Court File No. CL-26-00000050-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

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

APPLICANT

MOTION RECORD OF THE APPLICANT
(Plan Confirmation and Recognition of Other Orders, returnable April 30, 2026)

VOLUME III OF IV

April 24, 2026

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Court File No. CL-26-00000050-0000

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

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

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Court File No. CL-26-00000050-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

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

APPLICANT

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TAB 2

This is Exhibit "U" referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Nashville, in the State of Tennessee, before me at the City of Toronto, in the Province of Ontario, on April 24, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

17

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
Caption in Compliance with D.N.J. LBR 9004-1(b)

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

OBJECTION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS TO DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES, (III) SCHEDULING A FINAL HEARING, (IV) MODIFYING THE AUTOMATIC STAY, AND (V) GRANTING RELATED RELIEF

The Official Committee of Unsecured Creditors (the "Committee") of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), hereby submits this objection (the "Objection") to the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the*

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

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Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Scheduling a Final Hearing, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief [Docket No. 7] (the "Motion").[2] In support of this Objection, the Committee respectfully states as follows:

Preliminary Statement

1. The Debtors are one of six brands owned by a company commonly referred to as "Catalyst Brands" or "Catalyst." The non-Debtor brands owned by Catalyst include Brooks Brothers, Nautica, Aeropostale, Lucky Brand, and JCPenney. All of these brands, besides JCPenney, operate under SPARC Group Holdings LLC or "SPARC" and use a shared services agreement and cash pooling arrangement. Eddie Bauer, as one of the Catalyst brands, was run as a division of the whole enterprise, which included shared management and services between SPARC and its different brands. Based on available information, these brands are valuable. The Debtors are guarantors of the ABL Facility, of which $728 million remains outstanding, the Term Loan Facility, of which $600 million is outstanding, and the Subordinated Term Loan Facility, of which $216.3 million remains outstanding. It appears that the Debtors did not receive any loan proceeds from these facilities, but rather that the Debtors' financing came in the form of unsecured intercompany debt. The Debtors' secured lenders, who have recourse to all of the solvent non-Debtor Catalyst brands, are oversecured.

2. In this context, the Committee has reviewed the Motion and has attempted to engage with the Debtors and the Prepetition Secured Parties in good faith to modify certain provisions of a proposed final cash collateral order (the "Proposed Final Order") to safeguard the rights of unsecured creditors. Although the Committee remains open to addressing its issues with

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

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the Proposed Final Order, no resolution has been reached to date. The Committee therefore objects to the Motion as follows:

3. First, given the extent of non-Debtor collateral value available to the Prepetition Secured Parties, the Committee objects to the broad-ranging grant of adequate protection liens and superpriority claims in favor of the Prepetition Secured Parties payable from assets that were unencumbered as of the Petition Date (the "Unencumbered Assets"), which include (a) Avoidance Actions, (b) commercial tort claims, (c) leasehold interests, (d) any estate claims or causes of action against the Prepetition Secured Parties themselves, and (e) the proceeds of each of the foregoing. At a minimum, the Prepetition Secured Parties must agree to marshal away from any previously Unencumbered Assets and to turn to those assts only as a last resort after their Debtor **and** non-Debtor collateral has been exhausted.

4. Second, the Committee objects to the proposed waivers of the estates' ability to surcharge the collateral of the Prepetition Secured Parties under section 506(c) of the Bankruptcy Code, marshaling rights, and "equities of the case" arguments as to the Prepetition Secured Parties. Specifically, all administrative expenses (including claims arising under section 503(b)(9) of the Bankruptcy Code) must be adequately provided for before any surcharge waiver can be considered. Marshaling and "equities of the case" waivers are also inappropriate in light of the substantial non-Debtor assets and previously encumbered assets that are available to the Prepetition Secured Parties.

5. Third, the Proposed Final Order would limit the Committee's investigation budget, and expedite the timetable, in connection with any Challenge. The Committee objects to such provisions, which would circumscribe the Committee's ability to exercise its statutory duties.

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6. The Committee also objects to other provisions of the Proposed Final Order, including provisions relating to remedies, adequate protection payments, releases, reporting, the Carve Out, and the Committee's professional fee budget.

7. Based on the foregoing and for the reasons set forth below, the Committee requests that the Court deny the relief sought in the Motion and the Proposed Final Order.

Background

8. On February 9, 2026 (the "Petition Date"), the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their business and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these chapter 11 cases.

9. The Court entered an interim order on the Motion (the "Interim Order") on February 10, 2026 [Docket No. 67]. The hearing on the Proposed Final Order is currently scheduled for March 16, 2026. The Committee anticipates that the Proposed Final Order will include, among other objectionable provisions, an all-encompassing grant of adequate protection liens and superpriority claims in favor of the Prepetition Secured Parties payable from the Unencumbered Assets, waivers of surcharge, marshaling, and "equities of the case" rights, and limiting provisions with respect to the Committee's Challenge rights.

10. On January 26, 2021, the Office of the United States Trustee (the "U.S. Trustee") appointed the Committee to represent the interests of all unsecured creditors in these chapter 11 cases pursuant to section 1102 of the Bankruptcy Code.

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Objection

I. The Court Should Not Authorize the Debtors to Grant Liens on Unencumbered Assets in Favor of the Prepetition Secured Parties

11. The Committee objects to the broad-ranging grant of adequate protection liens and superpriority claims in favor of the Prepetition Secured Parties payable from the Unencumbered Assets, including (a) Avoidance Actions, (b) commercial tort claims, (c) leasehold interests, (d) any estate claims or causes of action against the Prepetition Secured Parties themselves, and (e) the proceeds of each of the foregoing. The Prepetition Secured Parties are not advancing new money to the Debtors' estates, and there is no evidence that the Prepetition Secured Parties are undersecured in light of their liens and claims against the assets of the various solvent non-Debtor Catalyst brands. At a minimum, the Prepetition Secured Parties must agree to marshal away from any previously unencumbered assets and to turn to those assts only as a last resort after their Debtor **and** non-Debtor collateral has been exhausted.

12. The proposed grant of adequate protections liens and superpriority claims against the Unencumbered Assets through the Motion is a stepping stone to the Debtors' chapter 11 plan [Docket No. 197] (the "Plan"), through which the Debtors propose to release, *inter alia*, any and all claims held by the Debtors (both direct claims and derivative claims) against various "Released Parties," including the Debtors' Affiliates and "Related Parties," which would include current and former officers and directors, Catalyst, SPARC and their directors and officers, controlling Interest holders, and the Prepetition Secured Parties. *See* Plan Art. VIII.C.

13. There is no basis for the Debtors to pledge Unencumbered Assets to the Prepetition Secured Parties, only then to seek to release such claims through the proposed Plan. Both the Motion and the Plan (or its associated Disclosure Statement [Docket No. 198]) fail to address the types of estate claims that may exist against the Prepetition Secured Parties, the Holders of Interests

in the Debtors, or their Related Parties, or the potential value of such claims. Although the Committee will investigate any such claims in due course, there is no basis to simply pledge all such claims to the Prepetition Secured Parties as adequate protection without any evidence of diminution or any effort to value the Prepetition Secured Parties' non-Debtor collateral in the solvent Catalyst brands.

14. This is a highly unique case where the primary assets securing the Prepetition Secured Obligations reside with non-Debtors. Yet, the Motion provides no insight as to the value of such non-Debtor collateral. A secured party is not entitled to adequate protection absent a showing of the requisite cause. Specifically, a secured creditor is not entitled to adequate protection unless there is evidence that its collateral is declining a value. *See, e.g.*, *In re Continental Airlines, Inc.*, 146 B.R. 536, 539 (Bankr. D. Del. 1992) ("Post-*Timbers* courts have uniformly required a movant seeking adequate protection to show a decline in value of its collateral."); *Zink* v. *Vanmiddlesworth*, 300 B.R. 394, 402–03 (N.D.N.Y. 2003) (citations omitted) ("[T]he initial burden of showing the need for adequate protection [is] upon the creditor having an interest in the property being used by the debtor. In order to meet this burden, the secured creditor must demonstrate that such relief is required by showing a likelihood that the collateral will decrease in value of establishing some other basis for the relief.").

15. Here, there is no evidence that the Prepetition Secured Parties are undersecured when their full Debtor **and** non-Debtor collateral package is taken into account, much less whether such value is declining postpetition. Hence, the Prepetition Secured Parties should not receive blanket liens on previously Unencumbered Assets, which are perhaps the only potential source of recovery for unsecured creditors. The purpose of adequate protection is to ensure that the Prepetition Secured Parties receive the security that they bargained for prior to the Petition Date.

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"Neither the legislative history nor the [Bankruptcy] Code indicate that Congress intended the concept of adequate protection to go beyond the scope of protecting the secured claim holder from a diminution in the value of the collateral securing the debt." *In re Pine Lake Village Apartment Co.*, 19 B.R. 819, 824 (Bankr. S.D.N.Y. 1982).

16. Determinations regarding adequate protection are fact-specific. *See In re Mosello*, 195 B.R. 277, 289 (Bankr. S.D.N.Y. 1996); *Mbank Dallas, N.A. v. O'Connor (In re O'Connor)*, 808 F.2d 1393, 1396 (10th Cir. 1987); *In re Martin*, 761 F.2d 472 (8th Cir. 1985); *see also* S. Rep. No. 95-989, 95th Cong., 2d Sess. 54 (1978). The focus of the requirement is to protect a secured creditor from diminution in the value of its collateral during the use period. *United Savings Assoc. of Texas v. Timbers of Inwood Forest Assocs., Ltd.*, 484 U.S. 365, 368 (1988); *see also In re Kain*, 86 B.R. 506, 513 (Bankr. W.D. Mich. 1988); *Delbridge v. Production Credit Ass'n & Fed. Land Bank (In re Delbridge)*, 104 B.R. 824 (E.D. Mich. 1989); *In re Beker Indus. Corp.*, 58 B.R. 725, 736 (Bankr. S.D.N.Y. 1986).

17. Section 361 of the Bankruptcy Code provides that periodic cash payments, replacement liens, or relief constituting the "indubitable equivalent" of the creditor's interest may provide adequate protection. Provision of a replacement lien in property equal to the value of the cash collateral used specifically complies with section 361(2) of the Bankruptcy Code and provides adequate protection within the meaning of section 363(e) of the Bankruptcy Code. *See, e.g.*, *In re O'Connor*, 808 F.2d at 1398; *In re Dynaco Corp.*, 162 B.R. 389, 393–95 (Bankr. D. N.H. 1993); *In re T.H.B. Corp.*, 85 B.R. 192, 195 (Bankr. D. Mass. 1988).

18. The proposed package of "adequate protection" and other lender concessions in these cases greatly enhance the Prepetition Secured Parties' collateral position at the expense of unsecured creditors, who are prejudiced by the grant of security interests and superpriority claims

payable from the Unencumbered Assets, including potential claims against the Prepetition Secured Parties themselves.

19. Avoidance actions in particular are uniquely for the benefit of unsecured creditors of the estates, not secured creditors, and such actions are rarely encumbered in favor of secured lenders. The intent behind avoidance powers and a debtor's power to bring causes of actions is to allow the debtor in possession to gain recoveries for the benefit of all unsecured creditors. *See Buncher Co. v. Official Comm. of Unsecured Creditors of GenFarm Ltd. Partn. IV*, 229 F.3d 245, 250 (3d Cir. 2000); *see also In re Sweetwater*, 55 B.R. 724, 735 (D. Utah 1985) (stating that avoidance powers are meant to benefit creditors generally and to promote equitable distribution among all creditors).

20. Therefore, Avoidance Actions and the proceeds thereof should remain unencumbered by the liens and superpriority claims of the Prepetition Secured Parties for the benefit of all unsecured creditors. Indeed, courts routinely exclude unencumbered assets from the scope of adequate protection liens and superpriority claims. *See, e.g.*, *In re Gymboree Grp., Inc.*, No. 19-30258 (KLP), Docket No. 348 (Bankr. E.D. Va. Feb. 15, 2019) (excluding avoidance actions, commercial tort claims, and the proceeds thereof from adequate protection liens and claims); *In re Frank Theatres Bayonne/South Cove, LLC*, No. 18-34808 (SLM), Docket No. 212 (Bankr. D.N.J. Jan. 28, 2019) (same); *In re Aralez Pharms. US Inc.*, No. 18-12425 (MG), Docket No. 98 (Bankr. S.D.N.Y. Sept. 14, 2018) (providing that adequate protection liens only attach to prepetition collateral and further providing that adequate protection claims cannot be paid out of the proceeds of avoidance actions); *In re The Weinstein Co. Holdings LLC*, No. 18-10601 (MFW), Docket No. 267 (Bankr. D. Del. Apr. 19, 2018) (excluding avoidance actions and commercial tort claims from adequate protection liens and claims).

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21. The Debtors' use of cash collateral should not be a means by which unsecured creditors are stripped of what may be their only sources of recovery. Accordingly, any final order on the Motion should make clear that the Unencumbered Assets shall remain unencumbered, especially in these cases where the Prepetition Secured Parties are free to turn to the substantial value of their collateral held through non-Debtor Catalyst brands.

II. The Prepetition Secured Parties are Not Entitled to Waivers of Section 506(c) Surcharge Claims, Section 552(b) "Equities of the Case" Rights, and Marshaling Remedies

22. The Debtors propose to waive the estates' ability to surcharge the Collateral under section 506(c) of the Bankruptcy Code as to any costs or expenses of administration incurred at any time during the course of these cases. *See* Interim Order ¶ 21. The Debtors also propose to waive any marshaling rights and "equities of the case" arguments as to the Prepetition Secured Parties. *See id.* ¶¶ 20, 22. The Committee objects to such waivers, especially given that there is no assurance that all reasonably projected and accrued administrative expenses, specifically including any claims arising under section 503(b)(9) of the Bankruptcy Code, will be paid in full.

23. The effect of the section 506(c) waiver is to eliminate a further avenue of recovery for the estates and to create a risk that the costs of the Debtors' cases will be borne by unsecured creditors rather than the Prepetition Secured Parties. This result contravenes the essential purpose of section 506(c) of the Bankruptcy Code. *See Precision Steel Shearing v. Fremont Fin. Corp. (In re Visual Indus.)*, 57 F.3d 321, 325 (3d Cir. 1995) (citation omitted) ("[Section] 506(c) is designed to prevent a windfall to the secured creditor . . . . The rule understandably shifts to the secured party . . . the costs of preserving or disposing of the secured party's collateral, which costs might otherwise be paid from the unencumbered assets of the bankruptcy estate . . . ."); *see also In re Codesco, Inc.*, 18 B.R. 225, 230 (Bankr. S.D.N.Y. 1982) ("The underlying rationale for charging a lienholder with the costs and expenses of preserving or disposing of the secured

collateral is that the general estate and unsecured creditors should not be required to bear the cost of protecting what is not theirs."). Indeed, courts have rejected the waiver of surcharge rights under section 506(c) under similar circumstances. *See, e.g.*, *In re Colad Grp., Inc.*, 324 B.R. 208, 224 (Bankr. W.D.N.Y. 2005) (refusing to approve a postpetition financing agreement to the extent that it sought to modify statutory rights and obligations created by the Bankruptcy Code by prohibiting any surcharge of collateral under section 506(c)).

24. Further, there should be no restriction on the Court's ability to implement equitable marshaling as to the Prepetition Secured Parties. Equitable marshaling in these cases may be important in order to enable asset values to be maximized for these estates, particularly given that there is substantial non-Debtor collateral to which the Prepetition Secured Parties should turn to first. *See Official Comm. v. Hudson United Bankr. (In re America's Hobby Ctr.)*, 223 B.R. 275, 287 (Bankr. S.D.N.Y. 1998); *Ramette v. United States (In re Bame)*, 279 B.R. 833 (B.A.P. 8th Cir. 2002) (invoking the marshaling doctrine against taxing authorities to benefit of unsecured creditors). For instance, the Debtors' assets may need to be marshaled at some point to ensure that the Prepetition Secured Parties are only permitted to turn to certain Unencumbered Assets to the extent that their adequate protection liens and superpriority claims, if allowed, are not otherwise satisfied from the proceeds of the Prepetition Collateral. Courts have granted such marshaling relief in prior cases. *See, e.g.*, *In re Samuel's Jewelers, Inc.*, No. 18-11818 (KJC), Docket No. 252 (Bankr. D. Del. Sept. 18, 2018); *In re The Weinstein Co. Holdings LLC*, No. 18-10601 (MFW), Docket No. 267 (Bankr. D. Del. Apr. 19, 2018); *In re The Bon-Ton Stores, Inc.*, No. 18-10248 (MFW), Docket No. 352 (Bankr. D. Del. Mar. 12, 2018); *In re Nine West Holdings, Inc.*, No. 18-10947 (SCC), Docket No. 450 (Bankr. S.D.N.Y. June 28, 2018); *In re Frank Theatres Bayonne/South Cove, LLC*, No. 18-34808 (SLM), Docket No. 212 (Bankr. D.N.J. Jan. 28, 2019);

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In re Westmoreland Coal Co., No. 18-35672 (DRJ), Docket No. 520 (Bankr. S.D. Tex. Nov. 15, 2018).

25. The Debtors also propose that the "equities of the case" exception under section 552(b) of the Bankruptcy Code not apply to the Prepetition Secured Parties with respect to proceeds or profits of their collateral. The "equities of the case" exception allows a debtor, committee, or other party in interest to exclude postpetition proceeds from prepetition collateral on equitable grounds, including to avoid having unencumbered assets fund the cost of a secured lender's adequate protection. "The purpose of the equity exception is to prevent a secured creditor from reaping benefits from collateral that has appreciated in value as a result of the trustee's/debtor-in-possession's use of other assets of the estate (which normally would go to general creditors) to cause the appreciated value." *In re Muma Servs.*, 322 B.R. 541, 558–59 (Bankr. D. Del. 2005) (quoting *Delbridge*, 104 B.R. at 826). Such rights should not be prospectively waived in these cases. *See In re Metaldyne Corp.*, No. 09-13412 (MG), 2009 WL 2883045, at *6 (Bankr. S.D.N.Y. June 23, 2009) ("[T]he Court, in its discretion, declines to waive prospectively an argument that other parties in interest may make. If, in the event, the Committee or any other party [in] interest argues that the equities of the case exception should apply to curtail a particular lender's rights, the Court will consider it."); *Sprint Nextel Corp. v. U.S. Bank Nat'l Ass'n (In re TerreStar Networks, Inc.)*, 457 B.R. 254, 272–73 (Bankr. S.D.N.Y. 2011) (finding that a request for a section 552(b) waiver was premature because the factual record had not been fully developed).

26. For these reasons, any final order entered on the Motion should not approve a section 506(c) surcharge waiver, marshaling waiver, or section 552(b) "equities of the case" waiver.

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III. The Lien Validation and Challenge Provisions are Objectionable

27. Through the Motion, the Debtors propose to circumscribe the Committee's ability to exercise its statutory duties. The Committee is given a paltry investigation budget of $50,000 and a Challenge Period of 60 calendar days from the date of the Committee's appointment to investigate the validity of the Prepetition Secured Parties' liens and claims and any possible affirmative claims that the estates may have against such parties. *See* Interim Order ¶¶ 4(f), 5(c). The circumstances underlying these chapter 11 cases require a thorough investigation that cannot and should not be rushed.

28. The Committee requests that: (i) any final order on the Motion contains a provision allowing for the Challenge Period to be extended by the Court for cause and (ii) the Committee's investigation budget should be increased to no less than $200,000.

29. Further, given that certain of the Debtors are limited liability companies, any final order on the Motion should confirm that the Committee has the right and standing to assert any available Challenge notwithstanding anything to the contrary under applicable nonbankruptcy law. *See, e.g.*, *Gavin/Solmonese LLC v. Citadel Energy Partners, LLC (In re Citadel Watford City Disposal Partners, L.P.)*, 603 B.R. 897, 908 (Bankr. D. Del. 2019) (dismissing the liquidating trustee's complaint asserting fiduciary duty claims of LLC and limited partnership debtors due to lack of standing, and finding the creditors' committee lacked standing, as assignor under the plan, where applicable state law offered no option for derivative standing for creditors, including of insolvent entities); *Official Comm. v. Comvest Grp. Holdings (In re HH Liquidation, LLC)*, 590 B.R. 211, 284 (Bankr. D. Del. 2018) ("[A creditors' committee's] rights to assert derivative claims are limited to the derivative standing of its members, none of whom have standing as creditors of a Delaware LLC to assert derivative claims of breach of fiduciary duty on behalf of the company.").

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IV. Other Objections

30. In addition to the foregoing, the Committee objects to the following provisions of the Proposed Final Order:

a. Remedies. The Prepetition Secured Parties' remedy in the event of a termination or default should be limited to termination of the Debtors' authority to use Cash Collateral, not automatic lifting of the stay so that the Prepetition Secured Parties can foreclose on the Debtors' assets on only five business days' notice. *See* Interim Order ¶ 12(a). The Prepetition Secured Parties should be required to file a motion seeking relief from the automatic stay before they are unilaterally permitted to foreclose on the Debtors' assets.

b. Adequate Protection Payments and Releases. Adequate protection payments on account of Prepetition ABL Obligations must be subject to Challenge rights and must not be irrevocable. *See* Interim Order ¶ 7(h). Likewise, the Debtors' release of the Prepetition Secured Parties must be expressly subject to Challenge rights. *See id.* ¶ 14.

c. Reporting. Any final order on the Motion should provide that the Committee shall have the same rights with respect to information, access, and reporting as the Prepetition Secured Parties and that the Committee shall receive the foregoing concurrently therewith, including advance notice of any amendments, waivers, or other modifications to the Approved Budget. Moreover, there should be no changes to the line items for Committee professional fees and expenses without the express written consent of the Committee.

d. Carve Out. The Carve Out should be expanded to include all budgeted administrative expenses and allowed section 503(b)(9) claims. Moreover, the

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Carve Out is proposed to be unlimited as to the Debtors' professional fees, but it is limited to the Approved Budget with respect to the Committee's professional fees. *See* Interim Order ¶ 13(a). The Committee should not be discriminated against in this way. The Committee's professional fee budget should be increased from $1 million to no less than $3.5 million in the aggregate (consisting of $1.75 million for Committee counsel and $1.75 million for the Committee's financial advisor).

WHEREFORE, the Committee requests that the Court decline to enter the Proposed Final Order for the reasons set forth herein and grant the Committee such other and further relief to which it may be entitled.

Dated: March 11, 2026

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Bradford J. Sandler

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Proposed Counsel to the Official Committee of Unsecured Creditors

This is Exhibit "V" referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Nashville, in the State of Tennessee, before me at the City of Toronto, in the Province of Ontario, on April 24, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

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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 27, 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.

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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 relief set forth on the following pages, numbered three (3) through eighty (80), is **ORDERED**.

DATED: March 27, 2026

Honorable Stacey L. Meisel
United States Bankruptcy Judge

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This matter came before this Court on the motion (the "**Motion**")[2] of the debtors and debtors in possession (collectively, the "**Debtors**") in the above-captioned cases (the "**Chapter 11 Cases**") seeking entry of an interim order (the "**Interim Order**") and a final order (the "**Final Order**," and together with the Interim Order, the "**Cash Collateral Orders**"), pursuant to sections 105, 361, 362, 363, 503, 506, 507, 510, and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "**Bankruptcy Code**"), Rules 2002, 4001, 6003, 6004, 7062, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rules 2002-1, 4001-1(a), 4001-3, and 9013-1 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey, dated August 1, 2025 (the "**Bankruptcy Local Rules**") *inter alia*:

(a) authorizing the Debtors' use of cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code, subject to the terms of the Cash Collateral Orders, and granting adequate protection to each of the Prepetition Secured Parties (as defined herein), as applicable, and their interests in the Prepetition Collateral (as defined herein) pursuant to sections 105, 361, 362, 363, and 507 of title 11 of the Bankruptcy Code to the extent of any Diminution in Value of such rights and interests on and after the Petition Date (as defined herein);

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion or in the *Declaration of Stephen Coulombe in Support of Debtors' Motion for Entry Of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Scheduling a Final Hearing, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* [Docket No. 35] (the "**First Day Declaration**").

(b) vacating and modifying the automatic stay arising under section 362 of the Bankruptcy Code in accordance with the provisions hereof, to the extent necessary to implement and effectuate the terms and provisions of the Cash Collateral Orders;

(c) waiving all the Debtors' rights to surcharge the Prepetition Collateral pursuant to section 506(c) of the Bankruptcy Code, and any "equities of the case" exception under section 552(b) of the Bankruptcy Code;

(d) waiving the equitable doctrine of "marshaling" with respect to any of the Prepetition Collateral for the benefit of any party other than the Prepetition Secured Parties; and

(e) granting related relief, all as more fully set forth herein.

This Court having considered the Motion, the exhibits thereto, the *Declaration of Stephen Coulombe in Support of Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Scheduling a Final Hearing, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* (the "**Coulombe Declaration**"), the First Day Declaration, and the evidence submitted and arguments made by the Debtors at the hearing, if necessary, before this Court on February 10, 2026 (the "**Interim Hearing**") and the hearing before this Court on March 27, 2026 (the "**Final Hearing**"); and due and proper notice of the Motion, the Interim Hearing, and the Final Hearing (if necessary) having been given as set forth in the Motion; and such notice having been adequate and appropriate under the applicable Bankruptcy Rules and Bankruptcy Local Rules; and the Interim Hearing and the Final Hearing (if necessary) having been held and concluded; and

notice of the Motion and opportunity for a hearing on the Motion having been appropriate and no other notice needing to be provided; and all objections, if any, to the relief requested in the Motion on a final basis having been withdrawn, resolved, or overruled by this Court; and this Court having determined that the legal and factual bases set forth in the Motion and at the Interim Hearing and the Final Hearing (if necessary) establish just cause for the relief granted herein; and it appearing that granting the relief requested in the Motion is fair and reasonable, in the best interests of the Debtors, and is essential for the continued operation of the Debtors' business and the preservation of the value of the Debtors' assets; and after due deliberation and consideration, and for good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING AND THE FINAL HEARING (IF NECESSARY), THIS COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[3]

A. Petition Date. On February 9, 2026 (the "**Petition Date**"), each of the Debtors filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "**Court**").

B. Debtors in Possession. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. The Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly

[3] The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

administered pursuant to Bankruptcy Rule 1015(b). On February 25, 2026, the United States Trustee for the District of New Jersey (the "**U.S. Trustee**") appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code [Docket No. 210] (the "**Committee**").

C. Jurisdiction and Venue. This Court has core jurisdiction over the Chapter 11 Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) 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.). This is a core proceeding pursuant to 28 U.S.C. § 157(b). The predicates for relief sought herein are sections 105, 361, 362, 363, 502, 503, 506, 507, and 552 of the Bankruptcy Code and Rules 2002, 4001, 6003, 6004, and 9014 of the Bankruptcy Rules. Venue for the Chapter 11 Cases and the proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Cash Collateral. Any and all cash of the Debtors, including cash, cash equivalents, and other amounts on deposit or maintained in any deposit account or any other account of the Debtors and any amounts generated by the collection of accounts receivable, the sale of inventory, or any other disposition of Prepetition Collateral (as defined herein), wherever located and whether existing as of the Petition Date or arising or acquired after the Petition Date, together with all proceeds of any of the foregoing, is cash collateral within the meaning of section 363(a) of the Bankruptcy Code (the "**Cash Collateral**") of the Prepetition Secured Parties (defined below). The Debtors are not able to use Cash Collateral without either (a) the Prepetition Secured Parties'

consent or (b) this Court's authorization after notice and a hearing pursuant to section 363(c)(2) of the Bankruptcy Code. The Prepetition Secured Parties have consented to the Debtors' use of the Cash Collateral, expressly limited to, and conditioned upon, the terms and conditions specified in the Cash Collateral Orders.

