPT THE PLAN WILL CONTROL AND YOU WILL BE DEEMED A "RELEASING PARTY" UNDER THE PLAN. FOR THE AVOIDANCE OF DOUBT, IF YOU VOTE TO ACCEPT THE PLAN IN ITEM 2 OF THIS BALLOT, YOU SHALL BE BOUND BY THE THIRD-PARTY RELEASE SET FORTH IN THE PLAN.

Article VIII.D of the Plan provides for the following third-party release (the "Third-Party Release"):

Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Effective Date, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released by each Releasing Party from any and all Claims and Causes of Action, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Persons that may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Persons, in each case solely to the extent of the Releasing Party's authority to bind any of the foregoing, including pursuant to agreement or applicable non-bankruptcy law, from any and all Claims and Causes of Action whatsoever (including any derivative claims asserted or assertable on behalf of the Debtors, their Estates, or the Wind-Down Debtors (if applicable)), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in Law or equity, whether sounding in tort, contract, or otherwise, whether arising under federal or state statutory or common Law, or any other

applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, or any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively), or on behalf of the Holder of any Claim against, or Interest or Intercompany Interest in, the Debtors (including the Debtors' capital structure, management, ownership, or operations), or their Estates or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the CCAA Recognition Proceedings, the Sale Process, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, any investment in any Debtor by any Released Party, the Restructuring Transactions, the subject matter of, or the transactions or events giving rise to, any Claim, Interest, or Intercompany Interest that is treated under the Plan, the business or contractual arrangements or interactions between or among any Debtor and any Released Party, the ownership and/or operation of the Debtors by any Released Party or the distribution of any Cash or other property of the Debtors to any Released Party, any benefit provided by a Debtor to any Released Party, cash management arrangements, the assertion of or enforcement of rights or remedies against the Debtors, the restructuring of any Claim, Interest, or Intercompany Interest before or during the Chapter 11 Cases, the Debtors' in- or out-of-court restructuring efforts, any avoidance actions, intercompany transactions between or among a Debtor or an Affiliate of a Debtor and another Debtor or Affiliate of a Debtor, the decision to File the Chapter 11 Cases, the decision to file the CCAA Recognition Proceedings, the negotiation, formulation, preparation, dissemination, or consummation of the Restructuring Support Agreement, the Restructuring Transactions, the Credit Agreements, the Disclosure Statement, the Plan Supplement, the Plan and related agreements, instruments, and other documents, any contract, instrument, release, or other agreement or document (including any legal opinion requested by any Person regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the Restructuring Transactions, the solicitation of votes with respect to the Plan, and all other Definitive Documents, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than, in each case, any direct claims that any Releasing Party may have against any non-Debtor Affiliates of the Debtors that, in each case, are wholly unrelated to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or the Restructuring Transactions, (ii) any Retained Causes of Action by the Debtors pursuant to a Schedule of Retained Causes of Action to be attached as an exhibit to the Plan Supplement, and (iii) any Claims, Causes of Action, obligations, rights, or remedies that could be asserted by the Secured Lenders against non-Debtor Loan parties (as defined in the Credit Agreements) arising out of or related to the Credit Agreements and related loan documents, other than to the extent such Claims, Causes of Action, obligations, rights, or remedies arise directly or indirectly as a result of the Claims treated under the Plan and/or any other Claims, Causes of Action, obligations, rights, or remedies arising from any act or omission by the Debtors, the Wind-Down Debtors, the Plan Administrator, or any of their respective Related Parties or Affiliates (other than the non-Debtor Loan Parties).

Entry of the Confirmation Order shall constitute the Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan and, further, shall constitute the Court's finding that the Third Party Release is: (i) consensual; (ii) essential to the Confirmation of the Plan; (iii) given in exchange for good and valuable consideration provided by each of the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (iv) a good faith settlement and compromise of the Claims released by the Third-Party Release; (v) in the best interests of the Debtors and their Estates; (vi) fair, equitable, and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third Party Release.

Definitions related to the Third-Party Release:

Under the Plan, "*Affiliate*" has the meaning set forth in section 101(2) of the Bankruptcy Code as if the reference Entity were a debtor in a case under the Bankruptcy Code. For the avoidance of doubt, with respect to the Debtors, the term "Affiliate" includes, without limitation, Penney Intermediate Holdings LLC, SPARC Group BB Holdings LLC, F21 OpCo, LLC, Lucky OpCo LLC, Aero Operations LLC, SPARC GC Mgmt LLC, SPARC Puerto Rico LLC, AeroLocker Holdings LLC, Nautica OpCo LLC, Nautica Retail USA LLC, and each of their respective direct and indirect subsidiaries.

Under the Plan, "*Related Party*" means, collectively, with respect to any Person or Entity, each of, and in each case in its capacity as such, such Person's or Entity's current and former directors, managers, officers, committee members, members of any Governing Body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

Under the Plan, "*Released Party*" means, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Wind-Down Debtor and the Plan Administrator; (c) the Agents; (d) each Consenting Lender; (e) each Releasing Party; (f) the Information Officer; (g) the Purchaser, if any; (h) each current and former Affiliate of each Entity in clause (a) through the following clause (i); and (i) each Related Party of each Entity in clause (a) through this clause (i); *provided, however*, that, in each case, an Entity shall not be a Released Party if it: (i) elects to opt out of the releases contained in the Plan; or (ii) timely objects to the releases contained in the Plan, and such objection is not withdrawn or otherwise resolved before the Confirmation Order is entered.

Under the Plan, "*Releasing Party*" means, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Wind-Down Debtor and the Plan Administrator; (c) the Agents; (d) each Consenting Lender; (e) all Holders of Claims that vote to accept the Plan; (f) all Holders of Claims who are deemed to accept the Plan but who do not affirmatively opt out of the releases provided for in the Plan by checking the box on the applicable notice of non-voting status indicating that they opt not to grant the releases provided for in the Plan; (g) all Holders of Claims who abstain from voting on the Plan, other than those who were not sent a ballot or an opt out form in accordance with the Disclosure Statement Order, and who do not affirmatively opt out of the releases provided for in the Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided for in the Plan; (h) all Holders of Claims or Interests who vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided for in the Plan by checking the box on the applicable ballot or notice of non-voting status indicating that they opt not to grant the releases provided for in the Plan; (i) each current and former Affiliate of each Entity in clause (a) through the following clause (j); and (j) to the maximum extent permitted by law, each Related Party of each Entity in clause (a) through this clause (j); *provided* that, in each case, an Entity in clause (f) through clause (j) shall not be a Releasing Party if it: (i) elects to opt out of the releases contained in the Plan; or (ii) timely objects to the releases contained in the Plan and such objection is not withdrawn or otherwise resolved before the Confirmation Order is entered.

Item 4. Certification, Ballot Completion, and Delivery Instructions.

By signing this Ballot, the undersigned certifies to the Court and the Debtors that:

(a) as of the Voting Record Date, either: (i) the undersigned is the Holder of the Claim in the Voting Class as set forth in **Item 2**; or (ii) the undersigned is an authorized signatory for an Entity that is the Holder of the Claims in the Voting Class as set forth in **Item 2**;

(b) the undersigned (or in the case of an authorized signatory, the Holder) has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the

terms and conditions set forth therein;

(c) if the undersigned (or in the case of an authorized signatory, the Holder) votes to accept the Plan, it will be deemed to have consented to the Third-Party Release;

(d) the undersigned (or in the case of an authorized signatory, the Holder) has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;

(e) the undersigned (or in the case of an authorized signatory, the Holder) has cast the same vote with respect to all Claims in the Voting Class identified in **Item 2**;

(f) the undersigned (or in the case of an authorized signatory, the Holder), understands and acknowledges that if multiple Ballots are submitted with respect to the Claim set forth in **Item 2**, only the last properly completed Ballot voting the Claim and received by the Claims and Noticing Agent before the Voting Deadline shall be deemed to reflect the voter's intent and will supersede and revoke any prior Ballots received by the Claims and Noticing Agent;

(g) the undersigned (or in the case of an authorized signatory, the Holder) understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned (or in the case of an authorized signatory, the Holder) hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the undersigned (or in the case of an authorized signatory, the Holder) and shall not be affected by, and shall survive, the death or incapacity of the undersigned (or in the case of an authorized signatory, the Holder); and

(h) no other Ballots with respect to the Claims in the Voting Class identified in **Item 2** have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier Ballots voting those Claims are hereby revoked.

No fees, commissions, or other remuneration will be payable to any broker, dealer, or other person for soliciting votes on the Plan. This Ballot shall not constitute or be deemed a proof of claim or equity interest or an assertion of a claim or equity interest.

BALLOT COMPLETION INFORMATION — COMPLETE THIS SECTION

Name of Holder: _____

Signature: _____

Signatory Name (if other than the Holder): _____

Title: _____

Address: _____

Email Address: _____

Date Completed: _____

PLEASE SUBMIT A BALLOT BY *ONE* OF THE FOLLOWING METHODS SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING EASTERN TIME) ON APRIL 14, 2026.

To submit a paper Ballot, you may submit your Ballot (with an original signature):

by First-Class Mail:	**by Overnight Courier, or Hand Delivery:**
Eddie Bauer LLC et al., Ballot Processing c/o Stretto Inc. 410 Exchange, Suite 100 Irvine, CA 92602	Eddie Bauer LLC, et al., Ballot Processing c/o Stretto Inc. 410 Exchange, Suite 100 Irvine, CA 92602

To submit your Ballot via electronic, online submission:

To submit your Ballot via the Claims and Noticing Agent's online portal, visit https://cases.stretto.com/EddieBauer, click on the "E-Ballot" section of the website (the "E-Ballot Portal"), and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique Password: _____

The E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Holders who cast a Ballot using the E-Ballot Portal should NOT also submit a paper Ballot.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CALL THE CLAIMS AND NOTICING AGENT AT (833) 437-6838 (TOLL-FREE) OR (714) 442-4326 (INTERNATIONAL) OR EMAIL EDDIEBAUERINQUIRIES@STRETTO.COM AND REFERENCE "EDDIE BAUER GENERAL UNSECURED BALLOT" IN THE SUBJECT LINE.

ANNEX A

INSTRUCTIONS FOR COMPLETING THIS BALLOT (THESE "BALLOT INSTRUCTIONS")

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan accompanying this Ballot. Capitalized terms used in the Ballot or in these Ballot Instructions but not otherwise defined therein or herein shall have the meanings set ascribed to them in the Plan, a copy of which also accompanies the Ballot.

   PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.

   PLEASE ALLOW SUFFICIENT TIME TO CAREFULLY READ AND COMPLETE THIS BALLOT.

2. The Plan can be confirmed by the Court and thereby made binding upon Holders of Claims and Interests if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of Impaired creditors that vote on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

3. This Ballot contains voting options with respect to the Plan.

4. To ensure your vote is counted, this Ballot must be properly completed, executed, and delivered to the Claims and Noticing Agent via (a) first-class mail at Eddie Bauer LLC, et al., Ballot Processing, c/o Stretto Inc., 410 Exchange, Suite 100, Irvine, CA 92602; (b) overnight courier, or hand delivery, at Eddie Bauer LLC, et al., Ballot Processing, c/o Stretto Inc., 410 Exchange, Suite 100, Irvine, CA 92602; or (c) via the Claims and Noticing Agent's E-Ballot Portal at EddieBauerInquiries@stretto.com, so that the Ballot is actually received by the Claims and Noticing Agent on or before the Voting Deadline, 4:00 p.m. (prevailing Eastern Time) on April 14, 2026. The Debtors may extend the Voting Deadline without further order of the Court by filing a notice on the Court's docket.