E. Debtors' Stipulations. In requesting the use of Cash Collateral (as defined herein), and in exchange for and as a material inducement to the consent of the Prepetition Secured Parties (as defined herein) to the use of their Cash Collateral, and subject only to the challenge rights set forth in paragraph 5 below (but subject to the limitations thereon contained herein), the Debtors, for themselves, their estates, and all representatives of such estates, acknowledge, represent, admit, stipulate, and agree as follows (collectively, the "**Debtors' Stipulations**"):

(i) *Prepetition ABL Loan Documents.* Prior to the Petition Date, certain of the Prepetition Secured Parties made loans, advances, and other extensions of credit pursuant to that certain Credit Agreement, originally dated as of December 7, 2020 (as amended, restated, supplemented, waived, or otherwise modified prior to the Petition Date, including pursuant to that certain Limited Consent and Seventh Amendment to Credit Agreement, dated as of February 8, 2026, the "**Prepetition ABL Credit Agreement**," and collectively with the Loan Documents (as defined in the Prepetition ABL Credit Agreement, and including that certain Canadian Limited Guarantee and Collateral Agreement, dated as of February 8, 2026 (the "**Canadian Guarantee Agreement**"), the "**Prepetition ABL Loan Documents**")), by and among (a) Penney Holdings LLC, as lead administrative borrower, and the other Loan Parties (as defined therein) party thereto (together with Penney Holdings LLC, collectively, the "**Prepetition ABL Loan Parties**"),

(b) Wells Fargo Bank, National Association ("**Wells Fargo**"), as administrative agent (solely in such capacity, the "**Prepetition ABL Administrative Agent**"), and (c) the Lenders (as defined in the Prepetition ABL Credit Agreement) from time to time party thereto with respect to the Revolving Loans, and any other Obligations (each as defined in the Prepetition ABL Credit Agreement) (collectively, the "**Prepetition ABL Lenders**," and collectively with the Prepetition ABL Administrative Agent and all other holders of Prepetition ABL Obligations (as defined herein), the "**Prepetition ABL Secured Parties**"). Each of the Prepetition ABL Loan Documents is valid, binding, non-voidable, and enforceable against the applicable Debtors in accordance with its terms.

(ii) *Prepetition Term Loan Documents.* Prior to the Petition Date, certain of the Prepetition Secured Parties made loans, advances, and other extensions of credit pursuant to that certain Credit Agreement, originally dated as of September 19, 2025 (as amended, restated, supplemented, waived, or otherwise modified prior to the Petition Date, including pursuant to that certain Limited Consent and First Amendment to Credit Agreement, dated as of February 8, 2026, the "**Prepetition Term Loan Credit Agreement**," and collectively with the Loan Documents (as defined in the Prepetition Term Loan Credit Agreement), the "**Prepetition Term Loan Documents**"), by and among (a) Penney Holdings LLC, as lead administrative borrower, and the other Loan Parties (as defined in the Prepetition Term Loan Credit Agreement) party thereto (together with Penney Holdings LLC, collectively, the "**Prepetition Term Loan Parties**"), (b) Whitehawk Capital Partners LP, as administrative and collateral agent (solely in such capacities, the "**Prepetition Term Loan Agent**"), and (d) the Lenders (as defined in the

Prepetition Term Loan Credit Agreement) from time to time party thereto with respect to the Loans and any other Obligations (each as defined in the Prepetition Term Loan Credit Agreement) (collectively, the "**Prepetition Term Loan Lenders**," and collectively with the Prepetition Term Loan Agent and all other holders of Prepetition Term Loan Obligations (as defined herein), the "**Prepetition Term Loan Secured Parties**"). Each of the Prepetition Term Loan Documents is valid, binding, non-voidable, and enforceable against the applicable Debtors in accordance with its terms.

(iii) *Prepetition Subordinated Loan Documents*. Prior to the Petition Date, certain of the Prepetition Secured Parties made loans, advances, and other extensions of credit pursuant to that certain Term Loan Credit, Guaranty and Security Agreement, dated as of February 23, 2024 (as amended, restated, supplemented, waived, or otherwise modified prior to the Petition Date, including pursuant to that certain Limited Consent and Third Amendment to Credit Agreement, dated as of February 8, 2026, the "**Prepetition Subordinated Loan Credit Agreement**," and together with the Prepetition ABL Credit Agreement and the Prepetition Term Loan Credit Agreement, the "**Prepetition Credit Agreements**," and the Prepetition Subordinated Loan Credit Agreement together with the Loan Documents (as defined in the Prepetition Subordinated Loan Credit Agreement), the "**Prepetition Subordinated Loan Documents**," and the Prepetition Subordinated Loan Documents collectively with the Prepetition ABL Loan Documents and the Prepetition Term Loan Documents, the "**Prepetition Loan Documents**"), by and among (a) Penney Holdings LLC, as lead administrative borrower, and the other Loan Parties (as defined in the Prepetition Subordinated Loan Credit Agreement) party thereto (together with

Penney Holdings LLC, collectively, the "**Prepetition Subordinated Loan Parties**"), (b) Copper Retail JV LLC, as administrative and collateral agent (solely in such capacities, the "**Prepetition Subordinated Loan Agent**," and collectively with the Prepetition ABL Administrative Agent and the Prepetition Term Loan Agent, the "**Prepetition Agents**"), and (c) the Lenders (as defined in the Prepetition Subordinated Loan Credit Agreement) from time to time party thereto with respect to the Loans and any other Obligations (each as defined in the Prepetition Subordinated Loan Credit Agreement) (collectively, the "**Prepetition Subordinated Loan Lenders**," and collectively with the Prepetition Subordinated Loan Agent and all other holders of Prepetition Subordinated Loan Obligations (as defined herein), the "**Prepetition Subordinated Loan Secured Parties**," and the Prepetition Subordinated Loan Secured Parties collectively with the Prepetition ABL Secured Parties and the Prepetition Term Loan Secured Parties, the "**Prepetition Secured Parties**"). Each of the Prepetition Subordinated Loan Documents is valid, binding, and, subject to applicable bankruptcy law, enforceable against the applicable Debtors in accordance with its terms.

(iv) *Prepetition ABL Obligations.* All indebtedness, liabilities, and obligations owing from time to time under the Prepetition ABL Loan Documents, specifically to the extent constituting Obligations (as defined in the Prepetition ABL Credit Agreement), and for the avoidance of doubt, including all fees, premiums, interest on interest, expenses of legal counsel and financial advisors, whether matured or unmatured, are collectively referred to herein as "**Prepetition ABL Obligations**." As of the Petition Date, each of the Debtors, without defense, counterclaim, or offset of any kind, were jointly and severally indebted and liable to the Prepetition

ABL Secured Parties under the Prepetition ABL Loan Documents in a principal amount not less than (x) $728,477,563 on account of Loans (as defined in the Prepetition ABL Credit Agreement), plus (y) additional amounts arising from and relating to Letters of Credit (as defined in the Prepetition ABL Credit Agreement) in the aggregate outstanding amount of $196,811,452.80, plus (z) all interest accrued and accruing thereon, together with all costs, fees, premiums, expenses (including attorneys' fees and legal expenses) and all other Obligations (as defined in the Prepetition ABL Credit Agreement) accrued, accruing, or otherwise chargeable in respect thereof or in addition thereto; *provided* that the liability of Debtor Eddie Bauer of Canada Corporation and Debtor 13051269 Canada Inc. (together, the "**Canadian Debtors,**" and Eddie Bauer LLC, SPARC EB Holdings LLC, and Eddie Bauer Gift Card Services LLC, the "**U.S. Debtors**") under the Prepetition ABL Loan Documents is limited to $6,384,000, subject to the terms of the Canadian Guarantee Agreement. The Prepetition ABL Obligations and the Prepetition ABL Loan Documents constitute (a) the legal, valid, binding, enforceable, and non-avoidable obligations and agreements of the Debtors, enforceable in accordance with their terms; and (b) allowed claims under sections 502 and 506 of the Bankruptcy Code. The Prepetition ABL Liens, the Prepetition ABL Obligations, and all payments made to any of the Prepetition ABL Secured Parties or applied to the Prepetition ABL Obligations owing under the Prepetition ABL Loan Documents prior to the Petition Date, are not subject to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or "claim" (as defined in the Bankruptcy Code) of any kind, nature or description pursuant to the Bankruptcy Code or other applicable law.

(v) *Prepetition Term Loan Obligations.* All indebtedness, liabilities, and obligations owing from time to time under the Prepetition Term Loan Documents, specifically to the extent constituting Obligations (as defined in the Prepetition Term Loan Credit Agreement), and for the avoidance of doubt, including all fees, premiums, interest on interest, expenses of legal counsel and financial advisors, whether matured or unmatured, are collectively referred to herein as "**Prepetition Term Loan Obligations**." As of the Petition Date, the applicable Debtors were indebted and liable under the Prepetition Term Loan Documents to the Prepetition Term Loan Lenders in respect of the Prepetition Term Loan Obligations for: (a) an aggregate principal amount of not less than $600,000,000 in respect of the Loans issued under the Prepetition Term Loan Credit Agreement; and (b) accrued and unpaid interest, fees, premiums, and costs, expenses (including any attorneys' and financial advisors' fees), charges, indemnities, and all other Obligations (as defined in the Prepetition Term Loan Credit Agreement) incurred or accrued with respect to the foregoing pursuant to, and in accordance with, the Prepetition Term Loan Documents. The Prepetition Term Loan Obligations and the Prepetition Term Loan Documents constitute (x) the legal, valid, binding, enforceable, and non-avoidable obligations and agreements of the applicable Debtors, enforceable in accordance with their terms; and (y) allowed claims under sections 502 and 506 of the Bankruptcy Code. The Prepetition Term Loan Liens, the Prepetition Term Loan Obligations, and all payments made to any of the Prepetition Term Loan Secured Parties or applied to the Prepetition Term Loan Obligations owing under the Prepetition Term Loan Documents prior to the Petition Date are not subject to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or "claim" (as defined in the

Bankruptcy Code) of any kind, nature, or description pursuant to the Bankruptcy Code or other applicable law.

(vi) *Prepetition Subordinated Loan Obligations.* All indebtedness, liabilities, and obligations owing from time to time under the Prepetition Subordinated Loan Documents, specifically to the extent constituting Obligations (as defined in the Prepetition Subordinated Loan Credit Agreement), and for the avoidance of doubt, including all fees, premiums, interest on interest, and expenses of legal counsel and financial advisors, whether matured or unmatured, are collectively referred to herein as "**Prepetition Subordinated Loan Obligations**," and the Prepetition ABL Obligations, the Prepetition Term Loan Obligations, and the Prepetition Subordinated Loan Obligations are, together, collectively referred to herein as the "**Prepetition Secured Obligations**." As of the Petition Date, the applicable Debtors were indebted and liable under the Prepetition Subordinated Loan Documents to the Prepetition Subordinated Loan Lenders in respect of the Prepetition Subordinated Loan Obligations for: (a) an aggregate principal amount of not less than $216,281,687 in respect of the Loans issued under the Prepetition Subordinated Loan Credit Agreement; and (b) accrued and unpaid interest, fees, and costs, expenses (including any attorneys' and financial advisors' fees), charges, indemnities, and all other Obligations (as defined in the Prepetition Subordinated Loan Credit Agreement) incurred or accrued with respect to the foregoing pursuant to, and in accordance with, the Prepetition Subordinated Loan Documents. The Prepetition Subordinated Loan Obligations and the Prepetition Subordinated Loan Documents constitute (x) the legal, valid, binding enforceable, and non-avoidable obligations and agreements of the applicable Debtors, enforceable in accordance

with their terms; and (y) allowed claims under sections 502 and 506 of the Bankruptcy Code. The Prepetition Subordinated Loan Liens, the Prepetition Subordinated Loan Obligations, and all payments made to any of the Prepetition Subordinated Loan Secured Parties or applied to the Prepetition Subordinated Loan Obligations owing under the Prepetition Subordinated Loan Documents prior to the Petition Date, are not subject to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or "claim" (as defined in the Bankruptcy Code) of any kind, nature, or description pursuant to the Bankruptcy Code or other applicable law.

(vii) *Prepetition Liens and Prepetition Collateral.* Pursuant to and as more particularly described in the Prepetition Loan Documents, and subject in all cases to the terms of the Intercreditor Agreements (as defined herein), as applicable, the Prepetition Secured Obligations are secured by, among other things, senior liens on, security interests in, and assignments and pledges of (collectively, the "**Prepetition Liens**," and as such Prepetition Liens secure Obligations under and as defined in the Prepetition ABL Credit Agreement, the Prepetition Term Loan Credit Agreement, and the Prepetition Subordinated Loan Credit Agreement, the "**Prepetition ABL Liens**," the "**Prepetition Term Loan Liens**," and the "**Prepetition Subordinated Loan Liens**," respectively), substantially all assets of the applicable Debtors as more fully described in the Prepetition Loan Documents, including without limitation, any property of the Debtors described as Collateral in the Prepetition Loan Documents (the "**Prepetition Collateral**"), subject, however, to other valid, perfected, and unavoidable senior priority liens and security interests existing as of the Petition Date, or coming into existence after the Petition Date to the extent permitted by the Bankruptcy Code and applicable law without

requiring Court authorization, securing valid, binding, and unavoidable obligations permitted under the Loan Documents or arising by operation of applicable law (collectively, the "**Permitted Encumbrances**"). The Prepetition Liens granted to the Prepetition Agents for the benefit of themselves and the Prepetition Secured Parties in the Prepetition Collateral pursuant to and in connection with the Loan Documents, including, without limitation, any security agreements, pledge agreements, mortgages, deeds of trust, deposit account control agreements, and other security documents executed by any of the Debtors in favor of any of the Prepetition Agents, (a) are valid, binding, perfected, enforceable, non-avoidable, properly perfected liens and security interests in the Debtors' assets, (b) are not subject, pursuant to the Bankruptcy Code or other applicable law, to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or "claim" (as defined in the Bankruptcy Code) of any kind, (c) are subject and/or subordinate only to Permitted Encumbrances, the Carve Out, and the Canadian Court Liens, and (d) constitute the legal, valid, and binding obligations of the Debtors, enforceable in accordance with the terms of the applicable Loan Documents.

(viii) *Validity of Prepetition ABL Obligations.* The Prepetition ABL Liens are (a) valid, binding, perfected, duly recorded, and enforceable liens on, and security interests in, the Prepetition Collateral, and (b) not subject to, pursuant to the Bankruptcy Code or other applicable law (foreign or domestic), avoidance, disallowance, reduction, recharacterization, recovery, subordination (whether equitable, contractual, or otherwise), attachment, setoff, offset, recoupment, counterclaim, defense, "claim" (as such term is defined in the Bankruptcy Code), impairment, or any other challenge of any kind by any person or entity. The Prepetition ABL

Liens were granted for fair consideration and reasonably equivalent value and were granted in consideration of the making and/or continued making of loans, commitments, and/or other financial accommodations under the Prepetition ABL Loan Documents. The Prepetition ABL Obligations owing to the Prepetition ABL Secured Parties constitute legal, valid, and binding obligations of the applicable Debtors, enforceable against them in accordance with their respective terms, and no portion of the Prepetition ABL Obligations or any payments made to the Prepetition ABL Secured Parties or applied to or paid on account of the Prepetition ABL Obligations owing under the Prepetition ABL Loan Documents prior to the Petition Date is subject to any contest, attack, rejection, recovery, recoupment, reduction, defense, counterclaim, setoff, offset, subordination (whether equitable, contractual, or otherwise), recharacterization, avoidance, or other claim, cause of action, or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law. The Prepetition ABL Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(ix) *Validity of Prepetition Term Loan Obligations.* The Prepetition Term Loan Liens are (a) valid, binding, perfected, duly recorded, and enforceable liens on, and security interests in, the Prepetition Collateral, and (b) not subject to, pursuant to the Bankruptcy Code or other applicable law (foreign or domestic), avoidance, disallowance, reduction, recharacterization, recovery, subordination (whether equitable, contractual, or otherwise), attachment, setoff, offset, recoupment, counterclaim, defense, "claim" (as such term is defined in the Bankruptcy Code), impairment, or any other challenge of any kind by any person or entity. The Prepetition Term Loan Liens were granted for fair consideration and reasonably equivalent value and were granted

in consideration of the making and/or continued making of loans, commitments, and/or other financial accommodations under the Prepetition Term Loan Documents. The Prepetition Term Loan Obligations owing to the Prepetition Term Loan Secured Parties constitute legal, valid, and binding obligations of the applicable Debtors, enforceable against them in accordance with their respective terms, and no portion of the Prepetition Term Loan Obligations or any payments made to the Prepetition Term Loan Secured Parties or applied to or paid on account of the Prepetition Term Loan Obligations owing under the Prepetition Term Loan Documents prior to the Petition Date is subject to any contest, attack, rejection, recovery, recoupment, reduction, defense, counterclaim, setoff, offset, subordination (whether equitable, contractual, or otherwise), recharacterization, avoidance, or other claim, cause of action, or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law. The Prepetition Term Loan Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(x) *Validity of Prepetition Subordinated Loan Obligations.* The Prepetition Subordinated Loan Liens are (a) valid, binding, perfected, duly recorded, and enforceable liens on, and security interests in, the Prepetition Collateral, and (b) not subject to, pursuant to the Bankruptcy Code or other applicable law (foreign or domestic), avoidance, disallowance, reduction, recharacterization, recovery, subordination (whether equitable, contractual, or otherwise), attachment, setoff, offset, recoupment, counterclaim, defense, "claim" (as such term is defined in the Bankruptcy Code), impairment, or any other challenge of any kind by any person or entity. The Prepetition Subordinated Loan Liens were granted for fair consideration and

reasonably equivalent value and were granted in consideration of the making and/or continued making of loans, commitments, and/or other financial accommodations under the Prepetition Subordinated Loan Documents. The Prepetition Subordinated Loan Obligations owing to the Prepetition Subordinated Loan Secured Parties constitute legal, valid, and binding obligations of the applicable Debtors, enforceable against them in accordance with their respective terms, and no portion of the Prepetition Subordinated Loan Obligations or any payments made to the Prepetition Subordinated Loan Secured Parties or applied to or paid on account of the Prepetition Subordinated Loan Obligations owing under the Prepetition Subordinated Loan Documents prior to the Petition Date is subject to any contest, attack, rejection, recovery, recoupment, reduction, defense, counterclaim, setoff, offset, subordination (whether equitable, contractual, or otherwise), recharacterization, avoidance, or other claim, cause of action, or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law. The Prepetition Subordinated Loan Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(xi) *No Control*. None of the Prepetition ABL Secured Parties or the Prepetition Term Loan Secured Parties controls (or in the past controlled) the Debtors or their properties or operations, has authority to determine the manner in which any of the Debtors' operations are conducted, or is a control person or insider of the Debtors or any of their affiliates by virtue of any of the actions taken with respect to, in connection with, related to, or arising from the Cash Collateral Orders or the Prepetition ABL Loan Documents or Prepetition Term Loan Documents, respectively.

(xii) *No Claims Against Prepetition ABL Secured Parties, Prepetition Term Loan Secured Parties, or Prepetition Subordinated Loan Secured Parties*. The Debtors hold no valid or enforceable "claims" (as defined in the Bankruptcy Code), counterclaims, causes of action, defenses, or setoff rights of any kind (including any challenge, avoidance, disallowance, disgorgement, recharacterization, or subordination) against any of the Prepetition ABL Secured Parties, Prepetition Term Loan Secured Parties, Prepetition Subordinated Loan Secured Parties, and/or the Prepetition Collateral. Each Debtor hereby forever waives and releases any and all "claims" (as defined in the Bankruptcy Code), counterclaims, causes of action, defenses, or setoff rights against each of the Prepetition ABL Secured Parties, Prepetition Term Loan Secured Parties, Prepetition Subordinated Loan Secured Parties, and each of their respective officers, directors, employees, agents, sub-agents, attorneys, consultants, advisors, and affiliates, in each case in their capacities as such, and the Collateral, whether arising at law or in equity, under tort (including lender liability) or contract, including recharacterization, subordination, avoidance, or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable state or federal law.

(xiii) *Prepetition Intercreditor Agreements*.

a) *ABL-Term Loan Intercreditor Agreement*. Reference is made to that certain Intercreditor Agreement, dated as of September 19, 2025 (as amended, restated, supplemented, waived, or otherwise modified prior to the Petition Date, the "**ABL-Term Loan Intercreditor Agreement**"), by and among (i) the Prepetition ABL Administrative Agent, (ii) the Prepetition Term Loan Agent, and (iii) Penney Intermediate Holdings LLC, as holdings,

(iv) Penney Borrower LLC, as lead borrower, and (v) the Prepetition ABL Loan Parties and the Prepetition Term Loan Parties from time to time party thereto. Among other things, the ABL-Term Loan Intercreditor Agreement governs the rights, interests, obligations, priorities, and positions of the liens and claims of the Prepetition ABL Secured Parties and the Prepetition Term Loan Secured Parties with respect to the Prepetition Liens and the Prepetition Collateral. Pursuant to the ABL-Term Loan Intercreditor Agreement, the parties thereto agreed, among other things, that any lien on the ABL Priority Collateral (as defined in the ABL-Term Loan Intercreditor Agreement) securing or purporting to secure any Prepetition ABL Obligations shall have priority over and be senior in all respects and prior to any lien on the ABL Priority Collateral securing or purporting to secure any Prepetition Term Loan Obligations. Pursuant to the ABL-Term Loan Intercreditor Agreement, the parties thereto agreed, among other things, that any lien on the Term Loan Priority Collateral (as defined in the ABL-Term Loan Intercreditor Agreement) securing or purporting to secure any Prepetition Term Loan Obligations shall have priority over and be senior in all respects and prior to any lien on the Term Loan Priority Collateral securing or purporting to secure any Prepetition ABL Obligations.

b) *Senior-Subordinated Intercreditor Agreement*. Reference is made to that certain Intercreditor Agreement, dated as of September 19, 2025 (as amended, restated, supplemented, waived, or otherwise modified prior to the Petition Date, the "**Senior-Subordinated Intercreditor Agreement**," and together with the ABL-Term Loan Intercreditor Agreement, the "**Intercreditor Agreements**"), by and among (i) the Prepetition ABL Administrative Agent, (ii) the Prepetition Term Loan Agent, (iii) the Prepetition Subordinated

Loan Agent, and (iv) the Prepetition ABL Loan Parties, the Prepetition Term Loan Parties, and the Prepetition Subordinated Loan Parties from time to time party thereto. Among other things, the Senior-Subordinated Intercreditor Agreement governs the rights, interests, obligations, priorities, and positions of the liens and claims of the Prepetition ABL Secured Parties, the Prepetition Term Loan Secured Parties, and the Prepetition Subordinated Loan Secured Parties with respect to the Prepetition Liens and the Prepetition Collateral. Pursuant to the Senior-Subordinated Intercreditor Agreement, the parties thereto agreed, among other things, that any lien on the Prepetition Collateral securing or purporting to secure any Prepetition ABL Obligations or Prepetition Term Loan Obligations shall, subject to the terms of the ABL-Term Loan Intercreditor Agreement, have priority over and be senior in all respects and prior to any lien on the Prepetition Collateral securing or purporting to secure any Prepetition Subordinated Loan Obligations.

c) Pursuant to section 510 of the Bankruptcy Code, the Intercreditor Agreements and any other applicable intercreditor or subordination provisions contained in any of the other Prepetition Loan Documents (i) are in full force and effect, (ii) shall continue to govern the relative priorities, rights, and remedies of the Prepetition Secured Parties (including the relative priorities, rights, and remedies of such parties with respect to replacement liens, administrative expense claims, and superpriority administrative expense claims granted or amounts payable in respect thereof by the Debtors under the Cash Collateral Orders or otherwise), and (iii) shall not be deemed to be amended, altered, or modified by the terms of this Final Order, unless otherwise expressly set forth herein.

F. Adequate Protection for the Prepetition Secured Parties. The Prepetition Secured Parties are entitled to receive adequate protection pursuant to sections 361, 362, and 363 of the Bankruptcy Code for any diminution in the value, from and after the Petition Date, of their respective interests in the Prepetition Collateral, including, without limitation, the amount of Cash Collateral used by any Debtor during these Chapter 11 Cases resulting from the imposition of the stay, the funding of the Carve Out to the extent set forth herein, any other act or omission which may cause diminution in the value of its rights or interests in the Prepetition Collateral, the use, sale, or lease of the Prepetition Collateral, or from the granting of a security interest in the Prepetition Collateral, net of any cash payments actually received by the applicable Prepetition Secured Parties on account of the Weekly Paydowns (as defined herein) (collectively, the "**Diminution in Value**"); *provided*, that nothing set forth herein shall be construed as a determination or finding as to the amount of any Diminution in Value of the Prepetition Collateral. As adequate protection therefor, the Prepetition Secured Parties will receive the adequate protection described in the Cash Collateral Orders, including the adequate protection set forth in paragraph 7 hereof. In exchange for such adequate protection, the Prepetition Secured Parties have consented to the Debtors' use of the Cash Collateral, solely on the terms and conditions set forth in the Cash Collateral Orders. The adequate protection and other benefits and privileges provided herein by the Debtors are consistent with and authorized by section 363 and all other relevant provisions of the Bankruptcy Code and are necessary to obtain the Prepetition Secured Parties' consent to the use of the Cash Collateral. The terms of the proposed adequate protection arrangements and of the use of the Collateral (as defined herein), including the Cash Collateral,

are fair and reasonable, reflect the Debtors' prudent exercise of business judgment, and constitute reasonably equivalent value and fair consideration for the use of Cash Collateral. The Prepetition Secured Parties reserve the right to seek additional adequate protection beyond the adequate protection provided in the Cash Collateral Orders, and nothing in the Cash Collateral Orders or otherwise shall be deemed or construed to limit, impair, or otherwise prejudice the Prepetition Secured Parties' rights to seek and/or obtain such other or additional adequate protection or any other relief during these Chapter 11 Cases.

G. Good Cause. Good cause has been shown for immediate entry of this Final Order, and the entry of this Final Order is in the best interests of the Debtors, the Estates, and their stakeholders. Among other things, the relief granted herein will avoid distracting litigation, added administrative expense, possible delay, and will minimize disruption of the Debtors' businesses and permit the Debtors to immediately satisfy expenses necessary to maximize the value of the Estates.