5. The Claims and Noticing Agent's online voting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted to the Claims and Noticing Agent by any means other than expressly provided for in the Solicitation and Voting Procedures, a copy of which also accompanies this Ballot, ***may not be valid and may not be counted***.

6. If (a) you received service in electronic format (*i.e.,* USB flash drive format), and (b) you desire paper copies of the materials contained in the Solicitation Package, you may obtain them by contacting the Claims and Noticing Agent at the address, telephone number, or email address set forth above.

7. Any Ballot submitted that is incomplete or illegible, indicates unclear or inconsistent votes with respect to the Plan, or is improperly signed and returned will NOT be counted unless the Debtors, in consultation with the Committee, determine otherwise.

8. To vote, you MUST deliver your completed Ballot so that it is **ACTUALLY RECEIVED** by the Claims and Noticing Agent on or before the Voting Deadline by one of the methods described above. The Voting Deadline is **April 14, 2026 at 4:00 p.m. (prevailing Eastern Time)**.

9. To opt out of the Third-Party Release in the Plan, you MUST either (a) timely object to the Third-Party Release contained in Article VIII.D of the Plan, or (b) submit your completed Opt-Out Form so that it is **ACTUALLY RECEIVED** by the Claims and Noticing Agent on or before the **May 7, 2026 at 4:00 p.m. (prevailing Eastern Time)**.

10. Any Ballot received by the Claims and Noticing Agent after the Voting Deadline will not be counted with respect to acceptance or rejection of the Plan, as applicable, unless the Debtors determine otherwise. Except as provided in the Solicitation and Voting Procedures, no Ballot may be withdrawn or modified after the Voting Deadline without the Debtors' prior consent.

11. Delivery of a Ballot reflecting your vote to the Claims and Noticing Agent will be deemed to have occurred only when the Claims and Noticing Agent actually receives the Ballot. In all cases, you should allow sufficient time to assure timely submission.

12. If you submit multiple Ballots to the Claims and Noticing Agent, ***only the last properly submitted Ballot*** timely received will be deemed to reflect your intent and will supersede and revoke any prior received Ballot(s).

13. You must vote your entire Claim in each Voting Class either to accept or reject the Plan and may not split your vote. Furthermore, if a Holder has multiple Claims within a Voting Class, the Debtors may direct the Claims and Noticing Agent to aggregate the Claims of any particular Holder within that Class for the purpose of counting votes.

14. This Ballot does not constitute, and shall not be deemed to be, a Proof of Claim or Interest or an assertion or admission of a Claim or an Interest in the Debtors' Chapter 11 Cases.

15. You should not rely on any information, representations, or inducements made to obtain an acceptance of the Plan that are other than as set forth, or are inconsistent with, the information contained in the Disclosure Statement, the documents attached to or incorporated into the Disclosure Statement, and the Plan.

16. SIGN AND DATE your Ballot.[1] In addition, please provide your name and mailing address if it is different from that set forth on the Ballot or if no address is preprinted on the Ballot. Any unsigned Ballot will not be valid; however, for the avoidance of doubt, the scanned signature or e-signature included on an E-Ballot will be deemed immediately legally valid and effective.

17. If you have claims in the other Voting Class, you may receive more than one Ballot coded for each such account for which your Claims are held. Each Ballot votes only your Claims indicated on that Ballot. Accordingly, you must ***complete and return each Ballot you receive***.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CALL THE CLAIMS AND NOTICING AGENT AT (833) 437-6838 (TOLL-FREE) OR (714) 442-4326 (INTERNATIONAL) OR EMAIL EDDIEBAUERINQUIRIES@STRETTO.COM AND REFERENCE "EDDIE BAUER GENERAL UNSECURED BALLOT" IN THE SUBJECT LINE.

PLEASE RETURN YOUR BALLOT PROMPTLY

THE VOTING DEADLINE IS APRIL 14, 2026, AT 4:00 P.M., PREVAILING EASTERN TIME.

THE CLAIMS AND NOTICING AGENT MUST ACTUALLY RECEIVE THE BALLOT ON OR BEFORE THE VOTING DEADLINE.

[1] If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors, the Debtors' counsel, or the Court, must submit proper evidence to the requesting party of authority to so act on behalf of such Holder.

Exhibit 4A

Notice of Non-Voting Status for Classes
Presumed to Accept and Deemed to Reject

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*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
joshua.sussberg@kirkland.com
matthew.fagen@kirkland.com
oliver.pare@kirkland.com

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

COLE SCHOTZ P.C.
Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(Jointly Administered)

NOTICE OF NON-VOTING STATUS TO HOLDERS OR POTENTIAL HOLDERS OF (I) UNIMPAIRED CLAIMS CONCLUSIVELY PRESUMED TO ACCEPT THE PLAN AND (II) IMPAIRED CLAIMS OR INTERESTS DEEMED TO REJECT THE PLAN

PLEASE TAKE NOTICE THAT, on [●] [●], 2026, the United States Bankruptcy Court for the District of New Jersey (the "Court") entered an order [Docket No. [●]] (the "Disclosure Statement Order"): (i) authorizing Eddie Bauer LLC and its affiliated debtors and debtors in possession (collectively, the "Debtors"), to solicit acceptances for the *First Amended Joint Plan of Reorganization of Eddie Bauer LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Plan");[2] (ii) conditionally approving the *Disclosure Statement Relating to the First Amended Joint Plan of Reorganization of Eddie Bauer LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (iii) approving the solicitation materials

[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 not otherwise defined herein shall have the meanings ascribed to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

and documents to be included in the solicitation package (the "Solicitation Package"); (iv) approving procedures for soliciting, noticing, receiving, and tabulating votes on the Plan; (v) establishing certain deadlines to vote on, object to, and opt out of the releases set forth in the Plan; and (vi) granting related relief.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice as a Holder or potential Holder of a Claim against or Interest in the Debtors with respect to which, due to the nature and treatment of such Claim or Interest under the Plan, **you are not entitled to vote on the Plan**. Specifically, under the terms of the Plan, (i) Holders of Claims conclusively presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code and (ii) Holders of Claims or Interests deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code are **not** entitled to vote on the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider final approval of the Disclosure Statement and Confirmation of the Plan (the "Combined Hearing") will commence on **April 16, 2026**, at **10:00 a.m., (prevailing Eastern Time)**, or such other time that the Court determines, before the Honorable Stacey L. Meisel, United States Bankruptcy Judge, in Courtroom 3A of the United States Bankruptcy Court for the District of New Jersey, 50 Walnut Street, 3rd Floor, Newark, NJ 07102.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to Confirmation of the Plan and final approval of the Disclosure Statement is **April 14, 2026, at 4:00 p.m. (prevailing Eastern Time)** (the "Combined Objection Deadline"). Any objection to the relief sought at the Combined Hearing ***must***: (i) be in writing; (ii) conform to the Bankruptcy Rules, the Local Rules, and orders of the Court; (iii) state with particularity the basis of the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; (iv) be filed electronically with the Clerk of the Court in accordance with the General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents dated March 27, 2002 (the "General Order") and the Commentary Supplementing Administrative Procedures dated as of March 2004 (the "Supplemental Commentary")[3] or, if not otherwise filed with the Clerk of the Court electronically, in hard copy; and (v) be served in accordance with the General Order and the Supplemental Commentary upon the following parties so as to be **actually received** on or before the **Combined Objection Deadline**:

Debtors
Eddie Bauer LLC c/o Stretto Inc. 410 Exchange, Suite 100, Irvine, CA 92602
Co-Counsel to the Debtors
Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022 Attention: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com); Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com); and Oliver Paré (oliver.pare@kirkland.com)
Co-Counsel to the Debtors
Cole Schotz P.C. Court Plaza, 25 Main Street Hackensack, New Jersey 07601 Attention: Michael D. Sirota, Esq. (msirota@coleschotz.com); Warren A. Usatine, Esq. (wusatine@coleschotz.com); and Felice R. Yudkin, Esq. (fyudkin@coleschotz.com)

[3] The General Order, the Supplemental Commentary, and the User's Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Court.

Counsel to the Committee
Pachulski Stang Ziehl & Jones LLP 1600 Broadway, 36th Floor New York, New York 10019 Attention: Bradford J. Sandler (bsandler@pszjlaw.com); Robert J. Feinstein (rfeinstein@pszjlaw.com); and Shirley S. Cho (scho@pszjlaw.com)
United States Trustee
Office of the United States Trustee **United States Trustee, Region 3** One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102 Attention: Fran Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov)
Counsel to the Consenting ABL Lenders
Otterbourg P.C. 230 Park Avenue, New York, New York 10169 Attention: Dan Fiorillo (dfiorillo@otterbourg.com)
Counsel to the Consenting Term Loan Lenders
Ropes & Gray LLP 1211 Avenue of the Americas, New York, New York 10036-8704 Attention: Gregg Galardi (Gregg.Galardi@ropesgray.com) and Michael Wheat (Michael.Wheat@ropesgray.com)
Counsel to the Consenting Subordinated Loan Lenders
Choate, Hall & Stewart LLP Two International Place, Boston, Massachusetts 02110 Attention: Mark Silva (msilva@choate.com) and Michael E. Comerford (mcomerford@choate.com)

PLEASE TAKE FURTHER NOTICE THAT, if you would like to **obtain a copy of the Disclosure Statement, the Plan, or related documents**, you should contact Stretto Inc., the Debtors' Claims and Noticing Agent in these Chapter 11 Cases, by: (i) visiting the Debtors' restructuring website at: https://cases.stretto.com/EddieBauer; (ii) calling the Claims and Noticing Agent at (833) 437-6838 (Toll-Free) or (714) 442-4326 (International); (iii) contacting the Claims and Noticing Agent at EddieBauerInquiries@stretto.com; or (iv) writing to the Claims and Noticing Agent at Eddie Bauer LLC, *et al*., Ballot Processing, c/o Stretto Inc., 410 Exchange, Suite 100, Irvine, CA 92602. You may also obtain copies of any pleadings filed with the Court for free by visiting the Debtors' restructuring website, https://cases.stretto.com/EddieBauer, or the Court's website at https://www.njb.uscourts.gov in accordance with the procedures and fees set forth therein.

ARTICLE VIII OF THE PLAN CONTAINS SETTLEMENT, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.D OF THE PLAN CONTAINS A THIRD-PARTY RELEASE.[4] YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN, CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

IF YOU ELECT TO OPT OUT OF THE THIRD-PARTY RELEASE, PLEASE COMPLETE, SIGN, AND DATE THE OPT-OUT FORM ATTACHED TO THE DISCLOSURE STATEMENT ORDER AS EXHIBIT 4C AND SUBMIT IT PROMPTLY THROUGH THE DEBTORS' CASE WEBSITE ACCORDING TO THE INSTRUCTIONS SET FORTH ON THE OPT-OUT FORM. IF YOU DO NOT OPT OUT OF THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE VIII OF THE PLAN, THE THIRD-PARTY RELEASE WILL BE BINDING ON YOU.

YOUR COMPLETED OPT-OUT FORM MUST BE ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT BY MAY 7, 2026, AT 4:00 P.M. (PREVAILING EASTERN TIME).

YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY AND TO PROVIDE YOU WITH THE ATTACHED OPT-OUT FORM WITH RESPECT TO THE THIRD-PARTY RELEASE INCLUDED IN ARTICLE VIII.D OF THE PLAN. CONTACT THE CLAIMS AND NOTICING AGENT IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION.

[4] "Third-Party Release" refers to the release given by each of the Releasing Parties to the Released Parties as set forth in Article VIII.D of the Plan.

Dated: [●], 2026

/s/ *DRAFT*

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Exhibit 4B

Notice of Non-Voting Status for Disputed Claim Holders

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(Jointly Administered)

NOTICE OF NON-VOTING STATUS TO HOLDERS OF DISPUTED CLAIMS

PLEASE TAKE NOTICE THAT, on [●] [●], 2026, the United States Bankruptcy Court for the District of New Jersey (the "Court") entered an order [Docket No. [●]] (the "Disclosure Statement Order"): (i) authorizing Eddie Bauer LLC and its affiliated debtors and debtors in possession (collectively, the "Debtors"), to solicit acceptances for the *First Amended Joint Plan of Reorganization of Eddie Bauer LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Plan");[2] (ii) conditionally approving the *Disclosure Statement Relating to the First Amended Joint Plan of Reorganization of Eddie Bauer LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (iii) approving the solicitation materials and documents to be included in the solicitation package (the "Solicitation Package"); (iv) approving procedures for soliciting, noticing, receiving, and tabulating votes on the Plan; (v) establishing certain

[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 not otherwise defined herein shall have the meanings ascribed to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

deadlines to vote on, object to, and opt out of the releases set forth in the Plan; and (vi) granting related relief.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice as a Holder or potential Holder of a Claim against or Interest in the Debtors that is subject to a pending objection by the Debtors, and therefore **you are not entitled to vote on the Plan**.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider final approval of the Disclosure Statement and Confirmation of the Plan (the "Combined Hearing") will commence on **April 16, 2026**, at **10:00 a.m., (prevailing Eastern Time)**, or such other time that the Court determines, before the Honorable Stacey L. Meisel, United States Bankruptcy Judge, in Courtroom 3A of the United States Bankruptcy Court for the District of New Jersey, 50 Walnut Street, 3rd Floor, Newark, NJ 07102.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to Confirmation of the Plan and final approval of the Disclosure Statement is **April 14, 2026, at 4:00 p.m. (prevailing Eastern Time)** (the "Combined Objection Deadline"). Any objection to the relief sought at the Combined Hearing ***must***: (i) be in writing; (ii) conform to the Bankruptcy Rules, the Local Rules, and orders of the Court; (iii) state with particularity the basis of the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; (iv) be filed electronically with the Clerk of the Court in accordance with the General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents dated March 27, 2002 (the "General Order") and the Commentary Supplementing Administrative Procedures dated as of March 2004 (the "Supplemental Commentary")[3] or, if not otherwise filed with the Clerk of the Court electronically, in hard copy; and (v) be served in accordance with the General Order and the Supplemental Commentary upon the following parties so as to be **actually received** on or before the **Combined Objection Deadline**:

Debtors
Eddie Bauer LLC c/o Stretto Inc. 410 Exchange, Suite 100, Irvine, CA 92602
Co-Counsel to the Debtors
Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022 Attention: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com); Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com); and Oliver Paré (oliver.pare@kirkland.com)
Co-Counsel to the Debtors
Cole Schotz P.C. Court Plaza, 25 Main Street Hackensack, New Jersey 07601 Attention: Michael D. Sirota, Esq. (msirota@coleschotz.com); Warren A. Usatine, Esq. (wusatine@coleschotz.com); and Felice R. Yudkin, Esq. (fyudkin@coleschotz.com)
Counsel to the Committee

[3] The General Order, the Supplemental Commentary, and the User's Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Court.

Pachulski Stang Ziehl & Jones LLP 1600 Broadway, 36th Floor New York, New York 10019 Attention: Bradford J. Sandler (bsandler@pszjlaw.com); Robert J. Feinstein (rfeinstein@pszjlaw.com); and Shirley S. Cho (scho@pszjlaw.com)
United States Trustee
Office of the United States Trustee **United States Trustee, Region 3** One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102 Attention: Fran Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov)
Counsel to the Consenting ABL Lenders
Otterbourg P.C. 230 Park Avenue, New York, New York 10169 Attention: Dan Fiorillo (dfiorillo@otterbourg.com)
Counsel to the Consenting Term Loan Lenders
Ropes & Gray LLP 1211 Avenue of the Americas, New York, New York 10036-8704 Attention: Gregg Galardi (Gregg.Galardi@ropesgray.com) and Michael Wheat (Michael.Wheat@ropesgray.com)
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PLEASE TAKE FURTHER NOTICE THAT you are not entitled to vote any disputed portion of your Claim on the Plan unless one or more of the following events have taken place (each, a "Resolution Event"):

i. **Agreement of the Parties.** A stipulation or other agreement is executed between the Holder of such Claim and the Debtors temporarily allowing the Holder of such Claim to vote its Claim in an agreed upon amount.

ii. **Other Order of the Court.** The Court otherwise orders the allowance of such Claim for purposes of voting to accept or reject the Plan.

iii. **Voluntary Withdrawal.** The pending objection is voluntarily withdrawn by the objecting party.

PLEASE TAKE FURTHER NOTICE THAT, if a timely Resolution Event occurs, then, no later than two (2) business day following the occurrence of such Resolution Event, the Debtors shall cause the Claims and Noticing Agent to distribute a Solicitation Package to the relevant Holder via hand delivery, first-class mail, or email, which must be returned to the Claims and Noticing Agent no later than the Voting Deadline, which is on **April 14, 2026 at 4:00 p.m., prevailing Eastern Time**. The Debtors may extend the Voting Deadline without further order of the Court by filing a notice on the Court's docket.

PLEASE TAKE FURTHER NOTICE THAT if you are the Holder of a Claim that is the subject to an objection by the Debtors and you wish to contest such objection, you must file and serve a motion under Bankruptcy Rule 3018(a) (a "3018 Motion") at least two (2) business days prior to the Voting Deadline. If you timely file and serve a 3018 Motion, you shall be provided with a Solicitation Package by the Claims and Noticing Agent and you shall be permitted to cast a provisional vote to accept or reject the Plan. Any 3018 Motion that is timely filed and that is not otherwise resolved prior to the Combined Hearing shall be heard at the Combined Hearing, or at such other time as determined between you and the Debtors, and the validity of your provisional vote shall be determined at such hearing.

ARTICLE VIII OF THE PLAN CONTAINS SETTLEMENT, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.D OF THE PLAN CONTAINS A THIRD-PARTY RELEASE.[4] YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN, CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

IF YOU ELECT TO OPT OUT OF THE THIRD-PARTY RELEASE, PLEASE COMPLETE, SIGN, AND DATE THE OPT-OUT FORM ATTACHED TO THE DISCLOSURE STATEMENT ORDER AS EXHIBIT 4C AND SUBMIT IT PROMPTLY THROUGH THE DEBTORS' CASE WEBSITE ACCORDING TO THE INSTRUCTIONS SET FORTH ON THE OPT-OUT FORM. IF YOU DO NOT OPT OUT OF THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE VIII OF THE PLAN, THE THIRD-PARTY RELEASE WILL BE BINDING ON YOU.

YOUR COMPLETED OPT-OUT FORM MUST BE ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT BY MAY 7, 2026, AT 4:00 P.M. (PREVAILING EASTERN TIME).

YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

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[4] "Third-Party Release" refers to the release given by each of the Releasing Parties to the Released Parties as set forth in Article VIII.D of the Plan.

Dated: [●], 2026

/s/ *DRAFT*

COLE SCHOTZ P.C.
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Proposed Co-Counsel to the Debtors and the Debtors in Possession

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

Exhibit 4C

Opt-Out Form

THIRD-PARTY RELEASE OPT-OUT FORM

You are receiving this opt-out form (the "Opt-Out Form") because you are or may be a Holder of a Claim or Interest to be treated under the *First Amended Joint Plan of Reorganization of Eddie Bauer LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Plan") pursuant to section 1126 of the Bankruptcy Code as of March 12, 2026 (the "Voting Record Date").[1] Article VIII of the Plan contains certain release, injunction, and exculpation provisions, including the third-party release set forth below (such release, the "Third-Party Release"). **You will be deemed to have irrevocably granted the Third-Party Release set forth below unless you (a) affirmatively opt out by completing and returning this Opt-Out Form in accordance with the instructions set forth herein on or before May 7, 2026, at 4:00 p.m. (prevailing Eastern Time) (the "Opt-Out Deadline") or (b) timely file an objection to the Third-Party Release with the Bankruptcy Court on or before April 14, 2026, at 4:00 p.m., prevailing Eastern Time (the "Combined Objection Deadline"). The Debtors may extend the Opt-Out Deadline without further order of the Bankruptcy Court by filing a notice on the Bankruptcy Court's docket. Your decision to complete and return the Opt-Out Form is entirely voluntary and not a requirement under the Plan or applicable law.**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS OPT-OUT FORM CAREFULLY BEFORE COMPLETING THIS OPT-OUT FORM. IF YOU DO NOT OPT OUT OF THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE VIII OF THE PLAN, THE THIRD-PARTY RELEASE WILL BE BINDING ON YOU.

If you choose to opt out of the Third-Party Release set forth in Article VIII.D of the Plan, you should (i) promptly complete, sign, and date this Opt-Out Form and return it via first class mail, overnight courier, or hand delivery to Stretto, Inc., the claims, noticing, and solicitation agent for the Debtors in the Chapter 11 Cases (the "Claims and Noticing Agent") at the address set forth below or (ii) submit your Opt-Out Form through the Claims and Noticing Agent's online opt-out portal (the "Opt-Out Portal") in accordance with the instructions provided below. Parties that submit an Opt-Out Form using the Opt-Out Portal should NOT also submit a paper Opt-Out Form.

THIS OPT-OUT FORM MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT BY MAY 7, 2026, AT 4:00 P.M. (PREVAILING EASTERN TIME). IF THE OPT-OUT FORM IS RECEIVED AFTER THE OPT-OUT DEADLINE, IT WILL NOT BE COUNTED, AND YOU WILL BE DEEMED TO HAVE IRREVOCABLY GRANTED THE THIRD-PARTY RELEASE.

If you believe you have received this Opt-Out Form in error, please contact the Claims and Noticing Agent via: (i) calling the Claims and Noticing Agent at (833) 437-6838 (Toll-Free) or (714) 442-4326 (International); (ii) contacting the Claims and Noticing Agent at EddieBauerInquiries@stretto.com; or (iii) writing to the Claims and Noticing Agent at Eddie Bauer Ballot Processing, c/o Stretto Inc., 410 Exchange, Suite 100, Irvine, CA 92602.

Item 1. Important information regarding the Third-Party Release:

AS A HOLDER OF A CLAIM OR INTEREST, YOU ARE A "RELEASING PARTY" UNDER THE PLAN AND ARE IRREVOCABLY DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN, AS SET FORTH BELOW. YOU MAY ELECT NOT TO GRANT THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN ONLY IF (I) THE COURT DETERMINES THAT YOU HAVE THE RIGHT TO OPT OUT OF THE THIRD-PARTY RELEASE AND (II) YOU (A) CHECK THE BOX BELOW AND SUBMIT THE OPT-OUT FORM BY THE OPT-OUT DEADLINE OR (B) TIMELY OBJECT TO THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN BEFORE THE COMBINED OBJECTION DEADLINE. THE ELECTION TO WITHHOLD CONSENT TO GRANT THE THIRD-PARTY RELEASE IS ENTIRELY OPTIONAL. BY OPTING OUT OF THE

[1] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan, Disclosure Statement (as defined therein), or Disclosure Statement Order (as defined in the Plan) as applicable.

THIRD-PARTY RELEASE SET FORTH IN ARTICLE VIII.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH, BUT **YOUR RECOVERY UNDER THE PLAN REMAINS UNAFFECTED REGARDLESS OF WHETHER YOU ELECT TO OPT OUT OF THE THIRD-PARTY RELEASE**.