H. Good Faith. The terms of the Cash Collateral arrangement described herein are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration. The Debtors' use of Cash Collateral in accordance with the terms hereof has been negotiated in good faith and at arms' length among the Debtors and the Prepetition ABL Administrative Agent, the Prepetition Term Loan Agent, and the Prepetition Subordinated Loan Agent, and the consent of the Prepetition ABL Administrative Agent, the Prepetition Term Loan Agent, and the Prepetition Subordinated Loan Agent to the Debtors' use of the Cash Collateral in accordance with the terms

hereof shall be deemed to have been made in good faith. Accordingly, the claims, superpriority claims, replacement liens, and other protections granted to the Prepetition ABL Secured Parties, the Prepetition Term Loan Secured Parties, and the Prepetition Subordinated Loan Secured Parties pursuant to the Cash Collateral Orders will not be affected by any subsequent reversal, modification, vacatur, amendment, reargument, or reconsideration of the Cash Collateral Orders or any other order, solely to the extent such claims, superpriority claims, replacement liens, and other protections exist as of the date of any such subsequent reversal, modification, vacatur, amendment, reargument, or reconsideration.

I. Proper Exercise of Business Judgment; Arm's-Length, Good-Faith Negotiations. Based on the Motion, the First Day Declaration, the Coulombe Declaration, and the record presented to this Court at the Interim Hearing and the Final Hearing (if necessary), (i) the adequate protection to be granted to the Prepetition Secured Parties hereunder, (ii) the terms on which the Debtors may continue to use Prepetition Collateral (including Cash Collateral) as reflected herein, and (iii) the Cash Collateral arrangements described herein pursuant to the Cash Collateral Orders, in each case: (a) are fair, reasonable, and the best available to the Debtors under the circumstances; (b) reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties; and (c) are supported by reasonably equivalent value and fair consideration. The Debtors' use of Prepetition Collateral (including Cash Collateral) was negotiated in good faith and at arm's length among the Debtors and the Prepetition Secured Parties.

J. Consent by Prepetition Secured Parties. The Prepetition Secured Parties have consented to, or are deemed to consent under, the applicable Intercreditor Agreement to the

Debtors' use of Cash Collateral, in accordance with and subject to the terms and conditions provided for in the Cash Collateral Orders, including the respective rights and obligations of the Prepetition Secured Parties set forth in the Intercreditor Agreements.

K. Notice. In accordance with Bankruptcy Rules 2002, 4001(b) and (d), and 9014, the Bankruptcy Local Rules, notice of the Interim Hearing and the Final Hearing (if necessary) and the relief requested in the Motion has been provided by the Debtors. The notice given by the Debtors of the Motion, the relief requested therein, and of the Interim Hearing and the Final Hearing (if necessary) is good, sufficient, and appropriate and complies with the requirements of the Bankruptcy Rules, and no other or further notice is required.

Based upon the forgoing findings of fact and conclusions of law, the Motion, the record before this Court with respect to the Motion, and after due consideration and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. Motion Granted. The Motion is GRANTED on a final basis, as set forth herein. Any objection to the entry of the Cash Collateral Orders, to the extent not withdrawn, waived, or resolved, is hereby denied and overruled.

2. Authorization to Use Cash Collateral. The Debtors are hereby authorized, on a final basis, to use the Cash Collateral solely in accordance with and to the extent set forth in the Approved Budget (as defined herein) and this Final Order (including the Carve Out) during the period commencing on the date of this Final Order through the Termination Date (as defined herein) (the "**Cash Collateral Period**"), in an amount not to exceed at any time, prior to the

payment in full of the Prepetition Secured Parties, the aggregate amount of disbursements projected in the Approved Budget (as defined herein), subject to the Permitted Variances (as defined herein) and the other terms of paragraph 4(e), from the Petition Date through the date of measurement, or such other amounts that may be agreed to in writing by the Prepetition ABL Administrative Agent in its Permitted Discretion.[4]

3. Minimum Sweep Balance. Subject to the Carve Out, commencing on Friday, March 6, 2026, and on each Friday thereafter, the Debtors shall calculate for the purpose of determining the Weekly Paydown Amount (as defined herein), as of any date of determination: (a) the Debtors' good faith estimate of the actual ending cash balance as of the end of the determination date, *less* (b) the amount set forth in the line item titled "Ending Book Cash" for the week of the determination date in the applicable Approved Budget, *less* (c) all outstanding and unpaid disbursements through the determination date in the applicable Approved Budget, *less* (d) the greater of (i) zero, and (ii) (x) actual total cash receipts through the determination date *less* (y) the amount set forth in the line item titled "Cash Receipts" through the determination date in the applicable Approved Budget, *less* (e) the amount, if any, by which the amount due to be funded into the Funded Reserve Account pursuant to paragraph 13 hereof for such week exceeds the amount set forth in the line item titled "Professional Fees" for the week of the determination date in the applicable Approved Budget, *less* (f) the incremental amount attributable to the Permitted Variance applicable to such outstanding and unpaid disbursements referenced in (c) of this

[4] "**Permitted Discretion**" as used herein shall mean acting reasonably from the standpoint of a secured asset-based lender or secured term loan lender, as applicable.

paragraph (the "**Minimum Sweep Balance**"). The Minimum Sweep Balance will be funded in accordance with the Approved Budget and from the proceeds of the Prepetition Collateral (including Cash Collateral).

4. Budget.

(a) Subject to the other provisions of this Final Order, the Debtors may use Cash Collateral during the Cash Collateral Period only to pay the expenses set forth in the 13-week cash collateral budget, a summary of which is attached as **Exhibit 1** hereto (as the same may be updated from time to time with the prior written consent of the Prepetition ABL Administrative Agent, the "**Approved Budget**") in the amounts and during the periods in which such expenses are projected in the Approved Budget to be paid, subject to the Permitted Variances and the other terms of paragraph 4(e). Each Approved Budget shall be delivered to counsel to the Committee and the U.S. Trustee.

(b) Beginning on the first Wednesday that is at least 28 calendar days after the Petition Date, and every 28 calendar days thereafter, as applicable, the Debtors shall provide a revised budget updating the budget line items only for the 13-week period following delivery of such revised budget (each, a "**Proposed Budget**") to the Prepetition ABL Administrative Agent by 5:00 p.m. (prevailing Eastern Time), which Proposed Budget shall be acceptable to the Debtors and the Prepetition ABL Administrative Agent in its Permitted Discretion. If the Prepetition ABL Administrative Agent approves of the Proposed Budget in writing (with e-mail to counsel to the Debtors being sufficient), then such Proposed Budget shall be deemed the Approved Budget for the period covered thereby. If the Prepetition ABL Administrative Agent does not approve the

Proposed Budget in writing, then the then-existing Approved Budget shall remain the Approved Budget until an updated Approved Budget has been approved; *provided*, that in such case, when the period covered by the previously Approved Budget expires, the Approved Budget will be derived in a manner reasonably satisfactory to the Debtors and the Prepetition ABL Administrative Agent and consistent with the weekly details set forth in the previously Approved Budget.

(c) Beginning on Wednesday during the third full week following the Petition Date, and every third business day of the week thereafter, the Debtors shall deliver a budget variance report (the "**Budget Variance Report**") to the Prepetition Agents and the Committee by 5:00 p.m. (prevailing Eastern Time). Beginning with the fourth full week following the Petition Date, the Budget Variance Report shall set forth on a line-item basis, as of the preceding Saturday of such week, variances of all actual amounts received or disbursed relative to the amounts projected for each such line-item in the Approved Budget for the prior cumulative four-week period (each, a "**Testing Period**"). Each Budget Variance Report shall also show cash balances.

(d) To the extent requested, the Debtors' financial advisor, Berkeley Research Group, LLC, shall, beginning in the third full week following the Petition Date, establish a standing weekly call with advisors to the Prepetition Secured Parties to address questions related to the Budget Variance Report and other information that is reasonably requested by any Prepetition Agent.

(e) Notwithstanding the Approved Budget, the following limited variances shall be permitted (each such variance, a "**Permitted Variance**," and all Permitted Variances collectively, the "**Permitted Variances**"), each measured at the end of each applicable Testing

Period: (i) the actual total receipts during such Testing Period shall not be less than 85% of the total projected receipts set forth in the Approved Budget for such Testing Period; and (ii) the actual total disbursements during such Testing Period shall not exceed 110% of the projected disbursements set forth in the Approved Budget for such Testing Period; *provided*, that for purposes of calculating the Permitted Variance, neither the projected amount nor the actual amount of the following disbursements shall be included in such calculation: (i) Allowed Professional Fees incurred by the Debtors, the Committee, and the Information Officer and its counsel in the Canadian Proceeding; (ii) amounts owed to the U.S. Trustee; (iii) fees and expenses owed to the Prepetition Secured Parties; (iv) any disbursements paid to the Debtors' claims and noticing agent; and (v) fees and expenses of Hilco Merchant Resources, LLC and SB360 Capital Partners, LLC, as set forth in the Agency Agreement attached as Exhibit A to the *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*.

(f) Notwithstanding anything to the contrary set forth herein or otherwise, neither Cash Collateral nor the Carve Out may be used (i) to investigate, initiate, or prosecute (except as expressly provided in this section 4(f)), initiation, prosecution, joinder to, or financing of the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, or other litigation of any type (A) against the Prepetition Secured Parties or seek relief that would impair the rights and remedies of the Prepetition Secured Parties under the Prepetition Loan Documents or the Cash Collateral Orders, including, without

limitation, for the payment of any services rendered by the professionals retained by the Debtors or the Committee in connection with the assertion of or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense, or other contested matter, that is adverse to the interests of any of the Prepetition Secured Parties; (B) invalidating, setting aside, avoiding, or subordinating, in whole or in part, any of the Prepetition Secured Obligations or Prepetition Liens on Prepetition Collateral or any portion thereof; or (C) for monetary, injunctive, or other affirmative relief against any of the Prepetition Secured Parties or with respect to any of the Prepetition Liens on the Prepetition Collateral; (ii) for objecting to or challenging in any way the legality, validity, priority, perfection, or enforceability of any claims, liens, or interests (including the Prepetition Liens) held by or on behalf of any of the Prepetition Secured Parties; (iii) for asserting, commencing, or prosecuting any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions (as defined herein) against any of the Prepetition Secured Parties; (iv) for prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of any of the Prepetition Liens, the Prepetition Secured Obligations, or any other rights or interests of the Prepetition Secured Parties under the Prepetition Loan Documents or herein; or (v) preventing, hindering, or otherwise delaying the exercise by any of the Prepetition Agents or any other Prepetition Secured Party of any rights under the Cash Collateral Orders; *provided*, *however*, that an amount up to $50,000 of Cash Collateral nevertheless may be used exclusively by the Committee solely to investigate the foregoing matters within the Challenge Period (as defined herein).

(g) Notwithstanding anything to the contrary in the Prepetition Loan Documents, to the extent not cash collateralized prior to the Petition Date or set forth in the Approved Budget, the Debtors may, but shall not be required to, cash collateralize any letters of credit or any similar instrument outstanding under the Prepetition Loan Documents.

(h) The Prepetition ABL Administrative Agent may, in its discretion, agree in writing to the use of the Cash Collateral (i) in a manner or amount which does not conform to the Approved Budget (each such approved non-conforming use of Cash Collateral, a "**Non-Conforming Use**") or (ii) for a period following the Termination Date (such period, the "**Subsequent Budget Period**"). If such written consent is given, the Debtors shall be authorized pursuant to this Final Order to expend Cash Collateral for any such Non-Conforming Use or any such Subsequent Budget Period in accordance with a subsequent Approved Budget (a "**Subsequent Budget**") without further Court approval, and the Prepetition Agents and other Prepetition Secured Parties shall be entitled to all of the protections specified in this Final Order for any such use of Cash Collateral; *provided*, that each such permitted Non-Conforming Use shall be deemed a modification to the Approved Budget for all testing purposes. The Debtors shall provide notice of any Non-Conforming Use, Subsequent Budget Period, and Subsequent Budget to the U.S. Trustee and counsel to the Committee two (2) business days prior to implementation.

5. Effect of Stipulation on Third Parties.

(a) Subject to the terms of paragraph 5(b), each stipulation, admission, and agreement contained in the Cash Collateral Orders including, without limitation, the Debtors' Stipulations, shall be binding upon the Debtors, their estates, and any successors thereto (including,

without limitation, any chapter 7 or chapter 11 trustee appointed or elected for the Debtors), creditors, responsible persons, examiners with expanded powers, any other estate representatives, and any other third parties and all of their successors in interest and assigns, including, without limitation, the Committee, under all circumstances and for all purposes, and the Debtors are deemed to have irrevocably waived and relinquished all Challenges (as defined herein) as of the date of the Petition Date.

(b) Nothing in this Final Order shall prejudice the rights of the Committee or any other party in interest, if granted standing by the Court, to seek, solely in accordance with the provisions of this paragraph 5(b), to assert claims against any of the Prepetition Agents or any other Prepetition Secured Parties, on behalf of the Debtors or the Debtors' creditors or to otherwise challenge the Debtors' Stipulations, including, in relation to (i) the validity, extent, priority, or perfection of the security interests, and liens of the Prepetition Agents or any other Prepetition Secured Parties, (ii) the validity, allowance, priority, or amount of the Prepetition ABL Obligations, the Prepetition Term Loan Obligations, or the Prepetition Subordinated Loan Obligations, or (iii) any liability of the any of the Prepetition Secured Parties with respect to anything arising from the Loan Documents, in each case whether under sections 502 or 506 of the Bankruptcy Code or otherwise (collectively, the "**Prepetition Lien and Claim Matters**"); *provided*, that, solely to the extent that any such party in interest (including the Committee) with standing and requisite authority (other than the Debtors, as to which any Challenge is irrevocably waived and relinquished) timely files the appropriate papers, and timely commences the appropriate proceeding required under the Bankruptcy Code and Bankruptcy Rules, including,

without limitation, as required pursuant to Part VII of the Bankruptcy Rules (in each case subject to the limitations set forth in paragraph 4(f) of this Final Order) challenging (or to the extent challenging) the Prepetition Lien and Claim Matters (each such proceeding or appropriate pleading commencing a proceeding or other contested matter, a "**Challenge**") by no later than, (x)(i) with respect to the Committee, the earlier of (A) the Effective Date of the Plan (as defined therein) and (B) May 15, 2026, and (ii) with respect to all other parties in interest, the earlier of (A) seventy-five (75) calendar days from the Petition Date and (B) the date that this Court confirms the Plan, unless such date is extended in writing by the Debtors (e-mail being sufficient), subject to the written consent of each of the Prepetition Agents (e-mail being sufficient) (collectively, the "**Challenge Period**"). The timely filing of a motion seeking standing to file a Challenge before the termination of the Challenge Period that attaches a proposed pleading commencing such Challenge shall toll the Challenge Period only as to the party that timely filed such standing motion and only as to the specific claims and causes of action raised in such standing motion until such motion is resolved or adjudicated by the Court. Any pleadings filed in any Challenge proceeding shall set forth with specificity the basis for such Challenge, and any Challenge not so specified prior to the Challenge Period shall be deemed forever waived, released, and barred.

(c) *Binding Effect.* To the extent no Challenge is timely and properly commenced during the Challenge Period by a party in interest with requisite standing, or to the extent such proceeding does not result in a final and non-appealable judgment or order of this Court that is inconsistent with the Prepetition Lien and Claim Matters, then, without further notice, motion, or application to, order of, or hearing before this Court, and without the need or

requirement to file any proof of claim, the Prepetition Lien and Claim Matters shall, pursuant to this Final Order, become final, conclusive, and binding on the Debtors, their estates, all creditors, any person, entity, or party in interest in the Chapter 11 Cases, and the successors and assigns, as applicable, of any of the foregoing, and in any Successor Cases (as defined herein) for all purposes and shall not be subject to challenge or objection by any party in interest, including, without limitation, a trustee, responsible individual, examiner with expanded powers, or other representative of the Debtors' estates. More specifically, as to (i) any parties in interest, including the Committee, that fail to file a Challenge within the Challenge Period, or if any such Challenge is filed and overruled, or (ii) any and all matters that are not expressly the subject of a timely Challenge: (A) any and all such Challenges by any party (including, without limitation, the Committee, any chapter 11 trustee, any examiner, or any other estate representative appointed in the Chapter 11 Cases, or any chapter 7 trustee, any examiner, or any other estate representative appointed, as applicable, in any Successor Cases), shall be deemed to be forever waived and barred; (B) all of the findings, Debtors' Stipulations, waivers, releases, affirmations, and other stipulations hereunder as to the priority, extent, validity, and enforceability as to the Prepetition Liens and the Prepetition Secured Obligations shall be of full force and effect and forever binding upon the Debtors' estates and all creditors, interest holders, and other parties in interest in the Chapter 11 Cases and any Successor Cases; and (C) the Prepetition Secured Parties and each of their respective agents, officers, directors, employees, attorneys, consultants, professionals, successors, and assigns shall be deemed released and discharged from all claims and causes of

action arising out of or in any way relating to the Prepetition Lien and Claim Matters and shall not be subject to any further objection or challenge by any party at any time.

(d) *No Standing.* Nothing in this Final Order vests or confers on any "person" (as such term is defined in the Bankruptcy Code), including the Committee, standing or authority to pursue any claim or cause of action belonging to the Debtors and/or their estates, including, without limitation, any Challenge with respect to the Prepetition Loan Documents, the Prepetition Liens, and/or the Prepetition Secured Obligations.

6. Termination Date. Unless otherwise ordered by this Court, the Debtors' authorization, and the Prepetition Secured Parties' consent, subject in all circumstances to the respective rights and obligations of the Prepetition Secured Parties set forth in the Intercreditor Agreements, to use Cash Collateral in accordance with this Final Order shall terminate on the earliest to occur of (the "**Termination Date**"): (a) the date that is 45 days after the Petition Date, unless such date is extended pursuant to the written consent of the Prepetition ABL Administrative Agent and the Prepetition Term Loan Agent (which may be by e-mail among counsel to the Debtors, counsel to the Prepetition ABL Secured Parties and counsel to the Prepetition Term Loan Secured Parties); *provided*, that the Termination Date shall be extended to 180 calendar days after the Petition Date upon entry of this Final Order; (b) consummation of a confirmed chapter 11 plan in the Chapter 11 Cases; and (c) the delivery by the Prepetition ABL Administrative Agent to counsel to the Debtors, counsel to the Prepetition Term Loan Agent, counsel to the Prepetition Subordinated Loan Agent, and counsel to the Committee of notice of the occurrence of a Termination Event and the expiration of the Remedies Notice Period.

7. Adequate Protection. As adequate protection against any postpetition Diminution in Value of the Prepetition Secured Parties' interests in the Collateral (including Cash Collateral) resulting from: (a) the imposition of the automatic stay or (b) the Debtors' use, sale, or disposition of the Collateral (including Cash Collateral) during the Chapter 11 Cases (the "**Adequate Protection Obligations**"), the Prepetition Agents, for themselves and for the benefit of the Prepetition Secured Parties, as applicable, shall receive the following adequate protection (collectively, the "**Adequate Protection Package**"):

(a) *Adequate Protection Liens for the Prepetition ABL Secured Parties*. Subject to the Carve Out, the Canadian Court Liens, the terms of this Final Order, and the terms of the Intercreditor Agreements, pursuant to sections 361 and 363(e) of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, including, without limitation, the Debtors' Stipulations, the Prepetition ABL Administrative Agent, for itself and for the benefit of the Prepetition ABL Secured Parties, effective as of the Petition Date, is hereby granted, solely to the extent of any Diminution in Value of the Prepetition Collateral, if any, and pursuant to sections 361 and 363 of the Bankruptcy Code, valid, binding, enforceable, non-avoidable, and automatically perfected replacement liens ("**ABL Adequate Protection Liens**") upon and security interests in all of each Debtor's presently owned or hereafter acquired property and assets, whether such property and assets were acquired by such Debtor before or after the Petition Date, of any kind or nature, whether real or personal, tangible or intangible, wherever located, and the proceeds and products thereof, including, subject to and effective upon entry of this Final Order, all proceeds of transfers or obligations avoided or actions maintained pursuant to chapter 5 of the Bankruptcy

Code or section 724(a) of the Bankruptcy Code or any other avoidance actions under the Bankruptcy Code or applicable state law or foreign law equivalents (such actions, "**Avoidance Actions**" and any proceeds therefrom "**Avoidance Proceeds**") and any proceeds or value received by the Debtors in connection with a disposition of any leasehold interests (whether by sale, financing, or other disposition or form of transfer, termination, or transaction) (collectively, to the extent acquired after the Petition Date, the "**Postpetition Collateral**" and, together with the Prepetition Collateral and the Cash Collateral, the "**Collateral**"); *provided* that (i) the ABL Adequate Protection Liens shall not attach to (A) any of the Debtors' leasehold interests of non-residential real property that prohibit or restrict the granting of such liens in the applicable lease unless otherwise permitted pursuant to applicable non-bankruptcy law, (B) any insurance or proceeds therefrom for damage to a landlord's property other than any residual interest the Debtors may have in such insurance or proceeds, or (C) any pre-paid rent other than any residual interest the Debtors may have in such prepaid rent; and (ii) shall not prime any secured interest a landlord may have in any security deposits (in possession of the landlord) held by such landlord pursuant to a real property lease with the Debtors. The ABL Adequate Protection Liens shall be subject or junior only to (v) the Carve Out, (w) the Permitted Encumbrances, (x) the Canadian Court Liens, (y) subject to the Intercreditor Agreements, the Term Loan Adequate Protection Liens on the Term Loan Priority Collateral, and (z) subject to the Intercreditor Agreements, the Prepetition Term Loan Liens on the Term Loan Priority Collateral. Moreover, the ABL Adequate Protection Liens shall not be subject or subordinate to or made *pari passu* with (x) any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy

Code, (y) any intercompany claim, whether secured or unsecured, of any Debtor or any domestic or foreign subsidiary or affiliate of any Debtor, or (z) any other lien or security interest under sections 361, 363, or 364 of the Bankruptcy Code or otherwise, except as expressly provided in this Final Order or the Intercreditor Agreements. The ABL Adequate Protection Liens shall be enforceable against and binding upon the Debtors, their estates, and any successors thereto, including, without limitation, any trustee, examiner, or other estate representative appointed in the Chapter 11 Cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (each, a "**Successor Case**"). For the avoidance of doubt, this Final Order shall be sufficient and conclusive evidence of the attachment, validity, perfection, and priority of the ABL Adequate Protection Liens, without any further act and without the necessity of the execution, filing, or recording of any financing statement, mortgage, security agreement, pledge agreement, notice, or other instrument or document, or the registration of liens on any certificates of title, that may otherwise be required under the law or regulation of any jurisdiction, or the taking of any other action (including, without limitation, entering into any deposit account control agreement or other act to take possession or control of any Postpetition Collateral, subject to the terms of the Intercreditor Agreements) to attach, validate, perfect, or prioritize such liens and security interests, or to entitle the Prepetition ABL Secured Parties to the priorities granted herein.

(b) *Adequate Protection Liens for the Prepetition Term Loan Secured Parties*. Subject to the Carve Out, the Canadian Court Liens, the terms of this Final Order, and the terms of the Intercreditor Agreements, pursuant to sections 361 and 363(e) of the Bankruptcy Code,

and in consideration of the stipulations and consents set forth herein, including, without limitation, the Debtors' Stipulations, the Prepetition Term Loan Agent, for itself and for the benefit of the Prepetition Term Loan Secured Parties, effective as of the Petition Date, is hereby granted, solely to the extent of any Diminution in Value of the Prepetition Collateral, if any, and pursuant to sections 361 and 363 of the Bankruptcy Code, valid, binding, enforceable, non-avoidable, and automatically perfected replacement liens on and security interests (the "**Term Loan Adequate Protection Liens**") in all of the Collateral of the applicable Debtors without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages, or other similar documents, including all of the right, title, and interest of the Debtors and their "estates" (as created pursuant to section 541(a) of the Bankruptcy Code) in, to, and under the Postpetition Collateral; *provided* that (i) the Term Loan Adequate Protection Liens shall not attach to (A) any of the Debtors' leasehold interests of non-residential real property that prohibit or restrict the granting of such liens in the applicable lease unless otherwise permitted pursuant to applicable non-bankruptcy law, (B) any insurance or proceeds therefrom for damage to a landlord's property other than any residual interest the Debtors may have in such insurance or proceeds, or (C) any pre-paid rent other than any residual interest the Debtors may have in such prepaid rent; and (ii) shall not prime any secured interest a landlord may have in any security deposits (in possession of the landlord) held by such landlord pursuant to a real property lease with the Debtors. The Term Loan Adequate Protection Liens shall be subject or junior only to (v) the Carve Out, (w) the Permitted Encumbrances, (x) the Canadian Court Liens, (y) subject to the Intercreditor Agreements, the ABL Adequate Protection

Liens on the ABL Priority Collateral, and (z) subject to the Intercreditor Agreements, the Prepetition ABL Liens on the ABL Priority Collateral. Moreover, the Term Loan Adequate Protection Liens shall not be subject or subordinate to or made *pari passu* with (x) any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code, (y) any intercompany claim, whether secured or unsecured, of any Debtor or any domestic or foreign subsidiary or affiliate of any Debtor, or (z) any other lien or security interest under sections 361, 363, or 364 of the Bankruptcy Code or otherwise, except as expressly provided in this Final Order or the Intercreditor Agreements. The Term Loan Adequate Protection Liens shall be enforceable against and binding upon the Debtors, their estates, and any successors thereto, including, without limitation, any trustee, examiner, or other estate representative appointed in the Chapter 11 Cases or any Successor Cases. For the avoidance of doubt, this Final Order shall be sufficient and conclusive evidence of the attachment, validity, perfection, and priority of the Term Loan Adequate Protection Liens, without any further act and without the necessity of the execution, filing, or recording of any financing statement, mortgage, security agreement, pledge agreement, notice, or other instrument or document, or the registration of liens on any certificates of title, that may otherwise be required under the law or regulation of any jurisdiction, or the taking of any other action (including, without limitation, entering into any deposit account control agreement or other act to take possession or control of any Postpetition Collateral, subject to the terms of the Intercreditor Agreements) to attach, validate, perfect, or prioritize such liens and security interests, or to entitle the Prepetition Term Loan Secured Parties to the priorities granted herein.