Article VIII.D of the Plan contains the following Third-Party Release:

Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Effective Date, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released by each Releasing Party from any and all Claims and Causes of Action, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Persons that may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Persons, in each case solely to the extent of the Releasing Party's authority to bind any of the foregoing, including pursuant to agreement or applicable non-bankruptcy law, from any and all Claims and Causes of Action whatsoever (including any derivative claims asserted or assertable on behalf of the Debtors, their Estates, or the Wind-Down Debtors (if applicable)), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in Law or equity, whether sounding in tort, contract, or otherwise, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, or any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively), or on behalf of the Holder of any Claim against, or Interest or Intercompany Interest in, the Debtors (including the Debtors' capital structure, management, ownership, or operations), or their Estates or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the CCAA Recognition Proceedings, the Sale Process, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, any investment in any Debtor by any Released Party, the Restructuring Transactions, the subject matter of, or the transactions or events giving rise to, any Claim, Interest, or Intercompany Interest that is treated under the Plan, the business or contractual arrangements or interactions between or among any Debtor and any Released Party, the ownership and/or operation of the Debtors by any Released Party or the distribution of any Cash or other property of the Debtors to any Released Party, any benefit provided by a Debtor to any Released Party, cash management arrangements, the assertion of or enforcement of rights or remedies against the Debtors, the restructuring of any Claim, Interest, or Intercompany Interest before or during the Chapter 11 Cases, the Debtors' in- or out-of-court restructuring efforts, any avoidance actions, intercompany transactions between or among a Debtor or an Affiliate of a Debtor and another Debtor or Affiliate of a Debtor, the decision to File the Chapter 11 Cases, the decision to file the CCAA Recognition Proceedings, the negotiation, formulation, preparation, dissemination, or consummation of the Restructuring Support Agreement, the Restructuring Transactions, the Credit Agreements, the Disclosure Statement, the Plan Supplement, the Plan and related agreements, instruments, and other documents, any contract, instrument, release, or other agreement or document (including any legal opinion requested by any Person regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the Restructuring Transactions, the solicitation of votes with respect to the Plan, and all other Definitive Documents, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than, in each case, any direct claims that any Releasing Party may have against any non-Debtor Affiliates of the Debtors that, in each case, are wholly unrelated to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or the Restructuring Transactions, (ii) any Retained Causes of Action by the Debtors pursuant to a Schedule of Retained Causes of Action to be attached as an exhibit to the Plan Supplement, and (iii) any Claims, Causes of Action, obligations, rights, or remedies that could be asserted by the Secured Lenders against non-Debtor Loan parties (as defined in the Credit Agreements) arising out of

or related to the Credit Agreements and related loan documents, other than to the extent such Claims, Causes of Action, obligations, rights, or remedies arise directly or indirectly as a result of the Claims treated under this Plan and/or any other Claims, Causes of Action, obligations, rights, or remedies arising from any act or omission by the Debtors, the Wind-Down Debtors, the Plan Administrator, or any of their respective Related Parties or Affiliates (other than the non-Debtor Loan Parties).

Entry of the Confirmation Order shall constitute the Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan and, further, shall constitute the Court's finding that the Third Party Release is: (i) consensual; (ii) essential to the Confirmation of the Plan; (iii) given in exchange for good and valuable consideration provided by each of the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (iv) a good faith settlement and compromise of the Claims released by the Third-Party Release; (v) in the best interests of the Debtors and their Estates; (vi) fair, equitable, and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third Party Release.

Definitions related to the Third-Party Release, and Injunction:

Under the Plan, "*Affiliate*" has the meaning set forth in section 101(2) of the Bankruptcy Code as if the reference Entity were a debtor in a case under the Bankruptcy Code. For the avoidance of doubt, with respect to the Debtors, the term "Affiliate" includes, without limitation, Penney Intermediate Holdings LLC, SPARC Group BB Holdings LLC, F21 OpCo, LLC, Lucky OpCo LLC, Aero Operations LLC, SPARC GC Mgmt LLC, SPARC Puerto Rico LLC, AeroLocker Holdings LLC, Nautica OpCo LLC, Nautica Retail USA LLC, and each of their respective direct and indirect subsidiaries.

Under the Plan, "*Related Party*" means, collectively, with respect to any Person or Entity, each of, and in each case in its capacity as such, such Person's or Entity's current and former directors, managers, officers, committee members, members of any Governing Body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

Under the Plan, "*Released Party*" means, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Wind-Down Debtor and the Plan Administrator; (c) the Agents; (d) each Consenting Lender; (e) each Releasing Party; (f) the Information Officer; (g) the Purchaser, if any; (h) each current and former Affiliate of each Entity in clause (a) through the following clause (i); and (i) each Related Party of each Entity in clause (a) through this clause (i); *provided, however*, that, in each case, an Entity shall not be a Released Party if it: (i) elects to opt out of the releases contained in the Plan; or (ii) timely objects to the releases contained in the Plan, and such objection is not withdrawn or otherwise resolved before the Confirmation Order is entered.

Under the Plan, "*Releasing Party*" means, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Wind-Down Debtor and the Plan Administrator; (c) the Agents; (d) each Consenting Lender; (e) all Holders of Claims that vote to accept the Plan; (f) all Holders of Claims who are deemed to accept the Plan but who do not affirmatively opt out of the releases provided for in the Plan by checking the box on the applicable notice of non-voting status indicating that they opt not to grant the releases provided for in the Plan; (g) all Holders of Claims who abstain from voting on the Plan, other than those who were not sent a ballot or an opt out form in accordance with the Disclosure Statement Order, and who do not affirmatively opt out of the releases provided for in the Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided for in the Plan; (h) all Holders of Claims or Interests who vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided for in the Plan by checking the box on the applicable ballot or notice of non-voting status indicating that they opt not to grant the releases provided for in the Plan; (i) each current and former Affiliate of each Entity in clause (a) through the following clause (j); and (j) to the maximum extent permitted by law, each Related Party of

each Entity in clause (a) through this clause (j); *provided* that, in each case, an Entity in clause (f) through clause (j) shall not be a Releasing Party if it: (i) elects to opt out of the releases contained in the Plan; or (ii) timely objects to the releases contained in the Plan and such objection is not withdrawn or otherwise resolved before the Confirmation Order is entered.

YOU MAY ELECT TO OPT OUT OF THE RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN. YOU WILL BE CONSIDERED A "RELEASING PARTY" UNDER THE PLAN UNLESS (A) YOU CHECK THE BOX BELOW AND SUBMIT THE OPT-OUT FORM BY THE OPT-OUT DEADLINE, OR (B) YOU TIMELY OBJECT TO THE THIRD-PARTY RELEASE BEFORE THE COMBINED OBJECTION DEADLINE. YOUR DECISION TO COMPLETE AND RETURN THE OPT-OUT FORM IS ENTIRELY VOLUNTARY AND DOES NOT AFFECT YOUR RECOVERY UNDER THE PLAN. IF YOU VOTE TO ACCEPT THE PLAN AND YOU CHECK THE BOX BELOW TO OPT OUT OF THE THIRD-PARTY RELEASE, YOUR VOTE TO ACCEPT THE PLAN WILL CONTROL AND YOU WILL BE DEEMED A "RELEASING PARTY" UNDER THE PLAN.

☐ **By checking this box, you elect to opt OUT of the Third-Party Release**

Item 2. Certifications.

By signing this Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- as of the Voting Record Date, either: (i) the Entity is the Holder of a Claim against or Interest in the Debtors that is classified by the Plan; or (ii) the undersigned is an authorized signatory of a Holder of Claim against or Interest in the Debtors that is classified by the Plan;
- the undersigned (or in the case of an authorized signatory, the Holder) has received a copy of the *Class 3 – ABL Ballot*, the *Class 6 – General Unsecured Claims Ballot*, or the *Notice of Non-Voting Status*, as applicable, and this Opt-Out Form is completed pursuant to the terms and conditions set forth therein;
- the undersigned has not already submitted a ballot electing to accept the Plan;
- the undersigned has made the same election with respect to all of its Claims or Interests; and
- no other Opt-Out Form has been cast with respect to the Holder's Claims or Interests, or, if any other Opt-Out Forms have been cast with respect to such Claims or Interests, such Opt-Out Forms are hereby revoked.

THIS OPT-OUT FORM SHALL NOT CONSTITUTE OR BE DEEMED A PROOF OF CLAIM OR INTEREST OR AN ASSERTION OF A CLAIM OR INTEREST, AND YOUR RECEIPT OF THIS OPT-OUT FORM DOES NOT SIGNIFY THAT YOUR CLAIM OR INTEREST HAS BEEN OR WILL BE ALLOWED.

OPT-OUT FORM COMPLETION INFORMATION — COMPLETE THIS SECTION

Name of Holder: _____

Signature: _____

Signatory Name
(if other than the Holder): _____

Title: _____

Address: _____

Email Address: _____

Date Completed: _____

IF YOU HAVE MADE THE OPTIONAL OPT-OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS OPT-OUT FORM AND SUBMIT IT PROMPTLY BY ONLY *ONE* OF THE METHODS BELOW.

To submit a paper Opt-Out Form, you may submit your Opt-Out Form (with an original signature):

by First-Class Mail:	**by Overnight Courier, or Hand Delivery:**
Eddie Bauer LLC et al., Ballot Processing, c/o Stretto Inc. 410 Exchange, Suite 100 Irvine, CA 92602	Eddie Bauer LLC, et al., Ballot Processing, c/o Stretto Inc. 410 Exchange, Suite 100 Irvine, CA 92602

To submit your Opt-Out Form via electronic, online submission:

To submit your Opt-Out Form via the Claims and Noticing Agent's online portal, visit https://cases.stretto.com/EddieBauer, click on the "Opt-Out Form" section of the website (the "Opt-Out Portal"), and follow the instructions to submit your Opt-Out Form.

The Opt-Out Portal is the sole manner in which Opt-Out Forms will be accepted electronically. Opt-Out Forms submitted in electronic format by facsimile or email will not be counted.

Holders who cast the Opt-Out Form using the Opt-Out Portal should NOT also submit a paper Opt-Out Form.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CALL THE CLAIMS AND NOTICING AGENT AT (833) 437-6838 (TOLL-FREE) OR (714) 442-4326 (INTERNATIONAL) OR EMAIL EDDIEBAUERINQUIRIES@STRETTO.COM AND REFERENCE "EDDIE BAUER OPT-OUT FORM" IN THE SUBJECT LINE.

THE OPT-OUT DEADLINE IS MAY 7, 2026,
AT 4:00 P.M., PREVAILING EASTERN TIME.

THE CLAIMS AND NOTICING AGENT MUST ACTUALLY RECEIVE THE OPT-OUT FORM ON OR BEFORE THE OPT-OUT DEADLINE.

Exhibit 5

Cover Letter

[●], 2026

Via First-Class or Electronic Mail

RE: Eddie Bauer LLC, *et al.*,
Chapter 11 Case No. 26-11422 (SLM) (Jointly Administered)

TO ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN:

Eddie Bauer LLC and its affiliated debtors and debtors in possession (collectively, the "Debtors")[1] each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of New Jersey (the "Court") on February 9, 2026.

You have received this letter (the "Cover Letter") and the enclosed materials because you are entitled to vote on the *First Amended Joint Plan of Reorganization of Eddie Bauer and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Plan").[2] On [●] [●], 2026, the Court entered an order [Docket No. [●]] (the "Disclosure Statement Order"): (i) authorizing the Debtors to solicit acceptances for the Plan; (ii) conditionally approving the *Disclosure Statement Relating to the First Amended Joint Plan of Reorganization of Eddie Bauer LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (iii) approving the solicitation materials and documents to be included in the solicitation package (the "Solicitation Package"); (iv) approving procedures for soliciting, noticing, receiving, and tabulating votes on the Plan; (v) establishing certain deadlines to vote on, object to, and opt out of the releases set forth in the Plan; and (vi) granting related relief.

YOU ARE RECEIVING THIS LETTER BECAUSE YOU ARE ENTITLED TO VOTE ON THE PLAN. YOU SHOULD READ THIS LETTER CAREFULLY AND DISCUSS IT WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

In addition to this letter, the enclosed materials comprise your Solicitation Package and were approved by the Court for distribution to Holders of Claims in connection with the solicitation of votes to accept or reject the Plan. Please review these materials carefully and follow the instructions contained therein. The Solicitation Package consists of the following, as applicable:

a. this Cover Letter, which describes the contents of the Solicitation Package and recommends that Holders of Claims in the Voting Classes vote to accept

[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 not otherwise defined herein shall have the meanings ascribed to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

the Plan;

b. the Disclosure Statement (and exhibits thereto, including the Plan);

c. a copy of the Solicitation and Voting Procedures;

d. the applicable Ballot, which includes detailed voting instructions and instructions on how to submit the Ballot;

e. the Opt-Out Form, which includes detailed instructions on how to opt out of the Third-Party Release[3] and on how to submit the Opt-Out Form;

f. the Combined Hearing Notice;

g. the Disclosure Statement Order (without exhibits, except for the Solicitation and Voting Procedures);

h. the Committee Letter; and

i. any additional documents that the Court has ordered to be made available to Holders of Claims in the Voting Classes.

Eddie Bauer LLC (on behalf of itself and each of the other Debtors) has approved the filing of the Plan and the solicitation of votes to accept or reject the Plan. The Debtors believe that the acceptance of the Plan is in the best interests of their estates, Holders of Claims and Interests, and all other parties in interest. Moreover, the Debtors believe that any alternative to confirmation of the Plan could result in extensive delays and increased administrative expenses, which, in turn, likely would result in smaller distributions on account of Claims asserted in the Chapter 11 Cases.

THE DEBTORS STRONGLY URGE YOU TO PROPERLY AND TIMELY SUBMIT YOUR BALLOT CASTING A VOTE TO ACCEPT THE PLAN IN ACCORDANCE WITH THE INSTRUCTIONS ON YOUR BALLOT.

THE DEADLINE TO VOTE TO ACCEPT OR REJECT THE PLAN IS APRIL 14, 2026, AT 4:00 P.M. (PREVAILING EASTERN TIME).

THE DEADLINE TO OPT OUT OF THE THIRD-PARTY RELEASE IS MAY 7, 2026, AT 4:00 P.M. (PREVAILING EASTERN TIME).

[3] "Third-Party Release" refers to the release given by each of the Releasing Parties to the Released Parties as set forth in Article VIII.D of the Plan.

The materials in the Solicitation Package are intended to be self-explanatory. If you have any questions or would like paper copies of the Solicitation Package (to be provided at the Debtors' expense), please contact the Claims and Noticing Agent by: (i) visiting the Debtors' restructuring website at: https://cases.stretto.com/EddieBauer; (ii) calling the Claims and Noticing Agent at (833) 437-6838 (Toll-Free) or (714) 442-4326 (International); (iii) contacting the Claims and Noticing Agent at EddieBauerInquiries@stretto.com, or (iv) writing to the Claims and Noticing Agent at Eddie Bauer Ballot Processing, c/o Stretto Inc., 410 Exchange, Suite 100, Irvine, CA 92602. You may also obtain copies of any pleadings filed with the Court for free by visiting the Debtors' restructuring website, https://cases.stretto.com/EddieBauer, or the Court's website at https://www.njb.uscourts.gov in accordance with the procedures and fees set forth therein. Please be advised that the Claims and Noticing Agent is authorized to answer questions about, and provide additional copies of, solicitation materials but may ***not*** advise you as to whether you should vote to accept or reject the Plan or otherwise provide legal advice.

Sincerely,

Dated: [●] [●], 2026

/s/ Draft
Name: [Stephen Coulombe]
Title: [Co-Chief Restructuring Officer]
Eddie Bauer LLC

Exhibit 6

Combined Hearing 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*)
Oliver Paré (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
joshua.sussberg@kirkland.com
matthew.fagen@kirkland.com
oliver.pare@kirkland.com

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

COLE SCHOTZ P.C.
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Felice R. Yudkin, Esq.
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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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(Jointly Administered)

NOTICE OF (I) HEARING TO CONSIDER CONFIRMATION OF THE CHAPTER 11 PLAN AND FINAL APPROVAL OF THE DISCLOSURE STATEMENT AND (II) RELATED VOTING, OPT-OUT, AND OBJECTION DEADLINES

PLEASE TAKE NOTICE THAT, on [●] [●], 2026, the United States Bankruptcy Court for the District of New Jersey (the "Court") entered an order [Docket No. [●]] (the "Disclosure Statement Order"): (i) authorizing Eddie Bauer LLC and its affiliated debtors and debtors in possession (collectively, the "Debtors"), to solicit acceptances for the *First Amended Joint Plan of Reorganization of Eddie Bauer LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Plan");[2] (ii) conditionally approving the *Disclosure Statement Relating to the First Amended Joint Plan of Reorganization of Eddie Bauer LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (iii) approving the solicitation materials and documents to be included in the solicitation package (the "Solicitation Package"); (iv) approving

[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 not otherwise defined herein shall have the meanings ascribed to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

procedures for soliciting, noticing, receiving, and tabulating votes on the Plan; (v) establishing certain deadlines to vote on, object to, and opt out of the releases set forth in the Plan; and (vi) granting related relief.

PLEASE TAKE FURTHER NOTICE THAT, the hearing at which the Court will consider confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing Date") will take place on **April 16, 2026**, at **10:00 a.m., (prevailing Eastern Time)**, or such other time that the Court determines, before the Honorable Stacey L. Meisel, United States Bankruptcy Judge, in Courtroom 3A of the United States Bankruptcy Court for the District of New Jersey, 50 Walnut Street, Newark, NJ 07102.

PLEASE BE ADVISED: THE COMBINED HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR THE DEBTORS **WITHOUT FURTHER NOTICE** OTHER THAN BY SUCH CONTINUANCE BEING ANNOUNCED IN OPEN COURT AND/OR BY A NOTICE OF THE SAME FILED WITH THE COURT AND SERVED ON ALL PARTIES ENTITLED TO NOTICE.

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN

Voting Record Date. The Court has approved **March 16, 2026**, as the record date (the "Voting Record Date") for purposes of determining which Holders of Claims in Class 3 ABL Claims and Class 6 General Unsecured Claims (each a "Voting Class," and collectively, the "Voting Classes") that either (i) have been listed on the Debtors' Schedules or (ii) with respect to which a valid proof of claim (a "Proof of Claim") has been filed before March 16, 2026 (such Claims, "Known Eligible Claims"), are entitled to vote on the Plan.

For Holders of Claims that (a) (i) are not listed in the Schedules and (ii) with respect to which a valid Proof of Claim has not been filed as of March 16, 2026 (*i.e.*, the Voting Record Date) (such Claims, "Unknown Eligible Claims"), and (b) with respect to which a valid Proof of Claim is filed on or after the Voting Record Date but prior to the applicable general claims bar date (the "Claims Bar Date") established in connection with the *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* [Docket No. [●]], Stretto Inc., the claims, noticing, and solicitation agent for the Debtors in the Chapter 11 Cases (the "Claims and Noticing Agent"), shall serve the Solicitation Package to such Holder via email within one (1) business day after such valid Proof of Claim has been filed and processed by the Claims and Noticing Agent, or as soon as is reasonably practicable thereafter.

Each recipient of the Solicitation Package shall be required to submit a valid Ballot no later than the Voting Deadline in order for such Ballot to be counted; *provided*, that the Debtors, in consultation with the Committee, may permit a Ballot submitted by a Holder of an Unknown Eligible Claim after the Voting Deadline to be counted.

Voting Deadline. The deadline to vote on the Plan is **April 14, 2026, at 4:00 p.m. (prevailing Eastern Time)** (the "Voting Deadline"). The Debtors may extend the Voting Deadline without further order of the Court by filing a Notice on the Court's Docket. If you received the Solicitation Package, including a Ballot, and intend to vote on the Plan you ***must***: (i) follow the instructions contained on your Ballot carefully; (ii) complete ***all*** of the required information on the Ballot; and (iii) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is **actually received** by the Debtors' Claims and Noticing Agent, Stretto Inc., on or before the Voting Deadline.

Failure to follow such instructions may disqualify your vote.

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

Combined Objection Deadline. The deadline for filing objections to confirmation of the Plan and final approval of the Disclosure Statement is **April 14, 2026, at 4:00 p.m. (prevailing Eastern Time)** (the "Combined Objection Deadline"). Any objection to the relief sought at the Combined Hearing ***must***: (i) be in writing; (ii) conform to the Bankruptcy Rules, the Local Rules, and orders of the Court; (iii) state with particularity the basis of the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; (iv) be filed electronically with the Clerk of the Court in accordance with the General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents dated March 27, 2002 (the "General Order"), and the Commentary Supplementing Administrative Procedures dated as of March 2004 (the "Supplemental Commentary")[3] or, if not otherwise filed with the Clerk of the Court electronically, in hard copy; and (v) be served in accordance with the General Order and the Supplemental Commentary upon the following parties so as to be **actually received** on or before the **Combined Objection Deadline**:

Debtors
Eddie Bauer LLC c/o Stretto Inc. 410 Exchange, Suite 100, Irvine, CA 92602
Co-Counsel to the Debtors
Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022 Attention: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com); Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com); and Oliver Paré (oliver.pare@kirkland.com)
Co-Counsel to the Debtors
Cole Schotz P.C. Court Plaza, 25 Main Street Hackensack, New Jersey 07601 Attention: Michael D. Sirota, Esq. (msirota@coleschotz.com); Warren A. Usatine, Esq. (wusatine@coleschotz.com); and Felice R. Yudkin, Esq. (fyudkin@coleschotz.com)
Counsel to the Committee
Pachulski Stang Ziehl & Jones LLP 1600 Broadway, 36th Floor New York, New York 10019 Attention: Bradford J. Sandler (bsandler@pszjlaw.com); Robert J. Feinstein (rfeinstein@pszjlaw.com); and Shirley S. Cho (scho@pszjlaw.com)
United States Trustee
Office of the United States Trustee **United States Trustee, Region 3** One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102 Attention: Fran Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov)

[3] The General Order, the Supplemental Commentary, and the User's Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Court.