(c) *Adequate Protection Liens for the Prepetition Subordinated Loan Secured Parties*. Subject to the Carve Out, the Canadian Court Liens, the terms of this Final Order, and the terms of the Intercreditor Agreements, pursuant to sections 361 and 363(e) of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, including, without limitation, the Debtors' Stipulations, the Prepetition Subordinated Loan Agent, for itself and for the benefit of the Prepetition Subordinated Loan Secured Parties, effective as of the Petition Date, is hereby granted, solely to the extent of any Diminution in Value of the Prepetition Collateral, if any, and pursuant to sections 361 and 363 of the Bankruptcy Code, valid, binding, enforceable, non-avoidable, and automatically perfected replacement liens on and security interests in (the "**Subordinated Loan Adequate Protection Liens**," and collectively with the ABL Adequate Protection Liens and the Term Loan Adequate Protection Liens, the "**Adequate Protection Liens**") all of the Collateral of the applicable Debtors without the necessity of the execution by the applicable Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages, or other similar documents, including all of the right, title, and interest of the applicable Debtors and their "estates" (as created pursuant to section 541(a) of the Bankruptcy Code) in, to, and under the Postpetition Collateral; *provided* that (i) the Subordinated Loan Adequate Protection Liens shall not attach to (A) any of the Debtors' leasehold interests of non-residential real property that prohibit or restrict the granting of such liens in the applicable lease unless otherwise permitted pursuant to applicable non-bankruptcy law, (B) any insurance or proceeds therefrom for damage to a landlord's property other than any residual interest the Debtors may have in such insurance or proceeds, or (C) any pre-paid rent other than

any residual interest the Debtors may have in such prepaid rent; and (ii) shall not prime any secured interest a landlord may have in any security deposits (in possession of the landlord) held by such landlord pursuant to a real property lease with the Debtors. The Subordinated Loan Adequate Protection Liens shall be subject or junior only to (t) the Carve Out, (u) the Permitted Encumbrances, (v) the Canadian Court Liens, (w) the ABL Adequate Protection Liens, (x) the Prepetition ABL Liens, (y) the Term Loan Adequate Protection Liens, and (z) the Prepetition Term Loan Liens. Moreover, the Subordinated Loan Adequate Protection Liens shall not be subject or subordinate to or made *pari passu* with (x) any lien or security interest that is avoided and preserved for the benefit of the applicable Debtors' estates under section 551 of the Bankruptcy Code, (y) any other intercompany claim, whether secured or unsecured, of any applicable Debtor or any domestic or foreign subsidiary or affiliate of any applicable Debtor, or (z) any other lien or security interest under sections 361, 363, or 364 of the Bankruptcy Code or otherwise, except as expressly provided in this Final Order or the Intercreditor Agreements. The Subordinated Loan Adequate Protection Liens shall be enforceable against and binding upon the applicable Debtors, their estates, and any successors thereto, including, without limitation, any trustee, examiner, or other estate representative appointed in the Chapter 11 Cases or any Successor Cases. For the avoidance of doubt, this Final Order shall be sufficient and conclusive evidence of the attachment, validity, perfection, and priority of the Subordinated Loan Adequate Protection Liens, without any further act and without the necessity of the execution, filing, or recording of any financing statement, mortgage, security agreement, pledge agreement, notice, or other instrument or document, or the registration of liens on any certificates of title, that may otherwise be required

under the law or regulation of any jurisdiction, or the taking of any other action (including, without limitation, entering into any deposit account control agreement or other act to take possession or control of any Postpetition Collateral, subject to the terms of the Intercreditor Agreements) to attach, validate, perfect, or prioritize such liens and security interests, or to entitle the Prepetition Subordinated Loan Secured Parties to the priorities granted herein.

(d) *Allowed Superpriority Claim of the Prepetition ABL Secured Parties.* Pursuant to section 503 and section 507(b) of the Bankruptcy Code, the Prepetition ABL Administrative Agent, for itself and for the benefit of the Prepetition ABL Secured Parties, effective as of the entry of the Interim Order, is hereby further granted an allowed superpriority administrative expense claim (the "**ABL Superpriority Claim**") in each of the Chapter 11 Cases or any Successor Cases, solely to the extent of any Diminution in Value of the Prepetition Collateral, which claim shall be junior only to the Carve Out, the Canadian Court Liens, and the Term Loan Superpriority Claim with respect to the Term Loan Priority Collateral, but shall be senior to and have priority over all other administrative expenses pursuant to the Bankruptcy Code (including without limitation the kinds specified in or arising or ordered pursuant to sections 105(a), 326, 328, 330, 331, 503(b), 506(c), 507, 546(c), 552(b), 726, and 1114 of the Bankruptcy Code or otherwise) and all other claims against the Debtors or their estates in any of the Chapter 11 Cases or any Successor Cases, at any time existing or arising, of any kind or nature whatsoever. The ABL Superpriority Claim shall be against each Debtor on a joint and several basis, and, subject to the Carve Out, shall be payable from and have recourse to all assets and properties of each of the Debtors; *provided* that the Prepetition ABL Secured Parties may only

enforce the ABL Superpriority Claim against the Canadian Debtors in accordance with the Prepetition ABL Loan Documents. Except for the Carve Out, the Canadian Court Liens, the Term Loan Superpriority Claim on the Term Loan Priority Collateral, and, subject to the Intercreditor Agreements, the ABL Superpriority Claim shall not be made subject to, or *pari passu* with, any claim heretofore or hereinafter granted or created in any of the Chapter 11 Cases or any Successor Cases, and shall be valid and enforceable against the Debtors, their estates, and any successors or assigns thereto, including, without limitation, any trustee appointed in any of the Chapter 11 Cases or any Successor Cases.

(e) *Allowed Superpriority Claim of the Prepetition Term Loan Secured Parties.* Pursuant to section 507(b) of the Bankruptcy Code, the Prepetition Term Loan Agent, for itself and for the benefit of the Prepetition Term Loan Secured Parties, effective as of the entry of the Interim Order, is hereby further granted an allowed superpriority administrative expense claim (the "**Term Loan Superpriority Claim**") in each of the Chapter 11 Cases or any Successor Cases, solely to the extent of any Diminution in Value of the Prepetition Collateral, if any, subsequent to the Petition Date, which claim shall be junior only to the Carve Out, the Canadian Court Liens, and the ABL Superpriority Claim with respect to the ABL Priority Collateral, but shall be senior to and have priority over all other administrative expenses pursuant to the Bankruptcy Code (including the kinds specified in or arising or ordered pursuant to sections 105(a), 326, 328, 330, 331, 503(b), 506(c), 507, 546(c), 552(b), 726, and 1114 of the Bankruptcy Code or otherwise) and all other claims against the applicable Debtors or their estates in any of the Chapter 11 Cases or any Successor Cases, at any time existing or arising, of any kind or nature whatsoever. The Term

Loan Superpriority Claim shall be against each applicable Debtor on a joint and several basis, and, subject to the Carve Out, the Canadian Court Liens, and the ABL Superpriority Claim, shall be payable from and have recourse to all assets and properties of each of the applicable Debtors. Except for the Carve Out, the Canadian Court Liens, the ABL Superpriority Claim on the ABL Priority Collateral, and the Intercreditor Agreements, the Term Loan Superpriority Claim shall not be made subject to, or *pari passu* with, any claim heretofore or hereinafter granted or created in any of the Chapter 11 Cases or any Successor Cases, and shall be valid and enforceable against the applicable Debtors, their estates, and any successors or assigns thereto, including, without limitation, any trustee appointed in any of the Chapter 11 Cases or any Successor Cases.

(f) *Allowed Superpriority Claim of the Prepetition Subordinated Loan Secured Parties.* Pursuant to section 507(b) of the Bankruptcy Code, the Prepetition Subordinated Loan Agent, for itself and for the benefit of the Prepetition Subordinated Loan Secured Parties, effective as of the entry of the Interim Order, is hereby further granted an allowed superpriority administrative expense claim (the "**Subordinated Loan Superpriority Claim**," and collectively with the ABL Superpriority Claim and the Term Loan Superpriority Claim, the "**Superpriority Claims**") in each of the Chapter 11 Cases or any Successor Cases, solely to the extent of any Diminution in Value of the Prepetition Collateral, if any, subsequent to the Petition Date, which claim shall be junior only to the Carve Out, the Canadian Court Liens, the ABL Superpriority Claim, and the Term Loan Superpriority Claim, but shall be senior to and have priority over all other administrative expenses pursuant to the Bankruptcy Code (including the kinds specified in or arising or ordered pursuant to sections 105(a), 326, 328, 330, 331, 503(b),

506(c), 507, 546(c), 552(b), 726, and 1114 of the Bankruptcy Code or otherwise) and all other claims against the applicable Debtors or their estates in any of the Chapter 11 Cases or any Successor Cases, at any time existing or arising, of any kind or nature whatsoever. The Subordinated Loan Superpriority Claim shall be against each applicable Debtor on a joint and several basis, and, subject to the Carve Out, the Canadian Court Liens, the ABL Superpriority Claim, and the Term Loan Superpriority Claim, shall be payable from and have recourse to all assets and properties of each of the applicable Debtors. Except for the Carve Out, the Canadian Court Liens, the ABL Superpriority Claim, and the Term Loan Superpriority Claim, the Subordinated Loan Superpriority Claim shall not be made subject to, or *pari passu* with, any claim heretofore or hereinafter granted or created in any of the Chapter 11 Cases or any Successor Cases, and shall be valid and enforceable against the Debtors, their estates, and any successors or assigns thereto, including, without limitation, any trustee appointed in any of the Chapter 11 Cases or any Successor Cases.

(g) *Compliance with the Budget*. The Debtors shall comply with the Approved Budget on the terms provided herein, subject to the Permitted Variances and the other terms of paragraph 4(e).

(h) *Postpetition Payment of Prepetition ABL Obligations.* Commencing on the last business day of the fourth week following the Petition Date, and each week thereafter, the Debtors shall make adequate protection cash payments (each, a "**Weekly Paydown**") from a Bank Account (as defined in the Cash Management Order) of a U.S. Debtor to the Prepetition ABL Administrative Agent in an amount equal to the greater of (i) the amount set forth in the line item

titled "Distribution to Creditors," for the week of the determination date as set forth in the applicable Approved Budget, and (ii) the Minimum Sweep Balance as of the determination date (such amount, the "**Weekly Paydown Amount**"); *provided* that, if (x) actual ending book cash as of the date of determination is less than (y) the amount set forth in the line item titled "Ending Book Cash" as of the date of determination in the applicable Approved Budget, then the Weekly Paydown Amount for such week shall be reduced by an amount equal to (y) *less* (x). For the avoidance of doubt, nothing herein shall in any way waive or limit the Debtors' obligation to comply with the applicable Approved Budget, subject to any Permitted Variances thereunder.

(i) *Adequate Protection Reservation of Rights.* The receipt by the Prepetition Secured Parties of the Adequate Protection Package provided herein shall not be deemed an admission that the interests of the Prepetition Secured Parties are adequately protected. Furthermore, this Final Order shall not prejudice or limit the rights of the Prepetition Secured Parties to seek additional relief with respect to the use of Cash Collateral or for additional adequate protection. Each of the Debtors shall be jointly and severally liable for the Adequate Protection Package provided for herein, and any amendment or modification to the Adequate Protection Package shall require, subject to the rights and obligations of the Prepetition Secured Parties set forth in the Intercreditor Agreements, the prior written consent of any applicable Prepetition Agent.

8. Modification of Automatic Stay. The automatic stay provisions of section 362 of the Bankruptcy Code and any other restriction imposed by an order of the Court or applicable law are hereby modified without further notice, application, or order of the Court to the extent

necessary to permit the Prepetition ABL Administrative Agent, the Prepetition Term Loan Agent, and the Prepetition Subordinated Loan Agent to perform any act authorized or permitted under or by virtue of the Cash Collateral Orders, the Prepetition ABL Credit Agreement, the Prepetition Term Loan Credit Agreement, the Prepetition Subordinated Loan Credit Agreement, or other Loan Documents, as applicable, including, without limitation, (a) to implement the post-petition financing arrangements authorized by the Cash Collateral Orders, (b) to take any act to create, validate, evidence, attach or perfect any lien, security interest, right or claim in the Collateral, (c) to assess, charge, collect, advance, deduct, and receive payments with respect to the Prepetition ABL Obligations, Prepetition Term Loan Obligations, or Prepetition Subordinated Loan Obligations, including, without limitation, all interests, fees, costs and expenses permitted under the Loan Documents, and apply such payments to the Prepetition ABL Obligations, Prepetition Term Loan Obligations, or Prepetition Subordinated Loan Obligations, as applicable, and (d) immediately following the expiration of the Remedies Notice Period, to take any action and exercise all rights and remedies provided to it by this Final Order, the Prepetition ABL Credit Agreement, the Prepetition Term Loan Credit Agreement, the Prepetition Subordinated Loan Credit Agreement, or the other Loan Documents, or applicable law.

9. Cash Management. The Debtors shall maintain their Cash Management System in a manner consistent with, and as defined in, the applicable *Interim* or *Final Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany*

Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief (the "Cash Management Order") then in effect.

10. Milestones. As a condition to the use of Cash Collateral, the Debtors have agreed to the following milestones (the "**Milestones**"), *provided*, *however*, that the Milestones may be extended without further order of this Court with the prior written approval of the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent (which may be by e-mail from counsel to the Prepetition ABL Secured Parties and counsel to the Prepetition Term Loan Secured Parties to counsel to the Debtors):

(a) Not later than 5 calendar days after the Petition Date, this Court shall have (i) entered the Interim Order, and (ii) entered an interim order authorizing the Debtors to assume its prepetition store closing liquidation agreement, entered into between Debtors and HILCO and SB360 (the "**Store Closing Agreement**") and conduct store closing sales for all of the Debtors' store locations, in each case on terms and conditions satisfactory to, and in form and substance acceptable to the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent, in their respective Permitted Discretion;

(b) Not later than 14 calendar days after the Petition Date, the Debtors shall have filed, (i) a chapter 11 plan (the "**Plan**"), (ii) a corresponding disclosure statement (the "**Disclosure Statement**"), and (iii) a corresponding motion seeking approval of procedures for solicitation (such procedures, the "**Solicitation Procedures**"), in each case in form and substance acceptable to the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent in their respective Permitted Discretion;

(c) Not later than 22 days after the Petition Date, the deadline for submitting a qualified bid for the sale or sales of all, substantially all, or a portion of the Debtors' assets or the equity of Eddie Bauer (the "**Sale Transaction**") shall have occurred (the "**Bid Deadline**");

(d) Not later than 3 days after the Bid Deadline, an auction to consider the approval of the Sale Transaction shall commence;

(e) If applicable, not later than 31 days after the Petition Date, the Bankruptcy Court shall hold a hearing to consider approval of the Sale Transaction;

(f) Not later than 35 days after the Petition Date, this Court shall have entered an order approving the Disclosure Statement and the Solicitation Procedures in form and substance acceptable to the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent in their respective Permitted Discretion;

(g) Not later than 40 days after the Petition Date, this Court shall have entered (i) this Final Order, and (ii) a final order authorizing the Debtors to assume the Store Closing Agreement and conduct store closing sales, in each case in form and substance acceptable to the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent;

(h) Not later than April 20, 2026, this Court shall have entered an order confirming the Plan in form and substance acceptable to the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent in their respective Permitted Discretion; and

(i) Not later than April 25, 2026, the Effective Date of the Plan shall have occurred.

11. Termination Events. The occurrence of any of the following events, unless waived in writing by the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent (which may be by e-mail from counsel to the Prepetition ABL Secured Parties and counsel to the Prepetition Term Loan Secured Parties to counsel to the Debtors), and subject in all instances, to the rights and obligations of the Prepetition Secured Parties set forth in the Intercreditor Agreements, shall constitute a termination event hereunder (each, a "**Termination Event**"):

(a) solely as to the Prepetition ABL Administrative Agent, failure to meet or satisfy any of the Milestones on the terms described in paragraph 10 hereof, to the extent such Milestone is not extended or waived in accordance with the terms of paragraph 10 of this Final Order;

(b) failure to deliver to the Prepetition Agents any of the documents or other information required to be delivered pursuant to this Final Order as and when due, if not cured within five (5) business days of receipt by the Debtors of notice of failure to deliver;

(c) failure to comply with the Approved Budget, subject to the Permitted Variances and the other terms of paragraph 4(e);

(d) the use of any Cash Collateral in a manner that is not permitted by the Approved Budget and the Cash Collateral Orders;

(e) the Debtors' filing of a motion, application, or other pleading to: (i) obtain postpetition financing that has not been previously consented to in writing by the Prepetition ABL Administrative Agent, and subject to the Intercreditor Agreements, the Prepetition Term Loan Agent; or (ii) use Cash Collateral, other than as permitted herein or consented to by the Prepetition

ABL Administrative Agent and, subject to the applicable Intercreditor Agreements, the Prepetition Term Loan Agent;

(f) entry of one or more orders or judgments by this Court or any other court granting relief from the automatic stay, without the consent of the Prepetition ABL Administrative Agent and, subject to the Intercreditor Agreements the Prepetition Term Loan Agent, that would allow one or more third parties to recover or obtain possession of any property of the Debtors' estates (other than cash deposits serving as collateral) with an aggregate value in excess of $100,000;

(g) entry of an order or a judgment by this Court or any other court staying, reversing, vacating, amending, rescinding, or otherwise modifying any of the terms of this Final Order or filing of a motion, application, or other pleading by the Debtors seeking such entry, without the consent of the Prepetition ABL Administrative Agent, the Prepetition Term Loan Agent, and the Prepetition Subordinated Loan Agent;

(h) making of any payments in respect of prepetition obligations, except as permitted pursuant to the Approved Budget or this Final Order or another order of the Court (or the Canadian Court,[5] as applicable) or with prior written consent of the Prepetition ABL Administrative Agent;

(i) dismissal of any of the Chapter 11 Cases or conversion of any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code;

[5] The "**Canadian Court**" has the meaning ascribed to it in the *Order (I) Authorizing Eddie Bauer LLC to Act as Foreign Representative and (II) Granting Related Relief* [Docket No. 61] (the "**Foreign Representative Order**").

(j) the appointment in any of the Chapter 11 Cases of a trustee or examiner with expanded powers;

(k) the entry of an order of the Court that materially impairs the security interests, liens, priority claims, or rights granted to any of the Prepetition ABL Secured Parties or any of the Prepetition Term Loan Secured Parties;

(l) any material misrepresentation by any Debtor in the financial reporting or certifications to be provided by the Debtors to the Prepetition ABL Administrative Agent and/or the Prepetition Term Loan Agent under this Final Order that remains uncured for three (3) business days following receipt of notice thereof;

(m) any of the Debtors proposes, files, or supports (i) any plan of reorganization, plan of liquidation, or sale of all or substantially all of any Debtor's assets or (ii) entry of any order confirming any such confirmation plan or sale, as applicable, without the prior written consent of the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent, including any order confirming a Plan that materially deviates from the treatment of the Prepetition ABL Obligations as specified in the Restructuring Support Agreement;

(n) the Debtors fail to provide, after request, any additional adequate protection ordered by the Court and such failure shall continue unremedied for more than three (3) business days; or

(o) any Debtor fails to perform, in any respect, any of its material obligations under this Final Order.

12. Exercise of Remedies.

(a) Upon the occurrence and during the continuation of a Termination Event, unless such Termination Event has been waived in writing (which may be by e-mail from counsel to the applicable Prepetition Secured Parties to counsel to the Debtors) by the applicable Prepetition Agent, in every instance subject to the rights and obligations of the Prepetition Secured Parties set forth in the Intercreditor Agreements, the automatic stay imposed under section 362 of the Bankruptcy Code is hereby modified to permit the applicable Prepetition Agent, after (a) the delivery of written notice (the "**Termination Notice**") to counsel to the Debtors, counsel to the Committee, and the U.S. Trustee (collectively, the "**Remedies Notice Parties**") and (b) the conclusion of the Remedies Notice Period, to: (w) subject to the Carve Out and the Canadian Court Liens, terminate and/or revoke the Debtors' right under this Final Order to use any Cash Collateral of the Prepetition Secured Parties; (x) subject to the Carve Out and the Canadian Court Liens, freeze monies or balances in any accounts subject to a control agreement or otherwise subject to a lien in favor of the Prepetition Secured Parties pursuant to the terms of this Final Order; (y) take any act to create, validate, evidence, attach, or perfect any lien, security interest, right, or claim in the Collateral; and (z) take any action and exercise all rights and remedies provided to such Prepetition Agent by this Final Order, the applicable Prepetition Loan Documents, applicable law, or otherwise; *provided* that, the Prepetition Agents shall not be entitled to exercise any of the remedies set forth in clauses (w) through (z) of this paragraph 12, and the automatic stay imposed under section 362 of the Bankruptcy Code shall not be so modified, for a period of 5 business days

from the Remedies Notice Parties' actual receipt of the Termination Notice (as the same period may be extended consistent with this Final Order, the "**Remedies Notice Period**").

(b) During the Remedies Notice Period, the Debtors shall be entitled to object to the termination of the consensual use of Cash Collateral and be heard at an expedited hearing at which the Debtors shall be entitled to (a) seek authority and approval for the non-consensual use of Cash Collateral, subject to the Prepetition Secured Parties' rights (in each case, subject to the applicable Intercreditor Agreement) to object to, or otherwise oppose, any such non-consensual use and seek adequate protection in connection therewith, (b) contest whether a Termination Event has occurred, (c) contest whether a Termination Notice was properly provided, and/or (d) contest whether a Termination Event has been cured or waived in accordance with this Final Order. If the Debtors request an emergency hearing to consider relief from the automatic stay or any other appropriate relief in connection with delivery of the Termination Notice within the Remedies Notice Period, but such hearing is scheduled for a later date by the Court, the Remedies Notice Period shall be automatically extended to the conclusion of such hearing. Delivery of the Termination Notice by any party shall constitute such party's consent to such expedited hearing. For the avoidance of doubt, if the Court determines at such hearing that (i) no Termination Event has occurred, (ii) the asserted Termination Event has been waived or cured, or (iii) the Termination Notice was deficient, then the automatic stay imposed under section 362 of the Bankruptcy Code shall remain in full force and effect and the Prepetition Secured Parties shall have no right to exercise the remedies set out in section 12(a) above, absent further order of the Court.

(c) Notwithstanding anything to the contrary set forth herein, during the Remedies Notice Period, the Debtors may use Cash Collateral to pay the following amounts and expenses: (a) the Carve Out; (b) amounts subject to the Canadian Court Liens, (c) amounts that the Debtors have determined in good faith are necessary for the preservation of the Debtors' business and their estates or required by applicable law during the Remedies Notice Period, in each case not to exceed any amounts set forth in the Approved Budget, including any Permitted Variance; and (d) amounts otherwise approved in advance in writing (which may be by e-mail from counsel to the applicable Prepetition Secured Parties to counsel to the Debtors) by the applicable Prepetition Agent, subject in all circumstances to the rights and obligations of the Prepetition Secured Parties set forth in the Intercreditor Agreements.

(d) On the first business day following the end of the Remedies Notice Period, unless otherwise ordered by this Court and subject to the Carve Out and the Canadian Court Liens, the Debtors will immediately cease using Cash Collateral hereunder and the applicable Prepetition Agent may thereupon exercise the rights and remedies available under the applicable Prepetition Loan Documents, this Final Order, or applicable non-bankruptcy law, including, without limitation but subject to the terms of the Intercreditor Agreements, foreclosing upon and selling all or a portion of the Collateral to collect any amounts payable to the applicable Prepetition Secured Parties pursuant to this Final Order and apply the same to such obligations. The automatic stay under section 362 of the Bankruptcy Code shall be deemed immediately modified and vacated to the extent necessary to permit such actions. Any delay or failure of any of the Prepetition Secured Parties to exercise rights under any Prepetition Loan Document or this Final Order, subject in all

circumstances to the terms of the Intercreditor Agreements and the rights and obligations of the respective Prepetition Secured Parties set forth thereunder, shall not constitute a waiver of their respective rights hereunder, under any Prepetition Loan Document, or otherwise. Notwithstanding the occurrence of a Termination Date, all of the rights, remedies, benefits, and protections provided to the Prepetition Secured Parties under this Final Order as of such date shall survive the Termination Date, subject in all circumstances to the terms of the Intercreditor Agreements and the rights and obligations of the respective Prepetition Secured Parties set forth thereunder.

13. Carve Out; Payment of Estate Professionals.

(a) As used in this Final Order, "**Carve Out**" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate, which shall not be limited by any budget (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to $70,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the "**Allowed Professional Fees**") incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the "**Debtor Professionals**") and, to the extent set forth in the Approved Budget and subject to paragraph 33 of this Final Order, the Committee pursuant to section 328 or 1103 of the Bankruptcy Code (such professionals, the "**Committee Professionals**" and, together with the Debtor Professionals, the "**Professional Persons**") at any time before or on the first business day following delivery by any of the Prepetition Agents of a Carve Out Trigger

Notice (as defined herein), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $750,000 incurred after the first business day following delivery by any of the Prepetition Agents of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "**Post-Carve Out Trigger Notice Cap**,") of which the foregoing $750,000 shall be funded into the Funded Reserve Account (as defined herein) from the Cash Collateral. For purposes of the foregoing, "**Carve Out Trigger Notice**" shall mean a written notice delivered by e-mail (or other electronic means) by any of the Prepetition Agents to the Debtors, their lead restructuring counsel, the U.S. Trustee, and counsel to the Committee, which notice may be delivered following the occurrence and during the continuation of a Termination Event (as defined herein) and upon termination of the Debtors' right to use Cash Collateral, as applicable, stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(b) *Delivery of Weekly Fee Statements*. Not later than 7:00 p.m. (prevailing Eastern Time) on Wednesday of each week starting with the first full calendar week following the Petition Date, each Professional Person shall deliver to the Debtors (e-mail being sufficient) a statement setting forth a good-faith estimate of the amount of fees and expenses (collectively, "**Estimated Fees and Expenses**") incurred during the preceding week by such Professional Person (through Saturday of such week, the "**Calculation Date**"), along with a good-faith estimate of the cumulative total amount of unreimbursed fees and expenses incurred through the applicable Calculation Date and a statement of the amount of such fees and expenses that have been paid to

date by the Debtors (each such statement, a "**Weekly Statement**"); *provided*, that, within one business day of the occurrence of the Termination Declaration Date (as defined below), each Professional Person shall deliver (e-mail being sufficient) one additional statement (the "**Final Statement**") setting forth a good-faith estimate of the amount of fees and expenses incurred during the period commencing on the calendar day after the most recent Calculation Date for which a Weekly Statement has been delivered and concluding on the Termination Declaration Date, and the Debtors shall cause such Weekly Statement and Final Statement to be delivered as soon as reasonably practicable to the Prepetition Agents. If any Professional Person fails to deliver a Weekly Statement within three (3) calendar days after such Weekly Statement is due, such Professional Person's entitlement (if any) to any funds in the Pre-Carve Out Trigger Notice Reserve (as defined below) with respect to the aggregate unpaid amount of Allowed Professional Fees for the applicable period(s) for which such Professional Person failed to deliver a Weekly Statement covering such period shall be limited to the aggregate unpaid amount of Allowed Professional Fees included in the Approved Budget for such period for such Professional Person.

(c) *Carve Out Reserves*.

(i) Commencing with the week ended February 13, 2026, and on or before the Thursday of each week thereafter, the Debtors shall utilize all cash on hand as of such date and, to the extent insufficient, any available cash thereafter held by any Debtor, to fund a reserve account in an amount equal to the sum of (A) the greater of (1) the aggregate unpaid amount of all Estimated Fees and Expenses reflected in the Weekly Statements delivered on the immediately prior Wednesday to the Debtors and the Prepetition Agents, and (2) the aggregate amount of unpaid

Allowed Professional Fees contemplated to be incurred in the Approved Budget during such week, plus (B) the Post-Carve Out Trigger Notice Cap, plus (C) an amount equal to the amount of Allowed Professional Fees set forth in the Approved Budget for the two weeks occurring after the most recent Calculation Date. The Debtors shall deposit and hold such amounts in a segregated account maintained by the Debtors in trust (the "**Funded Reserve Account**") to pay such Allowed Professional Fees (the "**Funded Reserves**") prior to any and all other claims, and all payments of Allowed Professional Fees incurred prior to the Termination Declaration Date shall be paid first from such Funded Reserve Account.

(ii) On the day on which a Carve Out Trigger Notice is delivered by any of the Prepetition Agents to the Debtors with a copy to counsel to the Committee (the "**Termination Declaration Date**"), the Carve Out Trigger Notice shall constitute a demand to the Debtors to, and the Debtors shall utilize all cash on hand as of such date, including cash in the Funded Reserve Account, and, to the extent the foregoing is insufficient, any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the sum of the amounts set forth in paragraph 13(a)(i)–(iii). The Debtors shall deposit and hold such amounts in a segregated account maintained by the Debtors in trust (the "**Pre-Carve Out Trigger Notice Reserve**") to pay prior to any other claims, first, the amounts set forth in paragraph 13(a)(iii) above, and, second, the amounts set forth in paragraph 13(a)(i)–(ii) above. On the Termination Declaration Date, the Carve Out Trigger Notice shall also constitute a demand to the Debtors to utilize all cash on hand as of such date, including cash in the Funded Reserve Account, and any available cash thereafter held by any Debtor, after funding the Pre-Carve Out Trigger Notice Reserve, to fund a reserve in

an amount equal to the Post-Carve Out Trigger Notice Cap. The Debtors shall deposit and hold such amounts in a segregated account maintained by the Debtors in trust (the "**Post-Carve Out Trigger Notice Reserve**" and, together with the Pre-Carve Out Trigger Notice Reserve, the "**Carve Out Reserves**") to pay prior to any and all other claims the amounts set forth in paragraph 13(a)(iv) above.

(d) *Application of Carve Out Reserves*.

(i) All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in paragraph 13 (a)(i)–(iii) (the "**Pre-Carve Out Amounts**"), but not, for the avoidance of doubt, the amounts set forth in clause 13(a)(iv), until the Pre-Carve Out Amounts are indefeasibly paid in full. If the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, following the indefeasible payment in full of all obligations set forth in paragraph 13(a)(iv) above, subject to paragraph 13(d)(iii) below, all remaining funds shall be distributed first to the Prepetition ABL Administrative Agent and the Prepetition Term Loan Agent on account of the Adequate Protection Obligations until indefeasibly paid in full, and thereafter to the Prepetition Subordinated Loan Agent, in each case in accordance with their respective rights and priorities as of the Petition Date and as otherwise set forth in this Final Order.

(ii) All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in paragraph 13(a)(iv) (the "**Post-Carve Out Amounts**"). If the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, following the indefeasible payment in full of all obligations set forth in paragraph 13(a)(iv) above subject to paragraph 13(d)(iii) below, all remaining funds shall be distributed first to the Prepetition ABL

Administrative Agent and the Prepetition Term Loan Agent on account of the Adequate Protection Obligations until indefeasibly paid in full, and thereafter to the Prepetition Subordinated Loan Agent, in each case in accordance with their respective rights and priorities as of the Petition Date and as otherwise set forth in this Final Order.

(iii) Notwithstanding anything to the contrary in the Prepetition Loan Documents or this Final Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in paragraph 13(c)(ii) above, then, any excess funds in either of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively (subject to the limits contained in the Post-Carve Out Trigger Notice Cap), shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in paragraph 13(c)(ii) above, prior to making any payments to any of the Prepetition Secured Parties.

(iv) Notwithstanding anything to the contrary in the Prepetition Loan Documents or this Final Order, following delivery of a Carve Out Trigger Notice, the Prepetition Secured Parties shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but the Adequate Protection Liens shall automatically attach to (and be deemed automatically perfected with respect to) any residual interest in the Carve Out Reserves after the applicable amounts set forth in paragraph 13(a)(i)–(iv) above have been indefeasibly paid in full, with any excess paid to the Prepetition Agents for application in accordance with this Final Order.

(v) Further, notwithstanding anything to the contrary in this Final Order, (A) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not

affect the priority of the Carve Out with respect to any shortfall (as described below), and (B) in no way shall the Approved Budget, Carve Out, Post-Carve Out Trigger Notice Cap, or Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in this Final Order or the Prepetition Loan Documents, the Carve Out shall be senior to the Adequate Protection Liens, the Prepetition Secured Obligations, and any and all other forms of adequate protection, liens, or claims securing or supporting any claim or obligation whatsoever.

(e) *Payment of Allowed Professional Fees Prior to the Termination Declaration Date*. Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve Out.

(f) *No Direct Obligation to Pay Allowed Professional Fees*. None of the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in this Final Order or otherwise shall be construed to obligate the Prepetition Secured Parties in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(g) *Payment of Allowed Professional Fees on or After the Termination Declaration Date*. So long as the Carve Out Reserves have been fully funded, following the delivery of the Carve Out Trigger Notice, all Allowed Professional Fees shall be paid from the applicable Carve

Out Reserve, and no Professional Person shall seek payment of any Allowed Professional Fees from any other source until the applicable Carve Out Reserve has been exhausted. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis.

(h) Nothing herein, including the inclusion of line items in the Approved Budget for Professional Persons, shall be construed as consent to the allowance of any particular professional fees or expenses of the Debtors, of the Committee, or of any other person or shall affect the right of the Prepetition ABL Administrative Agent or the Prepetition Term Loan Agent to object to the allowance and payment of such fees and expenses. Furthermore, nothing in this Final Order or otherwise shall be construed to obligate the Prepetition ABL Administrative Agent or the Prepetition Term Loan Agent in any way to pay compensation to or to reimburse expenses of any Professional Person, or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(i) The Funded Reserve Account shall be held by Stretto, Inc., the Debtors' Claims and Noticing Agent, at a nationally recognized, well-capitalized bank (the "**Depository Bank**"), and such amounts shall be held by Stretto, Inc. in trust solely and exclusively for the payment of the Carve Out and no other purpose. The Depository Bank shall be required to hold and disburse such funds only in accordance with, and expressly authorized by, the Carve Out provisions of this Final Order, and the Depository Bank shall be entitled to rely conclusively (without further inquiry) on written disbursement instructions delivered by Debtors' counsel as being in

compliance with the Carve Out provisions of this Final Order; *provided*, that nothing herein shall be construed to impose upon the Depository Bank any duty to monitor or verify compliance with this Final Order, and the Depository Bank shall incur no liability to any party in interest for acting (or refraining from acting) in accordance with such instructions of this Final Order. The Debtors shall promptly serve this Final Order on the Depository Bank.

14. Release. Effective upon entry of this Final Order, the Debtors on behalf of themselves and their estates (including any successor trustee or other estate representative in any of the Chapter 11 Cases or Successor Cases) and any party acting by, or through, the Debtors or their estates, hereby, to the maximum extent permitted by applicable law, unconditionally, irrevocably, and fully, forever waive and release the Prepetition Agents and each of the other Prepetition Secured Parties, and each of their respective former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, and predecessors in interest, in each case, solely in their capacities as such, of any and all "claims" (as such term is defined in section 101(5) of the Bankruptcy Code), counterclaims, causes of action, defenses, or setoff rights that exist on the date hereof relating to any of the Prepetition Collateral and any of the Prepetition Loan Documents or the transactions contemplated under any such documents, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending or threatened, arising at law or in equity, including, without limitation, any so-called "lender liability," any challenge or claim to exercise of remedies, recharacterization, subordination, avoidance, or other claim arising under or

pursuant to section 105 or chapter 5 of the Bankruptcy Code, or under any other similar provisions of applicable state or federal law, and any and all claims and causes of action regarding the validity, priority, perfection, or putative avoidability of the liens or the claims of the Prepetition Agents and the other Prepetition Secured Parties.

15. Access Rights. Notwithstanding anything contained herein to the contrary, and without limiting any other rights or remedies of the Prepetition Secured Parties pursuant to the Cash Collateral Orders, the Prepetition Loan Documents, or otherwise available at law or in equity, the rights of the Prepetition Secured Parties to enter onto the Debtors' leased premises shall be limited to (a) any such rights agreed to in writing by the applicable landlord pursuant to any separate agreement by and between such landlord and the Prepetition Secured Parties and/or the applicable Prepetition Agent, if any, (b) any rights that the Prepetition Secured Parties or any Prepetition Agent have under the Prepetition Loan Documents that are valid and enforceable under applicable non-bankruptcy law, if any, (c) any such rights of any of the Prepetition Secured Parties pursuant to applicable law, and (d) such rights as may be granted by the Court on a separate motion with notice to the applicable landlords of the leased premises and an opportunity for such landlords to respond and be heard.

16. Canadian Carve Out. Notwithstanding anything herein to the contrary, but subject in all respects to the Carve Out, the Adequate Protection Liens and the Superpriority Claims shall be junior in priority to the Administration Charge, Directors' Charge, and Intercompany Charge (each as defined in the supplemental order of the Canadian Court and solely as against the Canadian Debtors' Collateral (collectively, the "**Canadian Court Liens**") to be issued in the

Canadian Proceeding)[6] following the commencement of these Chapter 11 Cases. For greater certainty, the Administration Charge, the Directors' Charge, and the Intercompany Charge shall secure the payment of obligations only up to the amount consented to by the Prepetition ABL Administrative Agent.

17. Reversal, Modification, Vacatur, or Stay. Any reversal, modification, vacatur, or stay of any or all of the provisions of this Final Order shall not affect the validity or enforceability of any Adequate Protection Liens, or any claim, lien, security interest, or priority authorized or created hereby with respect to any Adequate Protection Obligations, incurred prior to the effective date of such reversal, modification, vacatur, or stay. Notwithstanding any reversal, modification, vacatur, or stay, (a) this Final Order shall govern, in all respects, any use of Cash Collateral or Adequate Protection Package incurred by the Debtors prior to the effective date of such reversal, modification, vacatur, or stay, and (b) the Prepetition Secured Parties shall be entitled to all the benefits and protections granted by this Final Order with respect to any such use of Cash Collateral or such Adequate Protection Package incurred by the Debtors.

18. No Waiver for Failure to Seek Relief. The failure or delay of any Prepetition Secured Party to seek relief or otherwise exercise any rights and remedies under this Final Order, the applicable Prepetition Loan Documents, or applicable law, as the case may be, shall not constitute a waiver of any rights hereunder, thereunder, or otherwise, by the Prepetition Secured Parties.

[6] "**Canadian Proceeding**" means an ancillary proceeding in the Canadian Court pursuant to the Companies' Creditors Arrangement Act (Canada) R.S.C. 1985, c. C-36.

19. Section 507(b) Reservation. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition Secured Parties hereunder is insufficient to compensate for the Adequate Protection Obligations during the Chapter 11 Cases. Nothing contained herein shall be deemed a finding by this Court, or an acknowledgment by the Prepetition Secured Parties, that the Adequate Protection Package does, in fact, adequately protect the Prepetition Secured Parties against any Diminution in Value of their interests in and against the Prepetition Collateral, including the Cash Collateral.

20. Section 552(b) Waiver. The Prepetition Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code. The "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Parties with respect to proceeds, products, offspring, or profits of any of the Prepetition Collateral or Postpetition Collateral.

21. Section 506(c) Waiver. No costs or expenses of administration which have been or may be incurred in the Chapter 11 Cases or Successor Cases at any time shall be charged against the Prepetition Secured Parties or the Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code or otherwise, and all rights to surcharge the Prepetition Secured Parties or the Collateral or the Prepetition Secured Parties under sections 105 or 506(c) of the Bankruptcy Code or any other applicable principle of equity or law shall be finally and irrevocably waived, and such waiver shall be binding upon the Debtors and all parties in interest in this or any Successor Cases.

22. No Marshalling / Application of Proceeds. In no event shall the Prepetition Secured Parties be subject to the equitable doctrine of "marshalling" or any other similar doctrine with respect to any of the Collateral.

23. Good Faith. Based on the findings set forth in the Cash Collateral Orders and the record made during the Interim Hearing and the Final Hearing (if necessary), pursuant to sections 105, 361, and 363 of the Bankruptcy Code, the Debtors and the Prepetition Secured Parties are hereby found to be entities that have acted in good faith in connection with the negotiation and entry of the Cash Collateral Orders and are entitled to the protections afforded by section 363(m) of the Bankruptcy Code.

24. No Third-Party Rights. Except as otherwise expressly provided herein, this Final Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

25. No Liability to Third Parties. In permitting the use of the Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this Final Order, the Prepetition Secured Parties shall not be deemed to be in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended, or any similar federal or state statute), nor shall they owe any fiduciary duty to the Debtors, their creditors, or estates, nor shall they constitute or be deemed to constitute a joint venture or partnership with the Debtors. Furthermore, nothing in this Final Order shall in any way

be construed or interpreted to impose upon the Prepetition Secured Parties any liability for any claims arising from the prepetition or postpetition activities of the Debtors and/or their "affiliates," in their capacities as such, as such term is defined in section 101(2) of the Bankruptcy Code.

26. Master Proof of Claim. None of the Prepetition Secured Parties will be required to file proofs of claim in the Chapter 11 Cases or Successor Cases, and the Debtors' Stipulations shall be deemed to constitute timely filed proofs of claim for each of the Prepetition ABL Secured Parties, the Prepetition Term Loan Secured Parties, and the Prepetition Subordinated Loan Parties against the applicable Debtors; *provided*, *however*, that each Prepetition Agent (on behalf of itself and the other applicable Prepetition Secured Parties) is hereby authorized, in its sole discretion, to file (and amend and/or supplement, as it sees fit) a master proof of claim for the claims of such applicable Prepetition Secured Parties arising from the applicable Prepetition Loan Documents in accordance with any order entered by this Court in relation to the establishment of a bar date in the Chapter 11 Cases; *provided*, *further*, that nothing herein shall waive the right of any Prepetition Secured Party to file its own proof of claim against the Debtors.

27. Disposition of Collateral. The Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the Collateral outside the ordinary course of business, other than pursuant to the terms of the Store Closing Agreement or an order of the Court (or the Canadian Court, as applicable), the Prepetition ABL Credit Agreement, and the Approved Budget, without the prior written consent of the Prepetition ABL Administrative Agent and, subject to the applicable Intercreditor Agreements, the Prepetition Term Loan Agent (and no such consent shall be implied, from any other action, inaction, or acquiescence by the Prepetition ABL

Administrative Agent, Prepetition Term Loan Agent, or any of the Prepetition Secured Parties) and, in each case, an order of this Court.

28. Right of Setoff. Subject to the Carve Out, to the extent any funds were on deposit with the Prepetition Agents or any other Prepetition Secured Party as of the Petition Date, regardless of the capacity in which such Prepetition Secured Party held such funds, including, without limitation, all funds deposited in, or credited to, an account of any Debtor with any such institution immediately prior to the filing of these Chapter 11 Cases (regardless of whether, as of the Petition Date, such funds had been collected or made available for withdrawal by any such Debtor), such funds (the "**Deposited Funds**") are subject to rights of setoff in a manner not inconsistent with the terms of this Order or the Approved Budget, including the Permitted Variance. By virtue of such setoff rights, the Deposited Funds are subject to a lien in favor of the Prepetition Agents and the applicable Prepetition Secured Parties pursuant to §§ 506(a) and 553 of the Bankruptcy Code.

29. Debtors' Waivers/Covenants. At all times during the Chapter 11 Cases prior to the payment in full of the Prepetition Secured Obligations, and whether or not a Termination Event has occurred, the Debtors irrevocably waive and covenant not to seek authority to take any of the following actions, other than as expressly provided for in this Final Order, or unless each of the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent otherwise consent in writing: (i) use Cash Collateral under section 363 of the Bankruptcy Code other than as set forth herein; (ii) obtain post-petition loans or other financial accommodations pursuant to section 364(c) or 364(d) of the Bankruptcy Code; (iii) challenge the application of any payments authorized

hereunder pursuant to section 506(b) of the Bankruptcy Code, or assert that the value of the Prepetition Collateral is less than the Prepetition Secured Obligations; (iv) propose, support, file, or otherwise have a plan of reorganization or liquidation that does not provide for the indefeasible payment in full in cash in full satisfaction of all Prepetition Secured Obligations (including the cash collateralization of any letters of credit or any similar instrument in accordance with this Final Order) on the effective date of such plan or to which each of the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent have not consented in writing; (v) seek relief under the Bankruptcy Code, including without limitation, under section 105 of the Bankruptcy Code, to the extent any such relief would in any way restrict or impair the rights and remedies of any Prepetition Secured Parties as provided in this Final Order and the Prepetition Loan Documents or any Prepetition Secured Party's exercise of such rights or remedies; or (vi) challenge, contest, or otherwise seek to impair or object to the validity, extent, enforceability, or priority of any Prepetition Secured Party's post-petition liens and claims.

30. GXO Matters. Subject to the Carve Out and the Canadian Court Liens, notwithstanding anything herein to the contrary, (a) any liens and other relief granted hereunder do not prime any Permitted Encumbrances held by GXO Logistics Supply Chain Inc. ("**GXO**"), including any contractual, statutory, warehouseman, or possessory liens that qualify as Specified Permitted Encumbrances under the Debtors' Prepetition Loan Documents that were in existence on the Petition Date, or that come into existence on or after the Petition Date by operation of applicable law without an order of the Court (collectively, "**GXO Liens**"), solely to the extent that such GXO Liens are valid, binding, perfected, enforceable, non-avoidable, and senior in priority

to the Prepetition Liens under applicable law, and (b) nothing herein shall be deemed to impair or diminish any claims held by GXO for adequate protection pursuant to sections 361, 362, or 363 of the Bankruptcy Code.

31. Texas Tax Matters. Notwithstanding any provisions contained in this Final Order, any statutory liens on account of ad valorem taxes (the "**Texas Tax Liens**") held by 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 (the "**Texas Tax Authorities**") shall neither be primed by nor made subordinate to any liens granted to any party hereby, to the extent the Texas Tax Liens are valid, senior, perfected, and unavoidable under applicable law, and all parties' rights to object to the priority, validity, amount, and extent of the claims and liens asserted by the Texas Tax Authorities are fully preserved. Furthermore, the amount of $26,573.89 shall be set aside by the Debtors (the "**Texas Tax Reserve**") as adequate protection for the secured tax claims that may be owed to the Texas Tax Authorities for tax year 2026 (the "**Texas Tax Claims**"), and the amounts held in the Texas Tax Reserve shall be used to fund allowed secured tax claims in favor of the Texas Tax Authorities prior to the distribution of any proceeds to any other creditor. The Texas Tax Liens shall attach to the proceeds deposited into the Texas Tax Reserve to the same extent and with the same priority as the liens attached to the Debtors' assets securing the Texas Tax Claims, if any. The funds from the Texas Tax Reserve shall be on the order of adequate protection and shall constitute neither the allowance of the Texas Tax Claims nor a cap on the amounts the Texas Taxing Authorities may be entitled to receive. Notwithstanding any order that

may be entered converting these Chapter 11 Cases to cases under chapter 7, the funds in the Texas Tax Reserve will continue to be held for the benefit of the Texas Tax Authorities, and the Texas Tax Liens shall remain attached to the funds in the Texas Tax Reserve in their relative priority until the Texas Tax Claims (if any) are paid in full (which payment, for the avoidance of doubt, may be made from the Texas Tax Reserve).

32. Surety Matters. Notwithstanding anything set forth to the contrary in the Motion, the Interim Order, this Final Order, or the Prepetition Loan Documents, nothing therein shall be deemed to modify, alter, or prime the existing rights or interests of 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**") in any letters of credit, or the proceeds thereof, securing existing surety bonds and existing indemnity agreements ("**Surety ILOC Collateral**"), including, without limitation, the right to draw or use the Surety ILOC Collateral, in accordance with the applicable, enforceable underlying agreements, to reimburse any claim of any of the Sureties under or in respect of the Surety ILOC Collateral, as applicable. Nothing herein is an admission by the Sureties, the Lenders, or the Debtors, or a determination by the Bankruptcy Court, regarding any claims under any bonds or indemnity agreements, and all parties reserve any and all rights and defenses in connection therewith.

33. Committee Objection Resolution. Upon entry of this Final Cash Collateral Order, the *Objection of The Official Committee Of Unsecured Creditors to Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting*

Adequate Protection to the Prepetition Secured Parties, (III) Scheduling a Final Hearing, (IV) Modifying The Automatic Stay, and (V) Granting Related Relief [Docket No. 268] shall be fully and finally settled, resolved, and withdrawn, subject to the following provisions:

(a) Upon the Effective Date of the Plan, as modified in accordance with the terms and conditions contained herein, occurring in accordance with paragraph 10 of this Final Cash Collateral Order, and subject to the Prepetition ABL Administrative Agent's confirmed receipt of the Mandatory Paydown Amount (as defined below) for irrevocable application and indefeasible paydown of the Prepetition ABL Obligations, which confirmation shall be given promptly and shall not be unreasonably withheld, an aggregate amount of Cash Collateral shall be utilized by the Debtors (or their respective successors under the Plan) to fund a trust account for the exclusive benefit of the GUC Trust Beneficiaries[7] of up to $3,000,000 (the "**GUC Cash Amount**") *plus* $250,000 solely for reasonable and documented fees, expenses, and costs (including any taxes imposed on or payable by the GUC Trust (as defined in the Plan) or in respect of the GUC Trust Assets (as defined in the Plan)) incurred by the GUC Trust, the GUC Trustee (as defined in the Plan), any professionals retained by the GUC Trust or the GUC Trustee, and any additional amount determined necessary by the GUC Trustee to adequately reserve for the operating expenses of the GUC Trust that shall be paid out of the GUC Trust Assets (the "**GUC Trust Expense Amount**," and together with the GUC Cash Amount, the "**GUC Trust Fund**

[7] The "**GUC Trust Beneficiaries**" means, collectively, the Holders of Allowed General Unsecured Claims; *provided*, *however*, that none of the following shall be GUC Trust Beneficiaries: (a) any Holder of a Claim arising from or related to the waiver of prepetition intercompany claims, (b) any Holder of the SPARC Intercompany Claim, and (c) any Holder of a deficiency claim arising out of any obligations under the Prepetition Credit Agreements. Capitalized terms used in this footnote but not otherwise defined in this Final Order have the meanings ascribed to them in the Plan.

Amount"); *provided*, that, to the extent the amount of cash (inclusive of the GUC Cash Amount and the GUC Trust Expense Amount) actually distributed to the GUC Trust on the Effective Date of the Plan is less than (x) $3,250,000 *less* (y) the amount, if any, by which the amount of actual Allowed fees and expenses of the Committee and the Committee Professionals exceeds the UCC Professional Fee Budget Amount (as defined in the Plan), all Net Proceeds (as defined in the Plan), if any, monetized by the Wind-Down Debtors after the Effective Date of the Plan shall be paid into the GUC Trust until the total amount of cash (inclusive of GUC Cash Amount and the GUC Trust Expense Amount) distributed to the GUC Trust equals (A) $3,250,000 *less* (B) the amount, if any, by which the amount of actual Allowed fees and expenses of the Committee and the Committee Professionals exceeds the UCC Professional Fee Budget Amount, and, thereafter, any Net Proceeds monetized by the Wind-Down Debtors (as defined in the Plan) shall be retained by the Wind-Down Debtors and distributed in accordance with the Plan;

(b) No portion of the GUC Trust Fund Amount shall be funded, vested, segregated, or otherwise made available from any Cash Collateral or other Collateral proceeds unless and until the Prepetition ABL Agent receives, in immediately available funds from the liquidation and collection of the Collateral, an aggregate amount of not less than $15,485,219 (the "**Mandatory Paydown Amount**") for irrevocable application and indefeasible paydown of the Prepetition ABL Obligations;

(c) The Debtors will not proceed with any hearing seeking confirmation of the Plan (the "**Confirmation Hearing**") unless and until (i) the Prepetition ABL Administrative Agent receives the Mandatory Paydown Amount for irrevocable application and indefeasible

paydown of the Prepetition ABL Obligations, or (ii) the Required Consenting Lenders[8] otherwise consent in writing to proceed with the Confirmation Hearing in their sole discretion and on terms and conditions acceptable to such lenders;

(d) Upon the effectiveness of the Plan in accordance with the provisions of this Final Cash Collateral Order, all liens and claims of the Prepetition Secured Parties to the proceeds of any Avoidance Actions shall be released, and any such proceeds shall be added to the GUC Trust Fund Amount. For the avoidance of doubt, following the effectiveness of the Plan, other than proceeds of Avoidance Actions and the other proceeds of the GUC Trust Fund Amount, all sale, collection, and/or liquidation proceeds of all of Debtors' assets and properties, including, without limitation, all tax and tariff refunds payable to the Debtors, shall remain Collateral of the Prepetition Secured Parties and be paid to or for the benefit of the Prepetition ABL Lenders (or other appropriate Prepetition Secured Party) until the Prepetition ABL Obligations are indefeasibly paid in full;

(e) In the event that the Professional Fees of the Committee subject to the Carve Out exceed the amount allocable to such fees in the Approved Budget (*i.e.*, $1,250,000), the sole recourse for the payment of such excess fees shall be limited to the GUC Cash Amount, and such fees shall reduce the GUC Cash Amount on a dollar for dollar basis.

(f) (i) Upon entry of this Final Cash Collateral Order, the Plan filed by the Debtors shall be amended consistent with the terms of this Final Cash Collateral Order, including,

[8] "**Required Consenting Lenders**" has the meaning set forth in the Restructuring Support Agreement attached to the First Day Declaration as Exhibit B.

but not limited to, this paragraph 33, and in form and substance reasonably acceptable to the Debtors, requisite Prepetition Secured Parties, and the Committee, and (ii) upon the Effective Date of the Plan, the Committee shall be deemed to have forever waived and released any and all "claims" (as defined in the Bankruptcy Code), counterclaims, causes of action, defenses, or setoff rights against each of the Prepetition Secured Parties, and each of their respective officers, directors, employees, agents, sub-agents, attorneys, consultants, advisors, and affiliates, in each case in their capacities as such, whether arising at law or in equity, under tort (including lender liability) or contract, including recharacterization, subordination, avoidance, or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable state or federal law.

34. Binding Effect of Final Order. The provisions of this Final Order shall be binding upon all parties in interest in the Chapter 11 Cases, including the Prepetition Secured Parties, any statutory committees that may be appointed in any Chapter 11 Cases, including, without limitation, the Committee, and the Debtors and their respective successors and assigns and shall inure to the benefit of the Prepetition Secured Parties, the Debtors, and their respective successors and assigns. This Final Order shall bind any trustee hereafter appointed or elected for the Debtors' estates, whether in the Chapter 11 Cases or any Successor Cases. Such binding effect is a benefit of the Prepetition Secured Parties' bargain in connection with the Debtors' use of Cash Collateral and is an integral part of this Final Order.