Counsel to the Consenting ABL Lenders
Otterbourg P.C. 230 Park Avenue, New York, New York 10169 Attention: Dan Fiorillo (dfiorillo@otterbourg.com)
Counsel to the Consenting Term Loan Lenders
Ropes & Gray LLP 1211 Avenue of the Americas, New York, New York 10036-8704 Attention: Gregg Galardi (Gregg.Galardi@ropesgray.com) and Michael Wheat (Michael.Wheat@ropesgray.com)
Counsel to the Consenting Subordinated Loan Lenders
Choate, Hall & Stewart LLP Two International Place, Boston, Massachusetts 02110 Attention: Mark Silva (msilva@choate.com) and Michael E. Comerford (mcomerford@choate.com)

CRITICAL INFORMATION REGARDING THE OPT-OUT DEADLINE

Opt-Out Deadline. The deadline by which all opt-out elections must be made and properly executed, completed, and submitted so that they are **actually received** by the Claims and Noticing Agent is **May 7, 2026 at 4:00 p.m. (prevailing Eastern Time)** (the "Opt-Out Deadline"). **You will be deemed to have irrevocably granted the Third-Party Release set forth in Article VIII of the Plan unless you (a) affirmatively opt out on or before May 7, 2026, at 4:00 p.m. (prevailing Eastern Time) by either (i) completing and returning the Opt-Out Form or (ii) visiting https://cases.stretto.com/EddieBauer and following the instructions on the "Opt-Out Form" section of the website or (b) timely file an objection to the Third-Party Release with the Bankruptcy Court on or before the Objection Deadline. The Debtors may extend the Opt-Out Deadline without further order of the Court by filing a Notice on the Court's Docket. Your decision to opt out of the Third-Party Release is entirely voluntary and not a requirement under the Plan or applicable law and does not affect your recoveries, if any, under the Plan.**

ADDITIONAL INFORMATION

Obtaining Solicitation Materials. The materials in the Solicitation Package are intended to be self-explanatory. If you have any questions or would like paper copies of the Solicitation Package (to be provided at the Debtors' expense), please contact the Claims and Noticing Agent by: (i) visiting the Debtors' restructuring website at: https://cases.stretto.com/EddieBauer; (ii) calling the Claims and Noticing Agent at (833) 437-6838 (Toll-Free) or (714) 442-4326 (International); (iii) contacting the Claims and Noticing Agent at EddieBauerInquiries@stretto.com; or (iv) writing to the Claims and Noticing Agent at Eddie Bauer LLC et al., Ballot Processing, c/o Stretto Inc., 410 Exchange, Suite 100, Irvine, CA 92602. You may also obtain copies of any pleadings filed with the Court for free by visiting the Debtors' restructuring website, https://cases.stretto.com/EddieBauer, or the Court's website at https://www.njb.uscourts.gov in accordance with the procedures and fees set forth therein. Please be advised that the Claims and Noticing Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may ***not*** advise you as to whether you should vote to accept or reject the Plan.

Filing the Plan Supplement. The Debtors will file the Plan Supplement (as defined in the Plan) by April 1, 2026, and will serve a notice of Plan Supplement on all Holders of Claims or Interests, the U.S. Trustee, and any party that has requested notice pursuant to Bankruptcy Rule 2002 (regardless of whether such parties are entitled to vote on the Plan), which will: (i) inform parties that the Debtors filed the Plan

Supplement; (ii) list the information contained in the Plan Supplement; and (iii) explain how parties may obtain copies of the Plan Supplement.

BINDING NATURE OF THE PLAN

IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THESE CHAPTER 11 CASES, FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, OR VOTED TO REJECT THE PLAN.

ARTICLE VIII OF THE PLAN CONTAINS SETTLEMENT, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.D OF THE PLAN CONTAINS A THIRD-PARTY RELEASE. YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. CONTACT THE CLAIMS AND NOTICING AGENT IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION.

Dated: [●], 2026

/s/ *DRAFT*

COLE SCHOTZ P.C.
Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com

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

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matthew.fagen@kirkland.com
oliver.pare@kirkland.com

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

Exhibit 7

Plan Supplement 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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fyudkin@coleschotz.com

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(Jointly Administered)

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT, on [●] [●], 2026, the United States Bankruptcy Court for the District of New Jersey (the "Court") entered an order [Docket No. [●]] (the "Disclosure Statement Order"): (i) authorizing Eddie Bauer LLC and its affiliated debtors and debtors in possession (collectively, the "Debtors"), to solicit acceptances for the *First Amended Joint Plan of Reorganization of Eddie Bauer LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Plan");[2] (ii) conditionally approving the *Disclosure Statement Relating to the First Amended Joint Plan of Reorganization of Eddie Bauer LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (iii) approving the solicitation materials and documents to be included in the solicitation package (the "Solicitation Package"); (iv) approving procedures for soliciting, noticing, receiving, and tabulating votes on the Plan; (v) establishing certain

[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 not otherwise defined herein shall have the meanings ascribed to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

deadlines to vote on, object to, and opt out of the releases set forth in the Plan; and (vi) granting related relief.

PLEASE TAKE FURTHER NOTICE THAT, as contemplated by the Plan and the Disclosure Statement Order, the Debtors filed the Plan Supplement with the Court on [●], 2026 [Docket No. [●]]. The Plan Supplement contains the following documents each as defined in the Plan: (i) the Schedule of Assumed Executory Contracts and Unexpired Leases; (ii) the Schedule of Retained Causes of Action; (iii) the Wind-Down Transactions Memorandum; (iv) the Plan Administrator Agreement; (v) the identity of the Plan Administrator; and (vi) additional documents filed with the Court prior to the Effective Date as amendments to the Plan Supplement.

PLEASE TAKE FURTHER NOTICE THAT, certain documents or portions thereof contained in the Plan Supplement may remain subject to ongoing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained therein, at any time before the Effective Date of the Plan, or any such other date as may be provided for in the Plan or an order of the Court. Each of the documents contained in the Plan Supplement or its amendments are subject to certain consent and approval rights to the extent provided in the Plan and the Restructuring Support Agreement.

PLEASE TAKE FURTHER NOTICE THAT, the hearing at which the Court will consider confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing Date") will commence on **April 16, 2026**, at **10:00 a.m., (prevailing Eastern Time)**, or such other time that the Court determines, before the Honorable Stacey L. Meisel, United States Bankruptcy Judge, in Courtroom 3A of the United States Bankruptcy Court for the District of New Jersey, 50 Walnut Street, 3rd Floor, Newark, NJ 07102.

PLEASE TAKE FURTHER NOTICE THAT, the deadline for filing objections to confirmation of the Plan and final approval of the Disclosure Statement is **April 14, 2026, at 4:00 p.m. (prevailing Eastern Time)** (the "Combined Objection Deadline"). Any objection to the relief sought at the Combined Hearing ***must***: (i) be in writing; (ii) conform to the Bankruptcy Rules, the Local Rules, and orders of the Court; (iii) state with particularity the basis of the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; (iv) be filed electronically with the Clerk of the Court in accordance with the General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents dated March 27, 2002 (the "General Order") and the Commentary Supplementing Administrative Procedures dated as of March 2004 (the "Supplemental Commentary")[3] or, if not otherwise filed with the Clerk of the Court electronically, in hard copy; and (v) shall be served in accordance with the General Order and the Supplemental Commentary upon the following parties so as to be **actually received** on or before the **Combined Objection Deadline**:

Debtors
Eddie Bauer LLC c/o Stretto Inc. 410 Exchange, Suite 100, Irvine, CA 92602

[3] The General Order, the Supplemental Commentary, and the User's Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Court.

Co-Counsel to the Debtors
Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022 Attention: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com); Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com); and Oliver Paré (oliver.pare@kirkland.com)
Co-Counsel to the Debtors
Cole Schotz P.C. Court Plaza, 25 Main Street Hackensack, New Jersey 07601 Attention: Michael D. Sirota, Esq. (msirota@coleschotz.com); Warren A. Usatine, Esq. (wusatine@coleschotz.com); and Felice R. Yudkin, Esq. (fyudkin@coleschotz.com)
Counsel to the Committee
Pachulski Stang Ziehl & Jones LLP 1600 Broadway, 36th Floor New York, New York 10019 Attention: Bradford J. Sandler (bsandler@pszjlaw.com); Robert J. Feinstein (rfeinstein@pszjlaw.com); and Shirley S. Cho (scho@pszjlaw.com)
United States Trustee
Office of the United States Trustee **United States Trustee, Region 3** One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102 Attention: Fran Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov)
Counsel to the Consenting ABL Lenders
Otterbourg P.C. 230 Park Avenue, New York, New York 10169 Attention: Dan Fiorillo (dfiorillo@otterbourg.com)
Counsel to the Consenting Term Loan Lenders
Ropes & Gray LLP 1211 Avenue of the Americas, New York, New York 10036-8704 Attention: Gregg Galardi (Gregg.Galardi@ropesgray.com) and Michael Wheat (Michael.Wheat@ropesgray.com)
Counsel to the Consenting Subordinated Loan Lenders
Choate, Hall & Stewart LLP Two International Place, Boston, Massachusetts 02110 Attention: Mark Silva (msilva@choate.com) and Michael E. Comerford (mcomerford@choate.com)

PLEASE TAKE FURTHER NOTICE THAT, if you would like to **obtain a copy of the Disclosure Statement, the Plan, or related documents** you should contact Stretto Inc., the Debtors' Claims and Noticing Agent in these Chapter 11 Cases, by: (i) visiting the Debtors' restructuring website at: https://cases.stretto.com/EddieBauer; (ii) calling the Claims and Noticing Agent at (833) 437-6838 (Toll-Free) or (714) 442-4326 (International); (iii) contacting the Claims and Noticing Agent at EddieBauerInquiries@stretto.com; or (iv) writing to the Claims and Noticing Agent at Eddie Bauer LLC, *et al.*, Ballot Processing, c/o Stretto Inc., 410 Exchange, Suite 100, Irvine, CA 92602. You may also obtain copies of any pleadings filed with the Court for free by visiting the Debtors' restructuring website, https://cases.stretto.com/EddieBauer, or the Court's website at https://www.njb.uscourts.gov in accordance with the procedures and fees set forth therein.

ARTICLE VIII OF THE PLAN CONTAINS SETTLEMENT, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.D OF THE PLAN CONTAINS A THIRD-PARTY RELEASE. YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. CONTACT THE CLAIMS AND NOTICING AGENT IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION.

Dated: [●], 2026

/s/ *DRAFT*

COLE SCHOTZ P.C.
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Proposed Co-Counsel to the Debtors and the Debtors in Possession

Exhibit 8

Notice of Assumption of Executory Contracts and Unexpired Leases

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
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Proposed Co-Counsel to the Debtors and the Debtors in Possession

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(Jointly Administered)

NOTICE OF (I) EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED OR ASSUMED AND ASSIGNED PURSUANT TO THE PLAN, (II) CURE COSTS, IF ANY, AND (III) RELATED PROCEDURES IN CONNECTION THEREWITH

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU OR ONE OF YOUR AFFILIATES IS A COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE WITH ONE OR MORE OF THE DEBTORS AS SET FORTH ON SCHEDULE A ATTACHED HERETO. YOU ARE ADVISED TO REVIEW CAREFULLY THE INFORMATION CONTAINED IN THIS NOTICE AND THE RELATED PROVISIONS OF THE PLAN.[2]

PLEASE TAKE NOTICE THAT on [●] [●], 2026, the United States Bankruptcy Court for the District of New Jersey (the "Court") entered an order [Docket No. [●]] (the "Disclosure Statement Order"):

[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] Nothing contained in the Plan or in any Schedule of Assumed Contracts and Unexpired Leases shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Debtor has any liability thereunder. Furthermore, the Debtors reserve the right to alter, amend, modify, or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases, as set forth in Article V of the Plan.

(i) authorizing Eddie Bauer LLC and its affiliated debtors and debtors in possession (collectively, the "Debtors") to solicit acceptances for the *First Amended Joint Plan of Reorganization of Eddie Bauer LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Plan");[3] (ii) conditionally approving the *Disclosure Statement Relating to the First Amended Joint Plan of Reorganization of Eddie Bauer LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (iii) approving the solicitation materials and documents to be included in the solicitation package (the "Solicitation Package"); (iv) approving procedures for soliciting, noticing, receiving, and tabulating votes on the Plan; (v) establishing certain deadlines to vote on, object to, and opt out of the releases set forth in the Plan; and (vi) granting related relief.