35. Survival. The provisions of this Final Order and any actions taken pursuant hereto shall survive the entry of any order: (a) confirming any chapter 11 plan in the Chapter 11 Cases,

including, without limitation, the Plan; (b) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code; or (c) dismissing the Chapter 11 Cases. The terms and provisions of this Final Order, including, for the avoidance of doubt, the provisions in paragraph 5 hereof, as well as the Adequate Protection Package granted pursuant to this Final Order shall continue in full force and effect notwithstanding the entry of any of the foregoing orders, and the claims and liens provided for herein shall maintain their priority as provided by this Final Order, the applicable Prepetition Loan Documents, and to the maximum extent permitted by law until all of the Prepetition Secured Obligations are indefeasibly paid and satisfied in full in cash (including the cash collateralization of any letters of credit or any similar instrument in accordance with this Final Order).

36. Effect of Dismissal. If the Chapter 11 Cases are dismissed or converted to cases under chapter 7 of the Bankruptcy Code, such dismissal or conversion of the Chapter 11 Cases shall not affect the rights of the Prepetition Secured Parties under this Final Order to the extent of the adequate protection provided hereunder, and all rights and remedies hereunder of the Prepetition Secured Parties to the extent of adequate protection provided hereunder shall remain in full force and effect as if the Chapter 11 Cases had not, as applicable, been dismissed or converted. If an order dismissing the Chapter 11 Cases is entered, the adequate protection granted to and conferred upon the Prepetition Secured Parties as of such date shall continue in full force and effect, and this Court shall retain jurisdiction, notwithstanding such dismissal, for the purpose of enforcing the Adequate Protection Obligations detailed herein. The Debtors shall not file a plan

of reorganization in these Chapter 11 Cases that conflicts with the provisions of this Final Order without the consent of each of the Prepetition Agents.

37. Findings of Fact and Conclusions of Law. This Final Order shall constitute findings of fact and conclusions of law effective as of the Petition Date. To the extent that any findings of fact are determined to be conclusions of law, such findings of fact shall be adopted as such, to the extent that any conclusions of law are determined to be findings of fact, such conclusions of law shall be adopted as such.

38. Order Effective upon Entry. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

39. The Interim Order. Except as specifically amended, supplemented, or otherwise modified hereby, all of the provisions of the Interim Order and any actions taken by the Debtors and the Prepetition Secured Parties in accordance therewith shall remain in effect and are hereby ratified by this Final Order.

40. Controlling Effect of Final Order. To the extent that any provision of this Final Order conflicts or is inconsistent with any provision of the Motion or the Interim Order, the provisions of this Final Order shall control.

41. Retention of Jurisdiction. This Court has and will retain jurisdiction and power to enforce this Final Order in accordance with its terms and to adjudicate all matters arising from or related to the implementation, interpretation, or enforcement of this Final Order.

This is Exhibit "W" referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Nashville, in the State of Tennessee, before me at the City of Toronto, in the Province of Ontario, on April 24, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

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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 PROPOSED FINAL ORDER (I) AUTHORIZING POSTPETITION USE OF CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION TO THE SECURED PARTIES, (III) MODIFYING THE AUTOMATIC STAY, AND (IV) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that on February 9, 2026, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Scheduling a Final Hearing, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* [Docket No. 7] (the "Cash Collateral Motion") requesting entry of interim and final orders authorizing the Debtors to use Cash Collateral (as defined therein), among other things.

PLEASE TAKE FURTHER NOTICE that on February 10, 2026, the Court entered the *Interim Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate*

[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.

Protection to the Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief [Docket No. 67] (the "Interim Cash Collateral Order").

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file a proposed *Final Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* (the "Proposed Final Cash Collateral Order") attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that a comparison between the Interim Cash Collateral Order and the Proposed Final Cash Collateral Order is attached hereto as **Exhibit B**.

PLEASE TAKE FURTHER NOTICE that a hearing on the Cash Collateral Motion will be held on **March 10, 2026, at 10:00 a.m., prevailing Eastern Time** (the "Final Cash Collateral Hearing") 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 (the "Courtroom"), 50 Walnut Street, Newark, NJ 07102. The Zoom link for remote appearances at the Final Cash Collateral Hearing is filed at Docket No. 330.

PLEASE TAKE FURTHER NOTICE that copies of all documents filed in these chapter 11 cases may be obtained free of charge by visiting the website of Stretto Inc. at https://cases.stretto.com/EddieBauer. You may also obtain copies of any pleadings by visiting the Court's website at https://www.njb.uscourts.gov in accordance with the procedures and fees set forth therein.

[*Remainder of page intentionally left blank*]

Dated: March 27, 2026

/s/ *Michael D. Sirota*

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Exhibit A

Proposed Final Cash Collateral Order

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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In re:	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.

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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 relief set forth on the following pages, numbered three (3) through eighty (80), is **ORDERED**.

This matter came before this Court on the motion (the "**Motion**")[2] of the debtors and debtors in possession (collectively, the "**Debtors**") in the above-captioned cases (the "**Chapter 11 Cases**") seeking entry of an interim order (the "**Interim Order**") and a final order (the "**Final Order**," and together with the Interim Order, the "**Cash Collateral Orders**"), pursuant to sections 105, 361, 362, 363, 503, 506, 507, 510, and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "**Bankruptcy Code**"), Rules 2002, 4001, 6003, 6004, 7062, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rules 2002-1, 4001-1(a), 4001-3, and 9013-1 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey, dated August 1, 2025 (the "**Bankruptcy Local Rules**") *inter alia*:

(a) authorizing the Debtors' use of cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code, subject to the terms of the Cash Collateral Orders, and granting adequate protection to each of the Prepetition Secured Parties (as defined herein), as applicable, and their interests in the Prepetition Collateral (as defined herein) pursuant to sections 105, 361, 362, 363, and 507 of title 11 of the Bankruptcy Code to the extent of any Diminution in Value of such rights and interests on and after the Petition Date (as defined herein);

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion or in the *Declaration of Stephen Coulombe in Support of Debtors' Motion for Entry Of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Scheduling a Final Hearing, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* [Docket No. 35] (the "**First Day Declaration**").

(b) vacating and modifying the automatic stay arising under section 362 of the Bankruptcy Code in accordance with the provisions hereof, to the extent necessary to implement and effectuate the terms and provisions of the Cash Collateral Orders;

(c) waiving all the Debtors' rights to surcharge the Prepetition Collateral pursuant to section 506(c) of the Bankruptcy Code, and any "equities of the case" exception under section 552(b) of the Bankruptcy Code;

(d) waiving the equitable doctrine of "marshaling" with respect to any of the Prepetition Collateral for the benefit of any party other than the Prepetition Secured Parties; and

(e) granting related relief, all as more fully set forth herein.

This Court having considered the Motion, the exhibits thereto, the *Declaration of Stephen Coulombe in Support of Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Scheduling a Final Hearing, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* (the "**Coulombe Declaration**"), the First Day Declaration, and the evidence submitted and arguments made by the Debtors at the hearing, if necessary, before this Court on February 10, 2026 (the "**Interim Hearing**") and the hearing before this Court on March 27, 2026 (the "**Final Hearing**"); and due and proper notice of the Motion, the Interim Hearing, and the Final Hearing (if necessary) having been given as set forth in the Motion; and such notice having been adequate and appropriate under the applicable Bankruptcy Rules and Bankruptcy Local Rules; and the Interim Hearing and the Final Hearing (if necessary) having been held and concluded; and

notice of the Motion and opportunity for a hearing on the Motion having been appropriate and no other notice needing to be provided; and all objections, if any, to the relief requested in the Motion on a final basis having been withdrawn, resolved, or overruled by this Court; and this Court having determined that the legal and factual bases set forth in the Motion and at the Interim Hearing and the Final Hearing (if necessary) establish just cause for the relief granted herein; and it appearing that granting the relief requested in the Motion is fair and reasonable, in the best interests of the Debtors, and is essential for the continued operation of the Debtors' business and the preservation of the value of the Debtors' assets; and after due deliberation and consideration, and for good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING AND THE FINAL HEARING (IF NECESSARY), THIS COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[3]

A. Petition Date. On February 9, 2026 (the "**Petition Date**"), each of the Debtors filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "**Court**").

B. Debtors in Possession. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. The Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly

[3] The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

administered pursuant to Bankruptcy Rule 1015(b). On February 25, 2026, the United States Trustee for the District of New Jersey (the "**U.S. Trustee**") appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code [Docket No. 210] (the "**Committee**").

C. Jurisdiction and Venue. This Court has core jurisdiction over the Chapter 11 Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) 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.). This is a core proceeding pursuant to 28 U.S.C. § 157(b). The predicates for relief sought herein are sections 105, 361, 362, 363, 502, 503, 506, 507, and 552 of the Bankruptcy Code and Rules 2002, 4001, 6003, 6004, and 9014 of the Bankruptcy Rules. Venue for the Chapter 11 Cases and the proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Cash Collateral. Any and all cash of the Debtors, including cash, cash equivalents, and other amounts on deposit or maintained in any deposit account or any other account of the Debtors and any amounts generated by the collection of accounts receivable, the sale of inventory, or any other disposition of Prepetition Collateral (as defined herein), wherever located and whether existing as of the Petition Date or arising or acquired after the Petition Date, together with all proceeds of any of the foregoing, is cash collateral within the meaning of section 363(a) of the Bankruptcy Code (the "**Cash Collateral**") of the Prepetition Secured Parties (defined below). The Debtors are not able to use Cash Collateral without either (a) the Prepetition Secured Parties'

consent or (b) this Court's authorization after notice and a hearing pursuant to section 363(c)(2) of the Bankruptcy Code. The Prepetition Secured Parties have consented to the Debtors' use of the Cash Collateral, expressly limited to, and conditioned upon, the terms and conditions specified in the Cash Collateral Orders.

E. Debtors' Stipulations. In requesting the use of Cash Collateral (as defined herein), and in exchange for and as a material inducement to the consent of the Prepetition Secured Parties (as defined herein) to the use of their Cash Collateral, and subject only to the challenge rights set forth in paragraph 5 below (but subject to the limitations thereon contained herein), the Debtors, for themselves, their estates, and all representatives of such estates, acknowledge, represent, admit, stipulate, and agree as follows (collectively, the "**Debtors' Stipulations**"):

(i) *Prepetition ABL Loan Documents.* Prior to the Petition Date, certain of the Prepetition Secured Parties made loans, advances, and other extensions of credit pursuant to that certain Credit Agreement, originally dated as of December 7, 2020 (as amended, restated, supplemented, waived, or otherwise modified prior to the Petition Date, including pursuant to that certain Limited Consent and Seventh Amendment to Credit Agreement, dated as of February 8, 2026, the "**Prepetition ABL Credit Agreement**," and collectively with the Loan Documents (as defined in the Prepetition ABL Credit Agreement, and including that certain Canadian Limited Guarantee and Collateral Agreement, dated as of February 8, 2026 (the "**Canadian Guarantee Agreement**"), the "**Prepetition ABL Loan Documents**")), by and among (a) Penney Holdings LLC, as lead administrative borrower, and the other Loan Parties (as defined therein) party thereto (together with Penney Holdings LLC, collectively, the "**Prepetition ABL Loan Parties**"),

(b) Wells Fargo Bank, National Association ("**Wells Fargo**"), as administrative agent (solely in such capacity, the "**Prepetition ABL Administrative Agent**"), and (c) the Lenders (as defined in the Prepetition ABL Credit Agreement) from time to time party thereto with respect to the Revolving Loans, and any other Obligations (each as defined in the Prepetition ABL Credit Agreement) (collectively, the "**Prepetition ABL Lenders**," and collectively with the Prepetition ABL Administrative Agent and all other holders of Prepetition ABL Obligations (as defined herein), the "**Prepetition ABL Secured Parties**"). Each of the Prepetition ABL Loan Documents is valid, binding, non-voidable, and enforceable against the applicable Debtors in accordance with its terms.

(ii) *Prepetition Term Loan Documents.* Prior to the Petition Date, certain of the Prepetition Secured Parties made loans, advances, and other extensions of credit pursuant to that certain Credit Agreement, originally dated as of September 19, 2025 (as amended, restated, supplemented, waived, or otherwise modified prior to the Petition Date, including pursuant to that certain Limited Consent and First Amendment to Credit Agreement, dated as of February 8, 2026, the "**Prepetition Term Loan Credit Agreement**," and collectively with the Loan Documents (as defined in the Prepetition Term Loan Credit Agreement), the "**Prepetition Term Loan Documents**"), by and among (a) Penney Holdings LLC, as lead administrative borrower, and the other Loan Parties (as defined in the Prepetition Term Loan Credit Agreement) party thereto (together with Penney Holdings LLC, collectively, the "**Prepetition Term Loan Parties**"), (b) Whitehawk Capital Partners LP, as administrative and collateral agent (solely in such capacities, the "**Prepetition Term Loan Agent**"), and (d) the Lenders (as defined in the

Prepetition Term Loan Credit Agreement) from time to time party thereto with respect to the Loans and any other Obligations (each as defined in the Prepetition Term Loan Credit Agreement) (collectively, the "**Prepetition Term Loan Lenders**," and collectively with the Prepetition Term Loan Agent and all other holders of Prepetition Term Loan Obligations (as defined herein), the "**Prepetition Term Loan Secured Parties**"). Each of the Prepetition Term Loan Documents is valid, binding, non-voidable, and enforceable against the applicable Debtors in accordance with its terms.

(iii) *Prepetition Subordinated Loan Documents*. Prior to the Petition Date, certain of the Prepetition Secured Parties made loans, advances, and other extensions of credit pursuant to that certain Term Loan Credit, Guaranty and Security Agreement, dated as of February 23, 2024 (as amended, restated, supplemented, waived, or otherwise modified prior to the Petition Date, including pursuant to that certain Limited Consent and Third Amendment to Credit Agreement, dated as of February 8, 2026, the "**Prepetition Subordinated Loan Credit Agreement**," and together with the Prepetition ABL Credit Agreement and the Prepetition Term Loan Credit Agreement, the "**Prepetition Credit Agreements**," and the Prepetition Subordinated Loan Credit Agreement together with the Loan Documents (as defined in the Prepetition Subordinated Loan Credit Agreement), the "**Prepetition Subordinated Loan Documents**," and the Prepetition Subordinated Loan Documents collectively with the Prepetition ABL Loan Documents and the Prepetition Term Loan Documents, the "**Prepetition Loan Documents**"), by and among (a) Penney Holdings LLC, as lead administrative borrower, and the other Loan Parties (as defined in the Prepetition Subordinated Loan Credit Agreement) party thereto (together with

Penney Holdings LLC, collectively, the "**Prepetition Subordinated Loan Parties**"), (b) Copper Retail JV LLC, as administrative and collateral agent (solely in such capacities, the "**Prepetition Subordinated Loan Agent**," and collectively with the Prepetition ABL Administrative Agent and the Prepetition Term Loan Agent, the "**Prepetition Agents**"), and (c) the Lenders (as defined in the Prepetition Subordinated Loan Credit Agreement) from time to time party thereto with respect to the Loans and any other Obligations (each as defined in the Prepetition Subordinated Loan Credit Agreement) (collectively, the "**Prepetition Subordinated Loan Lenders**," and collectively with the Prepetition Subordinated Loan Agent and all other holders of Prepetition Subordinated Loan Obligations (as defined herein), the "**Prepetition Subordinated Loan Secured Parties**," and the Prepetition Subordinated Loan Secured Parties collectively with the Prepetition ABL Secured Parties and the Prepetition Term Loan Secured Parties, the "**Prepetition Secured Parties**"). Each of the Prepetition Subordinated Loan Documents is valid, binding, and, subject to applicable bankruptcy law, enforceable against the applicable Debtors in accordance with its terms.

(iv) *Prepetition ABL Obligations.* All indebtedness, liabilities, and obligations owing from time to time under the Prepetition ABL Loan Documents, specifically to the extent constituting Obligations (as defined in the Prepetition ABL Credit Agreement), and for the avoidance of doubt, including all fees, premiums, interest on interest, expenses of legal counsel and financial advisors, whether matured or unmatured, are collectively referred to herein as "**Prepetition ABL Obligations**." As of the Petition Date, each of the Debtors, without defense, counterclaim, or offset of any kind, were jointly and severally indebted and liable to the Prepetition

ABL Secured Parties under the Prepetition ABL Loan Documents in a principal amount not less than (x) $728,477,563 on account of Loans (as defined in the Prepetition ABL Credit Agreement), plus (y) additional amounts arising from and relating to Letters of Credit (as defined in the Prepetition ABL Credit Agreement) in the aggregate outstanding amount of $196,811,452.80, plus (z) all interest accrued and accruing thereon, together with all costs, fees, premiums, expenses (including attorneys' fees and legal expenses) and all other Obligations (as defined in the Prepetition ABL Credit Agreement) accrued, accruing, or otherwise chargeable in respect thereof or in addition thereto; *provided* that the liability of Debtor Eddie Bauer of Canada Corporation and Debtor 13051269 Canada Inc. (together, the "**Canadian Debtors,**" and Eddie Bauer LLC, SPARC EB Holdings LLC, and Eddie Bauer Gift Card Services LLC, the "**U.S. Debtors**") under the Prepetition ABL Loan Documents is limited to $6,384,000, subject to the terms of the Canadian Guarantee Agreement. The Prepetition ABL Obligations and the Prepetition ABL Loan Documents constitute (a) the legal, valid, binding, enforceable, and non-avoidable obligations and agreements of the Debtors, enforceable in accordance with their terms; and (b) allowed claims under sections 502 and 506 of the Bankruptcy Code. The Prepetition ABL Liens, the Prepetition ABL Obligations, and all payments made to any of the Prepetition ABL Secured Parties or applied to the Prepetition ABL Obligations owing under the Prepetition ABL Loan Documents prior to the Petition Date, are not subject to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or "claim" (as defined in the Bankruptcy Code) of any kind, nature or description pursuant to the Bankruptcy Code or other applicable law.

(v) *Prepetition Term Loan Obligations.* All indebtedness, liabilities, and obligations owing from time to time under the Prepetition Term Loan Documents, specifically to the extent constituting Obligations (as defined in the Prepetition Term Loan Credit Agreement), and for the avoidance of doubt, including all fees, premiums, interest on interest, expenses of legal counsel and financial advisors, whether matured or unmatured, are collectively referred to herein as "**Prepetition Term Loan Obligations**." As of the Petition Date, the applicable Debtors were indebted and liable under the Prepetition Term Loan Documents to the Prepetition Term Loan Lenders in respect of the Prepetition Term Loan Obligations for: (a) an aggregate principal amount of not less than $600,000,000 in respect of the Loans issued under the Prepetition Term Loan Credit Agreement; and (b) accrued and unpaid interest, fees, premiums, and costs, expenses (including any attorneys' and financial advisors' fees), charges, indemnities, and all other Obligations (as defined in the Prepetition Term Loan Credit Agreement) incurred or accrued with respect to the foregoing pursuant to, and in accordance with, the Prepetition Term Loan Documents. The Prepetition Term Loan Obligations and the Prepetition Term Loan Documents constitute (x) the legal, valid, binding, enforceable, and non-avoidable obligations and agreements of the applicable Debtors, enforceable in accordance with their terms; and (y) allowed claims under sections 502 and 506 of the Bankruptcy Code. The Prepetition Term Loan Liens, the Prepetition Term Loan Obligations, and all payments made to any of the Prepetition Term Loan Secured Parties or applied to the Prepetition Term Loan Obligations owing under the Prepetition Term Loan Documents prior to the Petition Date are not subject to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or "claim" (as defined in the

Bankruptcy Code) of any kind, nature, or description pursuant to the Bankruptcy Code or other applicable law.

(vi) *Prepetition Subordinated Loan Obligations.* All indebtedness, liabilities, and obligations owing from time to time under the Prepetition Subordinated Loan Documents, specifically to the extent constituting Obligations (as defined in the Prepetition Subordinated Loan Credit Agreement), and for the avoidance of doubt, including all fees, premiums, interest on interest, and expenses of legal counsel and financial advisors, whether matured or unmatured, are collectively referred to herein as "**Prepetition Subordinated Loan Obligations**," and the Prepetition ABL Obligations, the Prepetition Term Loan Obligations, and the Prepetition Subordinated Loan Obligations are, together, collectively referred to herein as the "**Prepetition Secured Obligations**." As of the Petition Date, the applicable Debtors were indebted and liable under the Prepetition Subordinated Loan Documents to the Prepetition Subordinated Loan Lenders in respect of the Prepetition Subordinated Loan Obligations for: (a) an aggregate principal amount of not less than $216,281,687 in respect of the Loans issued under the Prepetition Subordinated Loan Credit Agreement; and (b) accrued and unpaid interest, fees, and costs, expenses (including any attorneys' and financial advisors' fees), charges, indemnities, and all other Obligations (as defined in the Prepetition Subordinated Loan Credit Agreement) incurred or accrued with respect to the foregoing pursuant to, and in accordance with, the Prepetition Subordinated Loan Documents. The Prepetition Subordinated Loan Obligations and the Prepetition Subordinated Loan Documents constitute (x) the legal, valid, binding enforceable, and non-avoidable obligations and agreements of the applicable Debtors, enforceable in accordance

with their terms; and (y) allowed claims under sections 502 and 506 of the Bankruptcy Code. The Prepetition Subordinated Loan Liens, the Prepetition Subordinated Loan Obligations, and all payments made to any of the Prepetition Subordinated Loan Secured Parties or applied to the Prepetition Subordinated Loan Obligations owing under the Prepetition Subordinated Loan Documents prior to the Petition Date, are not subject to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or "claim" (as defined in the Bankruptcy Code) of any kind, nature, or description pursuant to the Bankruptcy Code or other applicable law.

(vii) *Prepetition Liens and Prepetition Collateral.* Pursuant to and as more particularly described in the Prepetition Loan Documents, and subject in all cases to the terms of the Intercreditor Agreements (as defined herein), as applicable, the Prepetition Secured Obligations are secured by, among other things, senior liens on, security interests in, and assignments and pledges of (collectively, the "**Prepetition Liens**," and as such Prepetition Liens secure Obligations under and as defined in the Prepetition ABL Credit Agreement, the Prepetition Term Loan Credit Agreement, and the Prepetition Subordinated Loan Credit Agreement, the "**Prepetition ABL Liens**," the "**Prepetition Term Loan Liens**," and the "**Prepetition Subordinated Loan Liens**," respectively), substantially all assets of the applicable Debtors as more fully described in the Prepetition Loan Documents, including without limitation, any property of the Debtors described as Collateral in the Prepetition Loan Documents (the "**Prepetition Collateral**"), subject, however, to other valid, perfected, and unavoidable senior priority liens and security interests existing as of the Petition Date, or coming into existence after the Petition Date to the extent permitted by the Bankruptcy Code and applicable law without

requiring Court authorization, securing valid, binding, and unavoidable obligations permitted under the Loan Documents or arising by operation of applicable law (collectively, the "**Permitted Encumbrances**"). The Prepetition Liens granted to the Prepetition Agents for the benefit of themselves and the Prepetition Secured Parties in the Prepetition Collateral pursuant to and in connection with the Loan Documents, including, without limitation, any security agreements, pledge agreements, mortgages, deeds of trust, deposit account control agreements, and other security documents executed by any of the Debtors in favor of any of the Prepetition Agents, (a) are valid, binding, perfected, enforceable, non-avoidable, properly perfected liens and security interests in the Debtors' assets, (b) are not subject, pursuant to the Bankruptcy Code or other applicable law, to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or "claim" (as defined in the Bankruptcy Code) of any kind, (c) are subject and/or subordinate only to Permitted Encumbrances, the Carve Out, and the Canadian Court Liens, and (d) constitute the legal, valid, and binding obligations of the Debtors, enforceable in accordance with the terms of the applicable Loan Documents.

(viii) *Validity of Prepetition ABL Obligations.* The Prepetition ABL Liens are (a) valid, binding, perfected, duly recorded, and enforceable liens on, and security interests in, the Prepetition Collateral, and (b) not subject to, pursuant to the Bankruptcy Code or other applicable law (foreign or domestic), avoidance, disallowance, reduction, recharacterization, recovery, subordination (whether equitable, contractual, or otherwise), attachment, setoff, offset, recoupment, counterclaim, defense, "claim" (as such term is defined in the Bankruptcy Code), impairment, or any other challenge of any kind by any person or entity. The Prepetition ABL

Liens were granted for fair consideration and reasonably equivalent value and were granted in consideration of the making and/or continued making of loans, commitments, and/or other financial accommodations under the Prepetition ABL Loan Documents. The Prepetition ABL Obligations owing to the Prepetition ABL Secured Parties constitute legal, valid, and binding obligations of the applicable Debtors, enforceable against them in accordance with their respective terms, and no portion of the Prepetition ABL Obligations or any payments made to the Prepetition ABL Secured Parties or applied to or paid on account of the Prepetition ABL Obligations owing under the Prepetition ABL Loan Documents prior to the Petition Date is subject to any contest, attack, rejection, recovery, recoupment, reduction, defense, counterclaim, setoff, offset, subordination (whether equitable, contractual, or otherwise), recharacterization, avoidance, or other claim, cause of action, or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law. The Prepetition ABL Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(ix) *Validity of Prepetition Term Loan Obligations.* The Prepetition Term Loan Liens are (a) valid, binding, perfected, duly recorded, and enforceable liens on, and security interests in, the Prepetition Collateral, and (b) not subject to, pursuant to the Bankruptcy Code or other applicable law (foreign or domestic), avoidance, disallowance, reduction, recharacterization, recovery, subordination (whether equitable, contractual, or otherwise), attachment, setoff, offset, recoupment, counterclaim, defense, "claim" (as such term is defined in the Bankruptcy Code), impairment, or any other challenge of any kind by any person or entity. The Prepetition Term Loan Liens were granted for fair consideration and reasonably equivalent value and were granted

in consideration of the making and/or continued making of loans, commitments, and/or other financial accommodations under the Prepetition Term Loan Documents. The Prepetition Term Loan Obligations owing to the Prepetition Term Loan Secured Parties constitute legal, valid, and binding obligations of the applicable Debtors, enforceable against them in accordance with their respective terms, and no portion of the Prepetition Term Loan Obligations or any payments made to the Prepetition Term Loan Secured Parties or applied to or paid on account of the Prepetition Term Loan Obligations owing under the Prepetition Term Loan Documents prior to the Petition Date is subject to any contest, attack, rejection, recovery, recoupment, reduction, defense, counterclaim, setoff, offset, subordination (whether equitable, contractual, or otherwise), recharacterization, avoidance, or other claim, cause of action, or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law. The Prepetition Term Loan Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(x) *Validity of Prepetition Subordinated Loan Obligations.* The Prepetition Subordinated Loan Liens are (a) valid, binding, perfected, duly recorded, and enforceable liens on, and security interests in, the Prepetition Collateral, and (b) not subject to, pursuant to the Bankruptcy Code or other applicable law (foreign or domestic), avoidance, disallowance, reduction, recharacterization, recovery, subordination (whether equitable, contractual, or otherwise), attachment, setoff, offset, recoupment, counterclaim, defense, "claim" (as such term is defined in the Bankruptcy Code), impairment, or any other challenge of any kind by any person or entity. The Prepetition Subordinated Loan Liens were granted for fair consideration and

reasonably equivalent value and were granted in consideration of the making and/or continued making of loans, commitments, and/or other financial accommodations under the Prepetition Subordinated Loan Documents. The Prepetition Subordinated Loan Obligations owing to the Prepetition Subordinated Loan Secured Parties constitute legal, valid, and binding obligations of the applicable Debtors, enforceable against them in accordance with their respective terms, and no portion of the Prepetition Subordinated Loan Obligations or any payments made to the Prepetition Subordinated Loan Secured Parties or applied to or paid on account of the Prepetition Subordinated Loan Obligations owing under the Prepetition Subordinated Loan Documents prior to the Petition Date is subject to any contest, attack, rejection, recovery, recoupment, reduction, defense, counterclaim, setoff, offset, subordination (whether equitable, contractual, or otherwise), recharacterization, avoidance, or other claim, cause of action, or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law. The Prepetition Subordinated Loan Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(xi) *No Control*. None of the Prepetition ABL Secured Parties or the Prepetition Term Loan Secured Parties controls (or in the past controlled) the Debtors or their properties or operations, has authority to determine the manner in which any of the Debtors' operations are conducted, or is a control person or insider of the Debtors or any of their affiliates by virtue of any of the actions taken with respect to, in connection with, related to, or arising from the Cash Collateral Orders or the Prepetition ABL Loan Documents or Prepetition Term Loan Documents, respectively.

(xii) *No Claims Against Prepetition ABL Secured Parties, Prepetition Term Loan Secured Parties, or Prepetition Subordinated Loan Secured Parties*. The Debtors hold no valid or enforceable "claims" (as defined in the Bankruptcy Code), counterclaims, causes of action, defenses, or setoff rights of any kind (including any challenge, avoidance, disallowance, disgorgement, recharacterization, or subordination) against any of the Prepetition ABL Secured Parties, Prepetition Term Loan Secured Parties, Prepetition Subordinated Loan Secured Parties, and/or the Prepetition Collateral. Each Debtor hereby forever waives and releases any and all "claims" (as defined in the Bankruptcy Code), counterclaims, causes of action, defenses, or setoff rights against each of the Prepetition ABL Secured Parties, Prepetition Term Loan Secured Parties, Prepetition Subordinated Loan Secured Parties, and each of their respective officers, directors, employees, agents, sub-agents, attorneys, consultants, advisors, and affiliates, in each case in their capacities as such, and the Collateral, whether arising at law or in equity, under tort (including lender liability) or contract, including recharacterization, subordination, avoidance, or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable state or federal law.

(xiii) *Prepetition Intercreditor Agreements*.

a) *ABL-Term Loan Intercreditor Agreement*. Reference is made to that certain Intercreditor Agreement, dated as of September 19, 2025 (as amended, restated, supplemented, waived, or otherwise modified prior to the Petition Date, the "**ABL-Term Loan Intercreditor Agreement**"), by and among (i) the Prepetition ABL Administrative Agent, (ii) the Prepetition Term Loan Agent, and (iii) Penney Intermediate Holdings LLC, as holdings,

(iv) Penney Borrower LLC, as lead borrower, and (v) the Prepetition ABL Loan Parties and the Prepetition Term Loan Parties from time to time party thereto. Among other things, the ABL-Term Loan Intercreditor Agreement governs the rights, interests, obligations, priorities, and positions of the liens and claims of the Prepetition ABL Secured Parties and the Prepetition Term Loan Secured Parties with respect to the Prepetition Liens and the Prepetition Collateral. Pursuant to the ABL-Term Loan Intercreditor Agreement, the parties thereto agreed, among other things, that any lien on the ABL Priority Collateral (as defined in the ABL-Term Loan Intercreditor Agreement) securing or purporting to secure any Prepetition ABL Obligations shall have priority over and be senior in all respects and prior to any lien on the ABL Priority Collateral securing or purporting to secure any Prepetition Term Loan Obligations. Pursuant to the ABL-Term Loan Intercreditor Agreement, the parties thereto agreed, among other things, that any lien on the Term Loan Priority Collateral (as defined in the ABL-Term Loan Intercreditor Agreement) securing or purporting to secure any Prepetition Term Loan Obligations shall have priority over and be senior in all respects and prior to any lien on the Term Loan Priority Collateral securing or purporting to secure any Prepetition ABL Obligations.

b) *Senior-Subordinated Intercreditor Agreement*. Reference is made to that certain Intercreditor Agreement, dated as of September 19, 2025 (as amended, restated, supplemented, waived, or otherwise modified prior to the Petition Date, the "**Senior-Subordinated Intercreditor Agreement**," and together with the ABL-Term Loan Intercreditor Agreement, the "**Intercreditor Agreements**"), by and among (i) the Prepetition ABL Administrative Agent, (ii) the Prepetition Term Loan Agent, (iii) the Prepetition Subordinated

Loan Agent, and (iv) the Prepetition ABL Loan Parties, the Prepetition Term Loan Parties, and the Prepetition Subordinated Loan Parties from time to time party thereto. Among other things, the Senior-Subordinated Intercreditor Agreement governs the rights, interests, obligations, priorities, and positions of the liens and claims of the Prepetition ABL Secured Parties, the Prepetition Term Loan Secured Parties, and the Prepetition Subordinated Loan Secured Parties with respect to the Prepetition Liens and the Prepetition Collateral. Pursuant to the Senior-Subordinated Intercreditor Agreement, the parties thereto agreed, among other things, that any lien on the Prepetition Collateral securing or purporting to secure any Prepetition ABL Obligations or Prepetition Term Loan Obligations shall, subject to the terms of the ABL-Term Loan Intercreditor Agreement, have priority over and be senior in all respects and prior to any lien on the Prepetition Collateral securing or purporting to secure any Prepetition Subordinated Loan Obligations.

c) Pursuant to section 510 of the Bankruptcy Code, the Intercreditor Agreements and any other applicable intercreditor or subordination provisions contained in any of the other Prepetition Loan Documents (i) are in full force and effect, (ii) shall continue to govern the relative priorities, rights, and remedies of the Prepetition Secured Parties (including the relative priorities, rights, and remedies of such parties with respect to replacement liens, administrative expense claims, and superpriority administrative expense claims granted or amounts payable in respect thereof by the Debtors under the Cash Collateral Orders or otherwise), and (iii) shall not be deemed to be amended, altered, or modified by the terms of this Final Order, unless otherwise expressly set forth herein.

F. Adequate Protection for the Prepetition Secured Parties. The Prepetition Secured Parties are entitled to receive adequate protection pursuant to sections 361, 362, and 363 of the Bankruptcy Code for any diminution in the value, from and after the Petition Date, of their respective interests in the Prepetition Collateral, including, without limitation, the amount of Cash Collateral used by any Debtor during these Chapter 11 Cases resulting from the imposition of the stay, the funding of the Carve Out to the extent set forth herein, any other act or omission which may cause diminution in the value of its rights or interests in the Prepetition Collateral, the use, sale, or lease of the Prepetition Collateral, or from the granting of a security interest in the Prepetition Collateral, net of any cash payments actually received by the applicable Prepetition Secured Parties on account of the Weekly Paydowns (as defined herein) (collectively, the "**Diminution in Value**"); *provided*, that nothing set forth herein shall be construed as a determination or finding as to the amount of any Diminution in Value of the Prepetition Collateral. As adequate protection therefor, the Prepetition Secured Parties will receive the adequate protection described in the Cash Collateral Orders, including the adequate protection set forth in paragraph 7 hereof. In exchange for such adequate protection, the Prepetition Secured Parties have consented to the Debtors' use of the Cash Collateral, solely on the terms and conditions set forth in the Cash Collateral Orders. The adequate protection and other benefits and privileges provided herein by the Debtors are consistent with and authorized by section 363 and all other relevant provisions of the Bankruptcy Code and are necessary to obtain the Prepetition Secured Parties' consent to the use of the Cash Collateral. The terms of the proposed adequate protection arrangements and of the use of the Collateral (as defined herein), including the Cash Collateral,

are fair and reasonable, reflect the Debtors' prudent exercise of business judgment, and constitute reasonably equivalent value and fair consideration for the use of Cash Collateral. The Prepetition Secured Parties reserve the right to seek additional adequate protection beyond the adequate protection provided in the Cash Collateral Orders, and nothing in the Cash Collateral Orders or otherwise shall be deemed or construed to limit, impair, or otherwise prejudice the Prepetition Secured Parties' rights to seek and/or obtain such other or additional adequate protection or any other relief during these Chapter 11 Cases.

G. Good Cause. Good cause has been shown for immediate entry of this Final Order, and the entry of this Final Order is in the best interests of the Debtors, the Estates, and their stakeholders. Among other things, the relief granted herein will avoid distracting litigation, added administrative expense, possible delay, and will minimize disruption of the Debtors' businesses and permit the Debtors to immediately satisfy expenses necessary to maximize the value of the Estates.

H. Good Faith. The terms of the Cash Collateral arrangement described herein are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration. The Debtors' use of Cash Collateral in accordance with the terms hereof has been negotiated in good faith and at arms' length among the Debtors and the Prepetition ABL Administrative Agent, the Prepetition Term Loan Agent, and the Prepetition Subordinated Loan Agent, and the consent of the Prepetition ABL Administrative Agent, the Prepetition Term Loan Agent, and the Prepetition Subordinated Loan Agent to the Debtors' use of the Cash Collateral in accordance with the terms

hereof shall be deemed to have been made in good faith. Accordingly, the claims, superpriority claims, replacement liens, and other protections granted to the Prepetition ABL Secured Parties, the Prepetition Term Loan Secured Parties, and the Prepetition Subordinated Loan Secured Parties pursuant to the Cash Collateral Orders will not be affected by any subsequent reversal, modification, vacatur, amendment, reargument, or reconsideration of the Cash Collateral Orders or any other order, solely to the extent such claims, superpriority claims, replacement liens, and other protections exist as of the date of any such subsequent reversal, modification, vacatur, amendment, reargument, or reconsideration.

I. Proper Exercise of Business Judgment; Arm's-Length, Good-Faith Negotiations. Based on the Motion, the First Day Declaration, the Coulombe Declaration, and the record presented to this Court at the Interim Hearing and the Final Hearing (if necessary), (i) the adequate protection to be granted to the Prepetition Secured Parties hereunder, (ii) the terms on which the Debtors may continue to use Prepetition Collateral (including Cash Collateral) as reflected herein, and (iii) the Cash Collateral arrangements described herein pursuant to the Cash Collateral Orders, in each case: (a) are fair, reasonable, and the best available to the Debtors under the circumstances; (b) reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties; and (c) are supported by reasonably equivalent value and fair consideration. The Debtors' use of Prepetition Collateral (including Cash Collateral) was negotiated in good faith and at arm's length among the Debtors and the Prepetition Secured Parties.

J. Consent by Prepetition Secured Parties. The Prepetition Secured Parties have consented to, or are deemed to consent under, the applicable Intercreditor Agreement to the

Debtors' use of Cash Collateral, in accordance with and subject to the terms and conditions provided for in the Cash Collateral Orders, including the respective rights and obligations of the Prepetition Secured Parties set forth in the Intercreditor Agreements.

K. Notice. In accordance with Bankruptcy Rules 2002, 4001(b) and (d), and 9014, the Bankruptcy Local Rules, notice of the Interim Hearing and the Final Hearing (if necessary) and the relief requested in the Motion has been provided by the Debtors. The notice given by the Debtors of the Motion, the relief requested therein, and of the Interim Hearing and the Final Hearing (if necessary) is good, sufficient, and appropriate and complies with the requirements of the Bankruptcy Rules, and no other or further notice is required.

Based upon the forgoing findings of fact and conclusions of law, the Motion, the record before this Court with respect to the Motion, and after due consideration and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. Motion Granted. The Motion is GRANTED on a final basis, as set forth herein. Any objection to the entry of the Cash Collateral Orders, to the extent not withdrawn, waived, or resolved, is hereby denied and overruled.

2. Authorization to Use Cash Collateral. The Debtors are hereby authorized, on a final basis, to use the Cash Collateral solely in accordance with and to the extent set forth in the Approved Budget (as defined herein) and this Final Order (including the Carve Out) during the period commencing on the date of this Final Order through the Termination Date (as defined herein) (the "**Cash Collateral Period**"), in an amount not to exceed at any time, prior to the

payment in full of the Prepetition Secured Parties, the aggregate amount of disbursements projected in the Approved Budget (as defined herein), subject to the Permitted Variances (as defined herein) and the other terms of paragraph 4(e), from the Petition Date through the date of measurement, or such other amounts that may be agreed to in writing by the Prepetition ABL Administrative Agent in its Permitted Discretion.[4]

3. Minimum Sweep Balance. Subject to the Carve Out, commencing on Friday, March 6, 2026, and on each Friday thereafter, the Debtors shall calculate for the purpose of determining the Weekly Paydown Amount (as defined herein), as of any date of determination: (a) the Debtors' good faith estimate of the actual ending cash balance as of the end of the determination date, *less* (b) the amount set forth in the line item titled "Ending Book Cash" for the week of the determination date in the applicable Approved Budget, *less* (c) all outstanding and unpaid disbursements through the determination date in the applicable Approved Budget, *less* (d) the greater of (i) zero, and (ii) (x) actual total cash receipts through the determination date *less* (y) the amount set forth in the line item titled "Cash Receipts" through the determination date in the applicable Approved Budget, *less* (e) the amount, if any, by which the amount due to be funded into the Funded Reserve Account pursuant to paragraph 13 hereof for such week exceeds the amount set forth in the line item titled "Professional Fees" for the week of the determination date in the applicable Approved Budget, *less* (f) the incremental amount attributable to the Permitted Variance applicable to such outstanding and unpaid disbursements referenced in (c) of this

[4] "**Permitted Discretion**" as used herein shall mean acting reasonably from the standpoint of a secured asset-based lender or secured term loan lender, as applicable.

paragraph (the "**Minimum Sweep Balance**"). The Minimum Sweep Balance will be funded in accordance with the Approved Budget and from the proceeds of the Prepetition Collateral (including Cash Collateral).

4. Budget.

(a) Subject to the other provisions of this Final Order, the Debtors may use Cash Collateral during the Cash Collateral Period only to pay the expenses set forth in the 13-week cash collateral budget, a summary of which is attached as **Exhibit 1** hereto (as the same may be updated from time to time with the prior written consent of the Prepetition ABL Administrative Agent, the "**Approved Budget**") in the amounts and during the periods in which such expenses are projected in the Approved Budget to be paid, subject to the Permitted Variances and the other terms of paragraph 4(e). Each Approved Budget shall be delivered to counsel to the Committee and the U.S. Trustee.

(b) Beginning on the first Wednesday that is at least 28 calendar days after the Petition Date, and every 28 calendar days thereafter, as applicable, the Debtors shall provide a revised budget updating the budget line items only for the 13-week period following delivery of such revised budget (each, a "**Proposed Budget**") to the Prepetition ABL Administrative Agent by 5:00 p.m. (prevailing Eastern Time), which Proposed Budget shall be acceptable to the Debtors and the Prepetition ABL Administrative Agent in its Permitted Discretion. If the Prepetition ABL Administrative Agent approves of the Proposed Budget in writing (with e-mail to counsel to the Debtors being sufficient), then such Proposed Budget shall be deemed the Approved Budget for the period covered thereby. If the Prepetition ABL Administrative Agent does not approve the

Proposed Budget in writing, then the then-existing Approved Budget shall remain the Approved Budget until an updated Approved Budget has been approved; *provided*, that in such case, when the period covered by the previously Approved Budget expires, the Approved Budget will be derived in a manner reasonably satisfactory to the Debtors and the Prepetition ABL Administrative Agent and consistent with the weekly details set forth in the previously Approved Budget.

(c) Beginning on Wednesday during the third full week following the Petition Date, and every third business day of the week thereafter, the Debtors shall deliver a budget variance report (the "**Budget Variance Report**") to the Prepetition Agents and the Committee by 5:00 p.m. (prevailing Eastern Time). Beginning with the fourth full week following the Petition Date, the Budget Variance Report shall set forth on a line-item basis, as of the preceding Saturday of such week, variances of all actual amounts received or disbursed relative to the amounts projected for each such line-item in the Approved Budget for the prior cumulative four-week period (each, a "**Testing Period**"). Each Budget Variance Report shall also show cash balances.

(d) To the extent requested, the Debtors' financial advisor, Berkeley Research Group, LLC, shall, beginning in the third full week following the Petition Date, establish a standing weekly call with advisors to the Prepetition Secured Parties to address questions related to the Budget Variance Report and other information that is reasonably requested by any Prepetition Agent.

(e) Notwithstanding the Approved Budget, the following limited variances shall be permitted (each such variance, a "**Permitted Variance**," and all Permitted Variances collectively, the "**Permitted Variances**"), each measured at the end of each applicable Testing

Period: (i) the actual total receipts during such Testing Period shall not be less than 85% of the total projected receipts set forth in the Approved Budget for such Testing Period; and (ii) the actual total disbursements during such Testing Period shall not exceed 110% of the projected disbursements set forth in the Approved Budget for such Testing Period; *provided*, that for purposes of calculating the Permitted Variance, neither the projected amount nor the actual amount of the following disbursements shall be included in such calculation: (i) Allowed Professional Fees incurred by the Debtors, the Committee, and the Information Officer and its counsel in the Canadian Proceeding; (ii) amounts owed to the U.S. Trustee; (iii) fees and expenses owed to the Prepetition Secured Parties; (iv) any disbursements paid to the Debtors' claims and noticing agent; and (v) fees and expenses of Hilco Merchant Resources, LLC and SB360 Capital Partners, LLC, as set forth in the Agency Agreement attached as Exhibit A to the *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*.

(f) Notwithstanding anything to the contrary set forth herein or otherwise, neither Cash Collateral nor the Carve Out may be used (i) to investigate, initiate, or prosecute (except as expressly provided in this section 4(f)), initiation, prosecution, joinder to, or financing of the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, or other litigation of any type (A) against the Prepetition Secured Parties or seek relief that would impair the rights and remedies of the Prepetition Secured Parties under the Prepetition Loan Documents or the Cash Collateral Orders, including, without

limitation, for the payment of any services rendered by the professionals retained by the Debtors or the Committee in connection with the assertion of or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense, or other contested matter, that is adverse to the interests of any of the Prepetition Secured Parties; (B) invalidating, setting aside, avoiding, or subordinating, in whole or in part, any of the Prepetition Secured Obligations or Prepetition Liens on Prepetition Collateral or any portion thereof; or (C) for monetary, injunctive, or other affirmative relief against any of the Prepetition Secured Parties or with respect to any of the Prepetition Liens on the Prepetition Collateral; (ii) for objecting to or challenging in any way the legality, validity, priority, perfection, or enforceability of any claims, liens, or interests (including the Prepetition Liens) held by or on behalf of any of the Prepetition Secured Parties; (iii) for asserting, commencing, or prosecuting any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions (as defined herein) against any of the Prepetition Secured Parties; (iv) for prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of any of the Prepetition Liens, the Prepetition Secured Obligations, or any other rights or interests of the Prepetition Secured Parties under the Prepetition Loan Documents or herein; or (v) preventing, hindering, or otherwise delaying the exercise by any of the Prepetition Agents or any other Prepetition Secured Party of any rights under the Cash Collateral Orders; *provided*, *however*, that an amount up to $50,000 of Cash Collateral nevertheless may be used exclusively by the Committee solely to investigate the foregoing matters within the Challenge Period (as defined herein).

(g) Notwithstanding anything to the contrary in the Prepetition Loan Documents, to the extent not cash collateralized prior to the Petition Date or set forth in the Approved Budget, the Debtors may, but shall not be required to, cash collateralize any letters of credit or any similar instrument outstanding under the Prepetition Loan Documents.

(h) The Prepetition ABL Administrative Agent may, in its discretion, agree in writing to the use of the Cash Collateral (i) in a manner or amount which does not conform to the Approved Budget (each such approved non-conforming use of Cash Collateral, a "**Non-Conforming Use**") or (ii) for a period following the Termination Date (such period, the "**Subsequent Budget Period**"). If such written consent is given, the Debtors shall be authorized pursuant to this Final Order to expend Cash Collateral for any such Non-Conforming Use or any such Subsequent Budget Period in accordance with a subsequent Approved Budget (a "**Subsequent Budget**") without further Court approval, and the Prepetition Agents and other Prepetition Secured Parties shall be entitled to all of the protections specified in this Final Order for any such use of Cash Collateral; *provided*, that each such permitted Non-Conforming Use shall be deemed a modification to the Approved Budget for all testing purposes. The Debtors shall provide notice of any Non-Conforming Use, Subsequent Budget Period, and Subsequent Budget to the U.S. Trustee and counsel to the Committee two (2) business days prior to implementation.

5. Effect of Stipulation on Third Parties.

(a) Subject to the terms of paragraph 5(b), each stipulation, admission, and agreement contained in the Cash Collateral Orders including, without limitation, the Debtors' Stipulations, shall be binding upon the Debtors, their estates, and any successors thereto (including,

without limitation, any chapter 7 or chapter 11 trustee appointed or elected for the Debtors), creditors, responsible persons, examiners with expanded powers, any other estate representatives, and any other third parties and all of their successors in interest and assigns, including, without limitation, the Committee, under all circumstances and for all purposes, and the Debtors are deemed to have irrevocably waived and relinquished all Challenges (as defined herein) as of the date of the Petition Date.

(b) Nothing in this Final Order shall prejudice the rights of the Committee or any other party in interest, if granted standing by the Court, to seek, solely in accordance with the provisions of this paragraph 5(b), to assert claims against any of the Prepetition Agents or any other Prepetition Secured Parties, on behalf of the Debtors or the Debtors' creditors or to otherwise challenge the Debtors' Stipulations, including, in relation to (i) the validity, extent, priority, or perfection of the security interests, and liens of the Prepetition Agents or any other Prepetition Secured Parties, (ii) the validity, allowance, priority, or amount of the Prepetition ABL Obligations, the Prepetition Term Loan Obligations, or the Prepetition Subordinated Loan Obligations, or (iii) any liability of the any of the Prepetition Secured Parties with respect to anything arising from the Loan Documents, in each case whether under sections 502 or 506 of the Bankruptcy Code or otherwise (collectively, the "**Prepetition Lien and Claim Matters**"); *provided*, that, solely to the extent that any such party in interest (including the Committee) with standing and requisite authority (other than the Debtors, as to which any Challenge is irrevocably waived and relinquished) timely files the appropriate papers, and timely commences the appropriate proceeding required under the Bankruptcy Code and Bankruptcy Rules, including,

without limitation, as required pursuant to Part VII of the Bankruptcy Rules (in each case subject to the limitations set forth in paragraph 4(f) of this Final Order) challenging (or to the extent challenging) the Prepetition Lien and Claim Matters (each such proceeding or appropriate pleading commencing a proceeding or other contested matter, a "**Challenge**") by no later than, (x)(i) with respect to the Committee, the Effective Date of the Plan (as defined therein), and (ii) with respect to all other parties in interest, the earlier of (A) seventy-five (75) calendar days from the Petition Date and (B) the date that this Court confirms the Plan, unless such date is extended in writing by the Debtors (e-mail being sufficient), subject to the written consent of each of the Prepetition Agents (e-mail being sufficient) (collectively, the "**Challenge Period**"). The timely filing of a motion seeking standing to file a Challenge before the termination of the Challenge Period that attaches a proposed pleading commencing such Challenge shall toll the Challenge Period only as to the party that timely filed such standing motion and only as to the specific claims and causes of action raised in such standing motion until such motion is resolved or adjudicated by the Court. Any pleadings filed in any Challenge proceeding shall set forth with specificity the basis for such Challenge, and any Challenge not so specified prior to the Challenge Period shall be deemed forever waived, released, and barred.

(c) *Binding Effect.* To the extent no Challenge is timely and properly commenced during the Challenge Period by a party in interest with requisite standing, or to the extent such proceeding does not result in a final and non-appealable judgment or order of this Court that is inconsistent with the Prepetition Lien and Claim Matters, then, without further notice, motion, or application to, order of, or hearing before this Court, and without the need or

requirement to file any proof of claim, the Prepetition Lien and Claim Matters shall, pursuant to this Final Order, become final, conclusive, and binding on the Debtors, their estates, all creditors, any person, entity, or party in interest in the Chapter 11 Cases, and the successors and assigns, as applicable, of any of the foregoing, and in any Successor Cases (as defined herein) for all purposes and shall not be subject to challenge or objection by any party in interest, including, without limitation, a trustee, responsible individual, examiner with expanded powers, or other representative of the Debtors' estates. More specifically, as to (i) any parties in interest, including the Committee, that fail to file a Challenge within the Challenge Period, or if any such Challenge is filed and overruled, or (ii) any and all matters that are not expressly the subject of a timely Challenge: (A) any and all such Challenges by any party (including, without limitation, the Committee, any chapter 11 trustee, any examiner, or any other estate representative appointed in the Chapter 11 Cases, or any chapter 7 trustee, any examiner, or any other estate representative appointed, as applicable, in any Successor Cases), shall be deemed to be forever waived and barred; (B) all of the findings, Debtors' Stipulations, waivers, releases, affirmations, and other stipulations hereunder as to the priority, extent, validity, and enforceability as to the Prepetition Liens and the Prepetition Secured Obligations shall be of full force and effect and forever binding upon the Debtors' estates and all creditors, interest holders, and other parties in interest in the Chapter 11 Cases and any Successor Cases; and (C) the Prepetition Secured Parties and each of their respective agents, officers, directors, employees, attorneys, consultants, professionals, successors, and assigns shall be deemed released and discharged from all claims and causes of

action arising out of or in any way relating to the Prepetition Lien and Claim Matters and shall not be subject to any further objection or challenge by any party at any time.

(d) *No Standing.* Nothing in this Final Order vests or confers on any "person" (as such term is defined in the Bankruptcy Code), including the Committee, standing or authority to pursue any claim or cause of action belonging to the Debtors and/or their estates, including, without limitation, any Challenge with respect to the Prepetition Loan Documents, the Prepetition Liens, and/or the Prepetition Secured Obligations.

6. Termination Date. Unless otherwise ordered by this Court, the Debtors' authorization, and the Prepetition Secured Parties' consent, subject in all circumstances to the respective rights and obligations of the Prepetition Secured Parties set forth in the Intercreditor Agreements, to use Cash Collateral in accordance with this Final Order shall terminate on the earliest to occur of (the "**Termination Date**"): (a) the date that is 45 days after the Petition Date, unless such date is extended pursuant to the written consent of the Prepetition ABL Administrative Agent and the Prepetition Term Loan Agent (which may be by e-mail among counsel to the Debtors, counsel to the Prepetition ABL Secured Parties and counsel to the Prepetition Term Loan Secured Parties); *provided*, that the Termination Date shall be extended to 180 calendar days after the Petition Date upon entry of this Final Order; (b) consummation of a confirmed chapter 11 plan in the Chapter 11 Cases; and (c) the delivery by the Prepetition ABL Administrative Agent to counsel to the Debtors, counsel to the Prepetition Term Loan Agent, counsel to the Prepetition Subordinated Loan Agent, and counsel to the Committee of notice of the occurrence of a Termination Event and the expiration of the Remedies Notice Period.