PLEASE TAKE FURTHER NOTICE THAT on the Effective Date, except as otherwise provided in the Plan, each Executory Contract and Unexpired Lease not previously rejected, assumed, or assumed and assigned, shall be deemed automatically rejected by the applicable Debtor, applicable Wind-Down Debtor, or the Plan Administrator, as applicable, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease: (i) is specifically described in the Plan as to be assumed in connection with Confirmation of the Plan; (ii) is identified on the Schedule of Assumed Executory Contracts and Unexpired Leases; (iii) is subject to a Filed motion to assume (or assume and assign) such Unexpired Lease or Executory Contract as of the Effective Date; (iv) is to be assumed by the Debtors and assigned to another third party in connection with a Sale Transaction, if any, including the Purchaser as set forth in the Purchase Agreement approved pursuant to the Sale Order; (v) is a contract, instrument, release, or other agreement or document entered into in connection with the Plan; (vi) is an Insurance Policy (including any D&O Liability Insurance Policies); or (vii) is an employee benefit plan, severance plan, or other Executory Contract under which employee obligations arise.

PLEASE TAKE FURTHER NOTICE THAT on [●] [●], 2026, the Debtors filed with the Court, as part of the *Plan Supplement for the Joint Plan of Reorganization of Eddie Bauer LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (the "Plan Supplement"), the Schedule of Assumed Executory Contracts and Unexpired Leases, which lists the Executory Contracts and Unexpired Leases to be assumed or assumed and assigned, as applicable, by the Debtors pursuant to the Plan, if any.

PLEASE TAKE FURTHER NOTICE THAT the Debtors, the Wind-Down Debtors, or the Plan Administrator, as applicable, reserve the right (i) in the event that the Debtors do not consummate a Sale Transaction, to alter, amend, modify, or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases at any time prior to the earlier of (A) 45 days following the Effective Date and (B) solely with respect to Unexpired Leases of nonresidential real property, the deadline is the earlier of (I) the applicable deadline pursuant to section 365(d)(4) of the Bankruptcy Code and (II) the date of entry of the Confirmation Order, in each case (I) and (II) as such date may be extended with the written consent of the applicable landlord counterparty, and (ii) in the event that the Debtors consummate a Sale Transaction, to alter, amend, modify, or supplement any schedule of Executory Contracts and Unexpired Leases that is attached to any Sale Transaction Documents, with the consent of the Purchaser, at any time prior to the earlier of (A) 90 days following the closing date of a Sale Transaction, and (B) solely with respect to Unexpired Leases of nonresidential real property, the applicable deadline pursuant to section 365(d)(4) of

[3] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

the Bankruptcy Code, as such date may be extended with the written consent of the applicable landlord counterparty, consistent with any Sale Transaction Documents, as applicable.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because the Debtors' records reflect that you or your affiliate(s) are a party to an Executory Contract or Unexpired Lease that will be assumed or assumed and assigned pursuant to the Plan. Therefore, you are advised to review carefully the information contained in this notice and the related provisions of the Plan, including the Schedule of Assumed Executory Contracts and Unexpired Leases.

PLEASE TAKE FURTHER NOTICE THAT section 365(b)(1) of the Bankruptcy Code requires a chapter 11 debtor to cure, or provide adequate assurance that it will promptly cure, any defaults under executory contracts and unexpired leases at the time of assumption. Accordingly, the Debtors have conducted a thorough review of their books and records and have determined the amounts required to cure defaults, if any, under the Executory Contract(s) and Unexpired Lease(s), which amounts are listed in **Schedule A** attached hereto (the "Cure Costs"). Please note that if no amount is stated for a particular Executory Contract or Unexpired Lease, the Debtors believe that there are no Cure Costs outstanding for such Executory Contract or Unexpired Lease.

PLEASE TAKE FURTHER NOTICE THAT any monetary defaults under an Executory Contract or Unexpired Lease to be assumed, or assumed and assigned, pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Claim, as reflected on the Cure Notice or as otherwise agreed or determined by a Final Order of the Court, in Cash as soon as reasonably practicable after the entry of an order approving such assumption or assumption and assignment, subject to the limitations described in the following sentence, or on such other terms as the parties to such Executory Contract or Unexpired Leases may otherwise agree; *provided* that nothing herein shall prevent the Wind-Down Debtors from paying any Cure Claim despite the failure of the relevant counterparty to File such request for payment of such Cure Claim. The Wind-Down Debtors may also settle any Cure Claim without any further notice to or action, order, or approval of the Court. Any such objection will be scheduled to be heard by the Court at the next scheduled omnibus hearing, or such other time as requested by the Debtors or the Wind-Down Debtors, as applicable, and the objecting party. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption. In the event of a dispute regarding (i) the amount of any payments to cure such a default, (ii) the ability of the Wind-Down Debtors or any assignee, as applicable, to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (iii) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving the assumption.

PLEASE TAKE FURTHER NOTICE THAT any objection by a counterparty to the proposed Cure Costs or to the assumption or assumption and assignment of an Executory Contract or Unexpired Lease under the Plan (an "Assumption Objection") ***must***: (i) be in writing; (ii) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and orders of the Court; (iii) state with particularity the basis of the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; (iv) be filed electronically with the Clerk of the Court in accordance with the General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents dated March 27, 2002 (the "General Order") and the Commentary Supplementing Administrative Procedures dated as of

March 2004 (the "Supplemental Commentary")[4] or, if not otherwise filed with the Clerk of the Court electronically, in hard copy; and (v) be served in accordance with the General Order and the Supplemental Commentary upon the following parties so as to be **actually received** no later than **fourteen (14) days after the service of this notice of assumption**:

Debtors
Eddie Bauer LLC c/o Stretto Inc. 410 Exchange, Suite 100, Irvine, CA 92602
Co-Counsel to the Debtors
Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022 Attention: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com); Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com); and Oliver Paré (oliver.pare@kirkland.com)
Co-Counsel to the Debtors
Cole Schotz P.C. Court Plaza, 25 Main Street Hackensack, New Jersey 07601 Attention: Michael D. Sirota, Esq. (msirota@coleschotz.com); Warren A. Usatine, Esq. (wusatine@coleschotz.com); and Felice R. Yudkin, Esq. (fyudkin@coleschotz.com)
Counsel to the Committee
Pachulski Stang Ziehl & Jones LLP 1600 Broadway, 36th Floor New York, New York 10019 Attention: Bradford J. Sandler (bsandler@pszjlaw.com); Robert J. Feinstein (rfeinstein@pszjlaw.com); and Shirley S. Cho (scho@pszjlaw.com)
United States Trustee
Office of the United States Trustee **United States Trustee, Region 3** One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102 Attention: Fran Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov)
Counsel to the Consenting ABL Lenders
Otterbourg P.C. 230 Park Avenue, New York, New York 10169 Attention: Dan Fiorillo (dfiorillo@otterbourg.com)
Counsel to the Consenting Term Loan Lenders
Ropes & Gray LLP 1211 Avenue of the Americas, New York, New York 10036-8704 Attention: Gregg Galardi (Gregg.Galardi@ropesgray.com) and Michael Wheat (Michael.Wheat@ropesgray.com)

[4] The General Order, the Supplemental Commentary, and the User's Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Court.

Counsel to the Consenting Subordinated Loan Lenders
Choate, Hall & Stewart LLP Two International Place, Boston, Massachusetts 02110 Attention: Mark Silva (msilva@choate.com) and Michael E. Comerford (mcomerford@choate.com)

PLEASE TAKE FURTHER NOTICE THAT if you do not file an objection on or prior to the Assumption Objection Deadline, then: **(i) you will be deemed to have stipulated that the Cure Costs as determined by the Debtors are correct and (ii) you will be forever barred, estopped, and enjoined from (a) asserting any additional cure amount under the assumed Executory Contract or Unexpired Lease or (b) objecting to such proposed assumption or assumption and assignment, as applicable.** Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption, assumption and assignment, or Cure Costs of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption, assumption and assignment, or Cure Costs.

PLEASE TAKE FURTHER NOTICE THAT ASSUMPTION OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE PURSUANT TO THE PLAN OR OTHERWISE SHALL RESULT IN THE FULL RELEASE AND SATISFACTION OF ANY CLAIMS OR DEFAULTS, WHETHER MONETARY OR NONMONETARY (SOLELY TO THE EXTENT AGREED BETWEEN THE DEBTORS AND THE COUNTERPARTY TO AN APPLICABLE EXECUTORY CONTRACT OR UNEXPIRED LEASE), INCLUDING DEFAULTS OF PROVISIONS RESTRICTING THE CHANGE IN CONTROL OR OWNERSHIP INTEREST COMPOSITION OR OTHER BANKRUPTCY-RELATED DEFAULTS, ARISING UNDER ANY ASSUMED EXECUTORY CONTRACT OR UNEXPIRED LEASE AT ANY TIME BEFORE THE DATE THAT THE DEBTORS ASSUME SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE. ANY PROOFS OF CLAIM BASED UPON EXECUTORY CONTRACTS OR UNEXPIRED LEASES THAT HAVE BEEN ASSUMED IN THE CHAPTER 11 CASES, INCLUDING PURSUANT TO THE CONFIRMATION ORDER, AND OR WHICH ANY CURE CLAIM HAS BEEN FULLY PAID PURSUANT TO ARTICLE V.D OF THE PLAN, SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT THE NEED FOR ANY OBJECTION THERETO OR ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE COURT.

PLEASE TAKE FURTHER NOTICE THAT any Assumption Objection that complies with these procedures shall be heard at a date to be fixed by the Court.

PLEASE TAKE FURTHER NOTICE THAT that notwithstanding anything to the contrary herein, the mere listing of any Executory Contract or Unexpired Lease on the Schedule of Assumed Executory Contracts and Unexpired Leases does not require or guarantee that such Executory Contract or Unexpired Lease will be assumed or assumed and assigned by the Debtors at any time, and all rights of the Debtors with respect to such Executory Contract or Unexpired Lease are reserved. Moreover, the Debtors explicitly reserve their rights, in their reasonable discretion, to seek to reject or assume or assume and assign each Executory Contract or Unexpired Lease pursuant to section 365(a) of the Bankruptcy Code and in accordance with the procedures set forth in Article V of the Plan.

PLEASE TAKE FURTHER NOTICE THAT nothing herein: (i) alters in any way the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any claims of a counterparty to any Executory Contract or Unexpired Lease against the Debtors that may arise under such Executory Contract or Unexpired Lease; (ii) creates a postpetition contract or agreement; or (iii) elevates to administrative expense priority any claims of a counterparty to any Executory Contract or Unexpired Lease against the Debtors that may arise under such Executory Contract or Unexpired Lease.

PLEASE TAKE FURTHER NOTICE THAT if you would like to **obtain a copy of the Disclosure Statement, the Plan, or related documents**, you should contact Stretto Inc., the Debtors' Claims and Noticing Agent in the Chapter 11 Cases (the "Claims and Noticing Agent"), by: (i) visiting the Debtors' restructuring website at: https://cases.stretto.com/EddieBauer; (ii) calling the Claims and Noticing Agent at (833) 437-6838 (Toll-Free) or (714) 442-4326 (International); (iii) contacting the Claims and Noticing Agent at EddieBauerInquiries@stretto.com; or (iv) writing to the Claims and Noticing Agent at Eddie Bauer LLC, et al., Ballot Processing, c/o Stretto Inc., 410 Exchange, Suite 100, Irvine, CA 92602. You may also obtain copies of any pleadings filed with the Court for free by visiting the Debtors' restructuring website, https://cases.stretto.com/EddieBauer, or the Court's website at https://www.njb.uscourts.gov in accordance with the procedures and fees set forth therein.

ARTICLE VIII OF THE PLAN CONTAINS SETTLEMENT, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.D OF THE PLAN CONTAINS A THIRD-PARTY RELEASE. YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. CONTACT THE CLAIMS AND NOTICING AGENT IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION.

[*Remainder of Page Intentionally Left Blank*]

Dated: [●], 2026

/s/ *DRAFT*

COLE SCHOTZ P.C.
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Exhibit 9

Notice of Rejection of Executory Contracts and Unexpired Leases

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
EDDIE BAUER LLC, *et al*.,	Case No. 26-11422 (SLM)
Debtors.[1]	(Jointly Administered)

NOTICE OF (I) EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE REJECTED PURSUANT TO THE PLAN, AND (II) RELATED PROCEDURES IN CONNECTION THEREWITH

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU OR ONE OF YOUR AFFILIATES IS A COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE WITH ONE OR MORE OF THE DEBTORS AS SET FORTH ON SCHEDULE A ATTACHED HERETO. YOU ARE ADVISED TO REVIEW CAREFULLY THE INFORMATION CONTAINED IN THIS NOTICE AND THE RELATED PROVISIONS OF THE PLAN.[2]

PLEASE TAKE NOTICE THAT on [●] [●], 2026, the United States Bankruptcy Court for the District of New Jersey (the "Court") entered an order [Docket No. [●]] (the "Disclosure Statement Order"):

[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] Nothing contained in the Plan or in any Schedule of Assumed Contracts and Unexpired Leases shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Debtor has any liability thereunder. Furthermore, the Debtors reserve the right to alter, amend, modify, or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases, as set forth in Article V of the Plan.

(i) authorizing Eddie Bauer LLC and its affiliated debtors and debtors in possession (collectively, the "Debtors") to solicit acceptances for the *First Amended Joint Plan of Reorganization of Eddie Bauer LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Plan");[3] (ii) conditionally approving the *Disclosure Statement Relating to the First Amended Joint Plan of Reorganization of Eddie Bauer LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (iii) approving the solicitation materials and documents to be included in the solicitation package (the "Solicitation Package"); (iv) approving procedures for soliciting, noticing, receiving, and tabulating votes on the Plan; (v) establishing certain deadlines to vote on, object to, and opt out of the releases set forth in the Plan; and (vi) granting related relief.

PLEASE TAKE FURTHER NOTICE THAT on [●] [●], 2026, the Debtors filed with the Court, as part of the *Plan Supplement for the Joint Plan of Reorganization of Eddie Bauer LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (the "Plan Supplement"), the Schedule of Assumed Executory Contracts and Unexpired Leases, which lists the Executory Contracts and Unexpired Leases to be assumed or assumed and assigned, as applicable, by the Debtors pursuant to the Plan, if any.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because the Debtors' records reflect that you or your affiliate(s) are a party to an Executory Contract or Unexpired Lease that is not included on the Schedule of Assumed Executory Contracts and Unexpired Leases and will therefore be rejected pursuant to the Plan. Therefore, you are advised to review carefully the information contained in this notice and the related provisions of the Plan.

PLEASE TAKE FURTHER NOTICE THAT unless otherwise provided by a Final Order of the Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to this Plan or the Confirmation Order, if any, must be Filed with the Court within thirty days after the later of (i) the date of service of notice of entry of an order of the Court (including the Confirmation Order) approving such rejection, (ii) the effective date of such rejection, or (iii) the Effective Date. In addition, any objection to the rejection of an Executory Contract or Unexpired Lease must be Filed with the Court and served on the Debtors no later than seven days after service of the Debtors' proposed rejection of such Executory Contract or Unexpired Lease.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Court within such time will, absent further order of the Court to the contrary, be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Debtors' Estates, the Wind-Down Debtors, or the property of any of the foregoing without the need for any objection by the Debtors or the Wind-Down Debtors, as applicable, or further notice to, or action, order, or approval of the Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall, absent further order of the Court to the contrary, be deemed fully compromised, settled, and released, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. All Allowed Claims arising from the rejection by any Debtor of any of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III of the Plan or such other treatment as agreed to by the Wind-Down Debtors and Holder of such Claim.

[3] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

PLEASE TAKE FURTHER NOTICE THAT any objection by a counterparty to the proposed rejection of an Executory Contract or Unexpired Lease under the Plan (a "Rejection Objection") ***must***: (i) be in writing; (ii) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and orders of the Court; (iii) state with particularity the basis of the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; (iv) be filed electronically with the Clerk of the Court in accordance with the General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents dated March 27, 2002 (the "General Order") and the Commentary Supplementing Administrative Procedures dated as of March 2004 (the "Supplemental Commentary")[4] or, if not otherwise filed with the Clerk of the Court electronically, in hard copy; and (v) be served in accordance with the General Order and the Supplemental Commentary upon the following parties so as to be **actually received** on or before the date that is **seven (7) days after service of this notice of rejection**:

Debtors
Eddie Bauer LLC c/o Stretto Inc. 410 Exchange, Suite 100, Irvine, CA 92602
Co-Counsel to the Debtors
Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022 Attention: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com); Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com); and Oliver Paré (oliver.pare@kirkland.com)
Co-Counsel to the Debtors
Cole Schotz P.C. Court Plaza, 25 Main Street Hackensack, New Jersey 07601 Attention: Michael D. Sirota, Esq. (msirota@coleschotz.com); Warren A. Usatine, Esq. (wusatine@coleschotz.com); and Felice R. Yudkin, Esq. (fyudkin@coleschotz.com)
Counsel to the Committee
Pachulski Stang Ziehl & Jones LLP 1600 Broadway, 36th Floor New York, New York 10019 Attention: Bradford J. Sandler (bsandler@pszjlaw.com); Robert J. Feinstein (rfeinstein@pszjlaw.com); and Shirley S. Cho (scho@pszjlaw.com)
United States Trustee
Office of the United States Trustee **United States Trustee, Region 3** One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102 Attention: Fran Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov)

[4] The General Order, the Supplemental Commentary, and the User's Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Court.

Counsel to the Consenting ABL Lenders
Otterbourg P.C. 230 Park Avenue, New York, New York 10169 Attention: Dan Fiorillo (dfiorillo@otterbourg.com)
Counsel to the Consenting Term Loan Lenders
Ropes & Gray LLP 1211 Avenue of the Americas, New York, New York 10036-8704 Attention: Gregg Galardi (Gregg.Galardi@ropesgray.com) and Michael Wheat (Michael.Wheat@ropesgray.com)
Counsel to the Consenting Subordinated Loan Lenders
Choate, Hall & Stewart LLP Two International Place, Boston, Massachusetts 02110 Attention: Mark Silva (msilva@choate.com) and Michael E. Comerford (mcomerford@choate.com)

PLEASE TAKE FURTHER NOTICE THAT that notwithstanding anything to the contrary herein, the Debtors explicitly reserve their rights, in their reasonable discretion, to seek to reject or assume or assume and assign each Executory Contract or Unexpired Lease pursuant to section 365(a) of the Bankruptcy Code and in accordance with the procedures set forth in Article V of the Plan.

PLEASE TAKE FURTHER NOTICE THAT nothing herein: (i) alters in any way the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any claims of a counterparty to any Executory Contract or Unexpired Lease against the Debtors that may arise under such Executory Contract or Unexpired Lease; (ii) creates a postpetition contract or agreement; or (iii) elevates to administrative expense priority any claims of a counterparty to any Executory Contract or Unexpired Lease against the Debtors that may arise under such Executory Contract or Unexpired Lease.

PLEASE TAKE FURTHER NOTICE THAT if you would like to **obtain a copy of the Disclosure Statement, the Plan, or related documents**, you should contact Stretto Inc., the Debtors' Claims and Noticing Agent in the Chapter 11 Cases (the "Claims and Noticing Agent"), by: (i) visiting the Debtors' restructuring website at: https://cases.stretto.com/EddieBauer; (ii) calling the Claims and Noticing Agent at (833) 437-6838 (Toll-Free) or (714) 442-4326 (International); (iii) contacting the Claims and Noticing Agent at: EddieBauerInquiries@stretto.com; or (iv) writing to the Claims and Noticing Agent at Eddie Bauer LLC, et al., Ballot Processing, c/o Stretto Inc., 410 Exchange, Suite 100, Irvine, CA 92602. You may also obtain copies of any pleadings filed with the Court for free by visiting the Debtors' restructuring website, https://cases.stretto.com/EddieBauer, or the Court's website at https://www.njb.uscourts.gov in accordance with the procedures and fees set forth therein.

ARTICLE VIII OF THE PLAN CONTAINS SETTLEMENT, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.D OF THE PLAN CONTAINS A THIRD-PARTY RELEASE. YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. CONTACT THE CLAIMS AND NOTICING AGENT IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION.

Dated: [●], 2026

/s/ *DRAFT*

COLE SCHOTZ P.C.
Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
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Proposed Co-Counsel to the Debtors and the Debtors in Possession

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

Exhibit 10

Committee Letter

PACHULSKI STANG ZIEHL & JONES

LOS ANGELES
10100 SANTA MONICA BLVD. 13TH FL.
LOS ANGELES, CALIFORNIA 90067-4003
310.277.6910

NEW YORK
1700 BROADWAY, 36TH FL.
NEW YORK, NEW YORK 10019
212.561.7700

WILMINGTON
919 NORTH MARKET STREET, 17TH FLOOR
P.O. BOX 8705
WILMINGTON, DELAWARE 19899-8705
302.652.4100

HOUSTON
700 LOUISIANA STREET, STE. 4500
HOUSTON, TEXAS 77002
713.691.9385

SAN FRANCISCO
ONE SANSOME STREET, 34TH FL. STE. 3430
SAN FRANCISCO, CALIFORNIA 94104
415.263.7000

March __, 2026

RECOMMENDATION TO VOTE TO REJECT THE PLAN

To: Class 6 General Unsecured Claims
of Eddie Bauer LLC, et al.

Re: ***In re Eddie Bauer LLC, et al.,***
Case No. 26-11422 (Bankr. Dist. N.J.)

Dear Class 6 General Unsecured Claims Holder:

The Official Committee of Unsecured Creditors (the "Committee") was appointed by the United States Department of Justice, Office of the United States Trustee in the above-captioned bankruptcy case of Eddie Bauer LLC and certain of its affiliates (the "Debtors"). The Committee is the fiduciary entity appointed to represent the interests of all unsecured creditors.

The Debtors are soliciting your vote on the enclosed *Joint Plan of Reorganization of Eddie Bauer LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* and 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* (the "Plan").

Under the Plan, unsecured creditors, who are owed not less than $100 million by the Committee's estimates, will receive their pro rat share of $250,000 and an unspecified recovery from the proceeds of inventory liquidation if Class 6 votes in favor of the Plan. The Committee estimates that the current Plan proposal offers Class 6 general unsecured creditors an effective 0.00% recovery.

We are writing to advise you that the Committee is currently negotiating for improved treatment to the Plan, which if successful, will result in a far greater recovery being proposed. We believe the current Plan does not provide adequate value to Class 6 general unsecured creditors for unencumbered assets, which include

potentially valuable causes of action. The Committee is conducting its own investigation.

Accordingly, **the Committee urges you to vote NO on the Plan** so that the Committee is in the best possible position to negotiate a more favorable outcome for unsecured creditors. Please feel free to contact us with any questions.

Very truly yours,

Rob Feinstein
(rfeinstein@pszjlaw.com)
Brad Sandler (bsandler@pszjlaw.com)
Shirley Cho (scho@pszjlaw.com)

Pachulski Stang Ziehl & Jones LLP

Proposed Counsel to the Official
Committee of Unsecured Creditors

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

RECOGNITION ORDER

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