7. Adequate Protection. As adequate protection against any postpetition Diminution in Value of the Prepetition Secured Parties' interests in the Collateral (including Cash Collateral) resulting from: (a) the imposition of the automatic stay or (b) the Debtors' use, sale, or disposition of the Collateral (including Cash Collateral) during the Chapter 11 Cases (the "**Adequate Protection Obligations**"), the Prepetition Agents, for themselves and for the benefit of the Prepetition Secured Parties, as applicable, shall receive the following adequate protection (collectively, the "**Adequate Protection Package**"):

(a) *Adequate Protection Liens for the Prepetition ABL Secured Parties*. Subject to the Carve Out, the Canadian Court Liens, the terms of this Final Order, and the terms of the Intercreditor Agreements, pursuant to sections 361 and 363(e) of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, including, without limitation, the Debtors' Stipulations, the Prepetition ABL Administrative Agent, for itself and for the benefit of the Prepetition ABL Secured Parties, effective as of the Petition Date, is hereby granted, solely to the extent of any Diminution in Value of the Prepetition Collateral, if any, and pursuant to sections 361 and 363 of the Bankruptcy Code, valid, binding, enforceable, non-avoidable, and automatically perfected replacement liens ("**ABL Adequate Protection Liens**") upon and security interests in all of each Debtor's presently owned or hereafter acquired property and assets, whether such property and assets were acquired by such Debtor before or after the Petition Date, of any kind or nature, whether real or personal, tangible or intangible, wherever located, and the proceeds and products thereof, including, subject to and effective upon entry of this Final Order, all proceeds of transfers or obligations avoided or actions maintained pursuant to chapter 5 of the Bankruptcy

Code or section 724(a) of the Bankruptcy Code or any other avoidance actions under the Bankruptcy Code or applicable state law or foreign law equivalents (such actions, "**Avoidance Actions**" and any proceeds therefrom "**Avoidance Proceeds**") and any proceeds or value received by the Debtors in connection with a disposition of any leasehold interests (whether by sale, financing, or other disposition or form of transfer, termination, or transaction) (collectively, to the extent acquired after the Petition Date, the "**Postpetition Collateral**" and, together with the Prepetition Collateral and the Cash Collateral, the "**Collateral**"); *provided* that (i) the ABL Adequate Protection Liens shall not attach to (A) any of the Debtors' leasehold interests of non-residential real property that prohibit or restrict the granting of such liens in the applicable lease unless otherwise permitted pursuant to applicable non-bankruptcy law, (B) any insurance or proceeds therefrom for damage to a landlord's property other than any residual interest the Debtors may have in such insurance or proceeds, or (C) any pre-paid rent other than any residual interest the Debtors may have in such prepaid rent; and (ii) shall not prime any secured interest a landlord may have in any security deposits (in possession of the landlord) held by such landlord pursuant to a real property lease with the Debtors. The ABL Adequate Protection Liens shall be subject or junior only to (v) the Carve Out, (w) the Permitted Encumbrances, (x) the Canadian Court Liens, (y) subject to the Intercreditor Agreements, the Term Loan Adequate Protection Liens on the Term Loan Priority Collateral, and (z) subject to the Intercreditor Agreements, the Prepetition Term Loan Liens on the Term Loan Priority Collateral. Moreover, the ABL Adequate Protection Liens shall not be subject or subordinate to or made *pari passu* with (x) any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy

Code, (y) any intercompany claim, whether secured or unsecured, of any Debtor or any domestic or foreign subsidiary or affiliate of any Debtor, or (z) any other lien or security interest under sections 361, 363, or 364 of the Bankruptcy Code or otherwise, except as expressly provided in this Final Order or the Intercreditor Agreements. The ABL Adequate Protection Liens shall be enforceable against and binding upon the Debtors, their estates, and any successors thereto, including, without limitation, any trustee, examiner, or other estate representative appointed in the Chapter 11 Cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (each, a "**Successor Case**"). For the avoidance of doubt, this Final Order shall be sufficient and conclusive evidence of the attachment, validity, perfection, and priority of the ABL Adequate Protection Liens, without any further act and without the necessity of the execution, filing, or recording of any financing statement, mortgage, security agreement, pledge agreement, notice, or other instrument or document, or the registration of liens on any certificates of title, that may otherwise be required under the law or regulation of any jurisdiction, or the taking of any other action (including, without limitation, entering into any deposit account control agreement or other act to take possession or control of any Postpetition Collateral, subject to the terms of the Intercreditor Agreements) to attach, validate, perfect, or prioritize such liens and security interests, or to entitle the Prepetition ABL Secured Parties to the priorities granted herein.

(b) *Adequate Protection Liens for the Prepetition Term Loan Secured Parties*. Subject to the Carve Out, the Canadian Court Liens, the terms of this Final Order, and the terms of the Intercreditor Agreements, pursuant to sections 361 and 363(e) of the Bankruptcy Code,

and in consideration of the stipulations and consents set forth herein, including, without limitation, the Debtors' Stipulations, the Prepetition Term Loan Agent, for itself and for the benefit of the Prepetition Term Loan Secured Parties, effective as of the Petition Date, is hereby granted, solely to the extent of any Diminution in Value of the Prepetition Collateral, if any, and pursuant to sections 361 and 363 of the Bankruptcy Code, valid, binding, enforceable, non-avoidable, and automatically perfected replacement liens on and security interests (the "**Term Loan Adequate Protection Liens**") in all of the Collateral of the applicable Debtors without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages, or other similar documents, including all of the right, title, and interest of the Debtors and their "estates" (as created pursuant to section 541(a) of the Bankruptcy Code) in, to, and under the Postpetition Collateral; *provided* that (i) the Term Loan Adequate Protection Liens shall not attach to (A) any of the Debtors' leasehold interests of non-residential real property that prohibit or restrict the granting of such liens in the applicable lease unless otherwise permitted pursuant to applicable non-bankruptcy law, (B) any insurance or proceeds therefrom for damage to a landlord's property other than any residual interest the Debtors may have in such insurance or proceeds, or (C) any pre-paid rent other than any residual interest the Debtors may have in such prepaid rent; and (ii) shall not prime any secured interest a landlord may have in any security deposits (in possession of the landlord) held by such landlord pursuant to a real property lease with the Debtors. The Term Loan Adequate Protection Liens shall be subject or junior only to (v) the Carve Out, (w) the Permitted Encumbrances, (x) the Canadian Court Liens, (y) subject to the Intercreditor Agreements, the ABL Adequate Protection

Liens on the ABL Priority Collateral, and (z) subject to the Intercreditor Agreements, the Prepetition ABL Liens on the ABL Priority Collateral. Moreover, the Term Loan Adequate Protection Liens shall not be subject or subordinate to or made *pari passu* with (x) any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code, (y) any intercompany claim, whether secured or unsecured, of any Debtor or any domestic or foreign subsidiary or affiliate of any Debtor, or (z) any other lien or security interest under sections 361, 363, or 364 of the Bankruptcy Code or otherwise, except as expressly provided in this Final Order or the Intercreditor Agreements. The Term Loan Adequate Protection Liens shall be enforceable against and binding upon the Debtors, their estates, and any successors thereto, including, without limitation, any trustee, examiner, or other estate representative appointed in the Chapter 11 Cases or any Successor Cases. For the avoidance of doubt, this Final Order shall be sufficient and conclusive evidence of the attachment, validity, perfection, and priority of the Term Loan Adequate Protection Liens, without any further act and without the necessity of the execution, filing, or recording of any financing statement, mortgage, security agreement, pledge agreement, notice, or other instrument or document, or the registration of liens on any certificates of title, that may otherwise be required under the law or regulation of any jurisdiction, or the taking of any other action (including, without limitation, entering into any deposit account control agreement or other act to take possession or control of any Postpetition Collateral, subject to the terms of the Intercreditor Agreements) to attach, validate, perfect, or prioritize such liens and security interests, or to entitle the Prepetition Term Loan Secured Parties to the priorities granted herein.

(c) *Adequate Protection Liens for the Prepetition Subordinated Loan Secured Parties*. Subject to the Carve Out, the Canadian Court Liens, the terms of this Final Order, and the terms of the Intercreditor Agreements, pursuant to sections 361 and 363(e) of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, including, without limitation, the Debtors' Stipulations, the Prepetition Subordinated Loan Agent, for itself and for the benefit of the Prepetition Subordinated Loan Secured Parties, effective as of the Petition Date, is hereby granted, solely to the extent of any Diminution in Value of the Prepetition Collateral, if any, and pursuant to sections 361 and 363 of the Bankruptcy Code, valid, binding, enforceable, non-avoidable, and automatically perfected replacement liens on and security interests in (the "**Subordinated Loan Adequate Protection Liens**," and collectively with the ABL Adequate Protection Liens and the Term Loan Adequate Protection Liens, the "**Adequate Protection Liens**") all of the Collateral of the applicable Debtors without the necessity of the execution by the applicable Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages, or other similar documents, including all of the right, title, and interest of the applicable Debtors and their "estates" (as created pursuant to section 541(a) of the Bankruptcy Code) in, to, and under the Postpetition Collateral; *provided* that (i) the Subordinated Loan Adequate Protection Liens shall not attach to (A) any of the Debtors' leasehold interests of non-residential real property that prohibit or restrict the granting of such liens in the applicable lease unless otherwise permitted pursuant to applicable non-bankruptcy law, (B) any insurance or proceeds therefrom for damage to a landlord's property other than any residual interest the Debtors may have in such insurance or proceeds, or (C) any pre-paid rent other than

any residual interest the Debtors may have in such prepaid rent; and (ii) shall not prime any secured interest a landlord may have in any security deposits (in possession of the landlord) held by such landlord pursuant to a real property lease with the Debtors. The Subordinated Loan Adequate Protection Liens shall be subject or junior only to (t) the Carve Out, (u) the Permitted Encumbrances, (v) the Canadian Court Liens, (w) the ABL Adequate Protection Liens, (x) the Prepetition ABL Liens, (y) the Term Loan Adequate Protection Liens, and (z) the Prepetition Term Loan Liens. Moreover, the Subordinated Loan Adequate Protection Liens shall not be subject or subordinate to or made *pari passu* with (x) any lien or security interest that is avoided and preserved for the benefit of the applicable Debtors' estates under section 551 of the Bankruptcy Code, (y) any other intercompany claim, whether secured or unsecured, of any applicable Debtor or any domestic or foreign subsidiary or affiliate of any applicable Debtor, or (z) any other lien or security interest under sections 361, 363, or 364 of the Bankruptcy Code or otherwise, except as expressly provided in this Final Order or the Intercreditor Agreements. The Subordinated Loan Adequate Protection Liens shall be enforceable against and binding upon the applicable Debtors, their estates, and any successors thereto, including, without limitation, any trustee, examiner, or other estate representative appointed in the Chapter 11 Cases or any Successor Cases. For the avoidance of doubt, this Final Order shall be sufficient and conclusive evidence of the attachment, validity, perfection, and priority of the Subordinated Loan Adequate Protection Liens, without any further act and without the necessity of the execution, filing, or recording of any financing statement, mortgage, security agreement, pledge agreement, notice, or other instrument or document, or the registration of liens on any certificates of title, that may otherwise be required

under the law or regulation of any jurisdiction, or the taking of any other action (including, without limitation, entering into any deposit account control agreement or other act to take possession or control of any Postpetition Collateral, subject to the terms of the Intercreditor Agreements) to attach, validate, perfect, or prioritize such liens and security interests, or to entitle the Prepetition Subordinated Loan Secured Parties to the priorities granted herein.

(d) *Allowed Superpriority Claim of the Prepetition ABL Secured Parties.* Pursuant to section 503 and section 507(b) of the Bankruptcy Code, the Prepetition ABL Administrative Agent, for itself and for the benefit of the Prepetition ABL Secured Parties, effective as of the entry of the Interim Order, is hereby further granted an allowed superpriority administrative expense claim (the "**ABL Superpriority Claim**") in each of the Chapter 11 Cases or any Successor Cases, solely to the extent of any Diminution in Value of the Prepetition Collateral, which claim shall be junior only to the Carve Out, the Canadian Court Liens, and the Term Loan Superpriority Claim with respect to the Term Loan Priority Collateral, but shall be senior to and have priority over all other administrative expenses pursuant to the Bankruptcy Code (including without limitation the kinds specified in or arising or ordered pursuant to sections 105(a), 326, 328, 330, 331, 503(b), 506(c), 507, 546(c), 552(b), 726, and 1114 of the Bankruptcy Code or otherwise) and all other claims against the Debtors or their estates in any of the Chapter 11 Cases or any Successor Cases, at any time existing or arising, of any kind or nature whatsoever. The ABL Superpriority Claim shall be against each Debtor on a joint and several basis, and, subject to the Carve Out, shall be payable from and have recourse to all assets and properties of each of the Debtors; *provided* that the Prepetition ABL Secured Parties may only

enforce the ABL Superpriority Claim against the Canadian Debtors in accordance with the Prepetition ABL Loan Documents. Except for the Carve Out, the Canadian Court Liens, the Term Loan Superpriority Claim on the Term Loan Priority Collateral, and, subject to the Intercreditor Agreements, the ABL Superpriority Claim shall not be made subject to, or *pari passu* with, any claim heretofore or hereinafter granted or created in any of the Chapter 11 Cases or any Successor Cases, and shall be valid and enforceable against the Debtors, their estates, and any successors or assigns thereto, including, without limitation, any trustee appointed in any of the Chapter 11 Cases or any Successor Cases.

(e) *Allowed Superpriority Claim of the Prepetition Term Loan Secured Parties.* Pursuant to section 507(b) of the Bankruptcy Code, the Prepetition Term Loan Agent, for itself and for the benefit of the Prepetition Term Loan Secured Parties, effective as of the entry of the Interim Order, is hereby further granted an allowed superpriority administrative expense claim (the "**Term Loan Superpriority Claim**") in each of the Chapter 11 Cases or any Successor Cases, solely to the extent of any Diminution in Value of the Prepetition Collateral, if any, subsequent to the Petition Date, which claim shall be junior only to the Carve Out, the Canadian Court Liens, and the ABL Superpriority Claim with respect to the ABL Priority Collateral, but shall be senior to and have priority over all other administrative expenses pursuant to the Bankruptcy Code (including the kinds specified in or arising or ordered pursuant to sections 105(a), 326, 328, 330, 331, 503(b), 506(c), 507, 546(c), 552(b), 726, and 1114 of the Bankruptcy Code or otherwise) and all other claims against the applicable Debtors or their estates in any of the Chapter 11 Cases or any Successor Cases, at any time existing or arising, of any kind or nature whatsoever. The Term

Loan Superpriority Claim shall be against each applicable Debtor on a joint and several basis, and, subject to the Carve Out, the Canadian Court Liens, and the ABL Superpriority Claim, shall be payable from and have recourse to all assets and properties of each of the applicable Debtors. Except for the Carve Out, the Canadian Court Liens, the ABL Superpriority Claim on the ABL Priority Collateral, and the Intercreditor Agreements, the Term Loan Superpriority Claim shall not be made subject to, or *pari passu* with, any claim heretofore or hereinafter granted or created in any of the Chapter 11 Cases or any Successor Cases, and shall be valid and enforceable against the applicable Debtors, their estates, and any successors or assigns thereto, including, without limitation, any trustee appointed in any of the Chapter 11 Cases or any Successor Cases.

(f) *Allowed Superpriority Claim of the Prepetition Subordinated Loan Secured Parties.* Pursuant to section 507(b) of the Bankruptcy Code, the Prepetition Subordinated Loan Agent, for itself and for the benefit of the Prepetition Subordinated Loan Secured Parties, effective as of the entry of the Interim Order, is hereby further granted an allowed superpriority administrative expense claim (the "**Subordinated Loan Superpriority Claim**," and collectively with the ABL Superpriority Claim and the Term Loan Superpriority Claim, the "**Superpriority Claims**") in each of the Chapter 11 Cases or any Successor Cases, solely to the extent of any Diminution in Value of the Prepetition Collateral, if any, subsequent to the Petition Date, which claim shall be junior only to the Carve Out, the Canadian Court Liens, the ABL Superpriority Claim, and the Term Loan Superpriority Claim, but shall be senior to and have priority over all other administrative expenses pursuant to the Bankruptcy Code (including the kinds specified in or arising or ordered pursuant to sections 105(a), 326, 328, 330, 331, 503(b),

506(c), 507, 546(c), 552(b), 726, and 1114 of the Bankruptcy Code or otherwise) and all other claims against the applicable Debtors or their estates in any of the Chapter 11 Cases or any Successor Cases, at any time existing or arising, of any kind or nature whatsoever. The Subordinated Loan Superpriority Claim shall be against each applicable Debtor on a joint and several basis, and, subject to the Carve Out, the Canadian Court Liens, the ABL Superpriority Claim, and the Term Loan Superpriority Claim, shall be payable from and have recourse to all assets and properties of each of the applicable Debtors. Except for the Carve Out, the Canadian Court Liens, the ABL Superpriority Claim, and the Term Loan Superpriority Claim, the Subordinated Loan Superpriority Claim shall not be made subject to, or *pari passu* with, any claim heretofore or hereinafter granted or created in any of the Chapter 11 Cases or any Successor Cases, and shall be valid and enforceable against the Debtors, their estates, and any successors or assigns thereto, including, without limitation, any trustee appointed in any of the Chapter 11 Cases or any Successor Cases.

(g) *Compliance with the Budget*. The Debtors shall comply with the Approved Budget on the terms provided herein, subject to the Permitted Variances and the other terms of paragraph 4(e).

(h) *Postpetition Payment of Prepetition ABL Obligations.* Commencing on the last business day of the fourth week following the Petition Date, and each week thereafter, the Debtors shall make adequate protection cash payments (each, a "**Weekly Paydown**") from a Bank Account (as defined in the Cash Management Order) of a U.S. Debtor to the Prepetition ABL Administrative Agent in an amount equal to the greater of (i) the amount set forth in the line item

titled "Distribution to Creditors," for the week of the determination date as set forth in the applicable Approved Budget, and (ii) the Minimum Sweep Balance as of the determination date (such amount, the "**Weekly Paydown Amount**"); *provided* that, if (x) actual ending book cash as of the date of determination is less than (y) the amount set forth in the line item titled "Ending Book Cash" as of the date of determination in the applicable Approved Budget, then the Weekly Paydown Amount for such week shall be reduced by an amount equal to (y) *less* (x). For the avoidance of doubt, nothing herein shall in any way waive or limit the Debtors' obligation to comply with the applicable Approved Budget, subject to any Permitted Variances thereunder.

(i) *Adequate Protection Reservation of Rights.* The receipt by the Prepetition Secured Parties of the Adequate Protection Package provided herein shall not be deemed an admission that the interests of the Prepetition Secured Parties are adequately protected. Furthermore, this Final Order shall not prejudice or limit the rights of the Prepetition Secured Parties to seek additional relief with respect to the use of Cash Collateral or for additional adequate protection. Each of the Debtors shall be jointly and severally liable for the Adequate Protection Package provided for herein, and any amendment or modification to the Adequate Protection Package shall require, subject to the rights and obligations of the Prepetition Secured Parties set forth in the Intercreditor Agreements, the prior written consent of any applicable Prepetition Agent.

8. Modification of Automatic Stay. The automatic stay provisions of section 362 of the Bankruptcy Code and any other restriction imposed by an order of the Court or applicable law are hereby modified without further notice, application, or order of the Court to the extent

necessary to permit the Prepetition ABL Administrative Agent, the Prepetition Term Loan Agent, and the Prepetition Subordinated Loan Agent to perform any act authorized or permitted under or by virtue of the Cash Collateral Orders, the Prepetition ABL Credit Agreement, the Prepetition Term Loan Credit Agreement, the Prepetition Subordinated Loan Credit Agreement, or other Loan Documents, as applicable, including, without limitation, (a) to implement the post-petition financing arrangements authorized by the Cash Collateral Orders, (b) to take any act to create, validate, evidence, attach or perfect any lien, security interest, right or claim in the Collateral, (c) to assess, charge, collect, advance, deduct, and receive payments with respect to the Prepetition ABL Obligations, Prepetition Term Loan Obligations, or Prepetition Subordinated Loan Obligations, including, without limitation, all interests, fees, costs and expenses permitted under the Loan Documents, and apply such payments to the Prepetition ABL Obligations, Prepetition Term Loan Obligations, or Prepetition Subordinated Loan Obligations, as applicable, and (d) immediately following the expiration of the Remedies Notice Period, to take any action and exercise all rights and remedies provided to it by this Final Order, the Prepetition ABL Credit Agreement, the Prepetition Term Loan Credit Agreement, the Prepetition Subordinated Loan Credit Agreement, or the other Loan Documents, or applicable law.

9. Cash Management. The Debtors shall maintain their Cash Management System in a manner consistent with, and as defined in, the applicable *Interim* or *Final Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany*

Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief (the "Cash Management Order") then in effect.

10. Milestones. As a condition to the use of Cash Collateral, the Debtors have agreed to the following milestones (the "**Milestones**"), *provided*, *however*, that the Milestones may be extended without further order of this Court with the prior written approval of the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent (which may be by e-mail from counsel to the Prepetition ABL Secured Parties and counsel to the Prepetition Term Loan Secured Parties to counsel to the Debtors):

(a) Not later than 5 calendar days after the Petition Date, this Court shall have (i) entered the Interim Order, and (ii) entered an interim order authorizing the Debtors to assume its prepetition store closing liquidation agreement, entered into between Debtors and HILCO and SB360 (the "**Store Closing Agreement**") and conduct store closing sales for all of the Debtors' store locations, in each case on terms and conditions satisfactory to, and in form and substance acceptable to the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent, in their respective Permitted Discretion;

(b) Not later than 14 calendar days after the Petition Date, the Debtors shall have filed, (i) a chapter 11 plan (the "**Plan**"), (ii) a corresponding disclosure statement (the "**Disclosure Statement**"), and (iii) a corresponding motion seeking approval of procedures for solicitation (such procedures, the "**Solicitation Procedures**"), in each case in form and substance acceptable to the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent in their respective Permitted Discretion;

(c) Not later than 22 days after the Petition Date, the deadline for submitting a qualified bid for the sale or sales of all, substantially all, or a portion of the Debtors' assets or the equity of Eddie Bauer (the "**Sale Transaction**") shall have occurred (the "**Bid Deadline**");

(d) Not later than 3 days after the Bid Deadline, an auction to consider the approval of the Sale Transaction shall commence;

(e) If applicable, not later than 31 days after the Petition Date, the Bankruptcy Court shall hold a hearing to consider approval of the Sale Transaction;

(f) Not later than 35 days after the Petition Date, this Court shall have entered an order approving the Disclosure Statement and the Solicitation Procedures in form and substance acceptable to the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent in their respective Permitted Discretion;

(g) Not later than 40 days after the Petition Date, this Court shall have entered (i) this Final Order, and (ii) a final order authorizing the Debtors to assume the Store Closing Agreement and conduct store closing sales, in each case in form and substance acceptable to the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent;

(h) Not later than April 20, 2026, this Court shall have entered an order confirming the Plan in form and substance acceptable to the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent in their respective Permitted Discretion; and

(i) Not later than April 25, 2026, the Effective Date of the Plan shall have occurred.

11. Termination Events. The occurrence of any of the following events, unless waived in writing by the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent (which may be by e-mail from counsel to the Prepetition ABL Secured Parties and counsel to the Prepetition Term Loan Secured Parties to counsel to the Debtors), and subject in all instances, to the rights and obligations of the Prepetition Secured Parties set forth in the Intercreditor Agreements, shall constitute a termination event hereunder (each, a "**Termination Event**"):

(a) solely as to the Prepetition ABL Administrative Agent, failure to meet or satisfy any of the Milestones on the terms described in paragraph 10 hereof, to the extent such Milestone is not extended or waived in accordance with the terms of paragraph 10 of this Final Order;

(b) failure to deliver to the Prepetition Agents any of the documents or other information required to be delivered pursuant to this Final Order as and when due, if not cured within five (5) business days of receipt by the Debtors of notice of failure to deliver;

(c) failure to comply with the Approved Budget, subject to the Permitted Variances and the other terms of paragraph 4(e);

(d) the use of any Cash Collateral in a manner that is not permitted by the Approved Budget and the Cash Collateral Orders;

(e) the Debtors' filing of a motion, application, or other pleading to: (i) obtain postpetition financing that has not been previously consented to in writing by the Prepetition ABL Administrative Agent, and subject to the Intercreditor Agreements, the Prepetition Term Loan Agent; or (ii) use Cash Collateral, other than as permitted herein or consented to by the Prepetition

ABL Administrative Agent and, subject to the applicable Intercreditor Agreements, the Prepetition Term Loan Agent;

(f) entry of one or more orders or judgments by this Court or any other court granting relief from the automatic stay, without the consent of the Prepetition ABL Administrative Agent and, subject to the Intercreditor Agreements the Prepetition Term Loan Agent, that would allow one or more third parties to recover or obtain possession of any property of the Debtors' estates (other than cash deposits serving as collateral) with an aggregate value in excess of $100,000;

(g) entry of an order or a judgment by this Court or any other court staying, reversing, vacating, amending, rescinding, or otherwise modifying any of the terms of this Final Order or filing of a motion, application, or other pleading by the Debtors seeking such entry, without the consent of the Prepetition ABL Administrative Agent, the Prepetition Term Loan Agent, and the Prepetition Subordinated Loan Agent;

(h) making of any payments in respect of prepetition obligations, except as permitted pursuant to the Approved Budget or this Final Order or another order of the Court (or the Canadian Court,[5] as applicable) or with prior written consent of the Prepetition ABL Administrative Agent;

(i) dismissal of any of the Chapter 11 Cases or conversion of any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code;

[5] The "**Canadian Court**" has the meaning ascribed to it in the *Order (I) Authorizing Eddie Bauer LLC to Act as Foreign Representative and (II) Granting Related Relief* [Docket No. 61] (the "**Foreign Representative Order**").

(j) the appointment in any of the Chapter 11 Cases of a trustee or examiner with expanded powers;

(k) the entry of an order of the Court that materially impairs the security interests, liens, priority claims, or rights granted to any of the Prepetition ABL Secured Parties or any of the Prepetition Term Loan Secured Parties;

(l) any material misrepresentation by any Debtor in the financial reporting or certifications to be provided by the Debtors to the Prepetition ABL Administrative Agent and/or the Prepetition Term Loan Agent under this Final Order that remains uncured for three (3) business days following receipt of notice thereof;

(m) any of the Debtors proposes, files, or supports (i) any plan of reorganization, plan of liquidation, or sale of all or substantially all of any Debtor's assets or (ii) entry of any order confirming any such confirmation plan or sale, as applicable, without the prior written consent of the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent, including any order confirming a Plan that materially deviates from the treatment of the Prepetition ABL Obligations as specified in the Restructuring Support Agreement;

(n) the Debtors fail to provide, after request, any additional adequate protection ordered by the Court and such failure shall continue unremedied for more than three (3) business days; or

(o) any Debtor fails to perform, in any respect, any of its material obligations under this Final Order.

12. Exercise of Remedies.

(a) Upon the occurrence and during the continuation of a Termination Event, unless such Termination Event has been waived in writing (which may be by e-mail from counsel to the applicable Prepetition Secured Parties to counsel to the Debtors) by the applicable Prepetition Agent, in every instance subject to the rights and obligations of the Prepetition Secured Parties set forth in the Intercreditor Agreements, the automatic stay imposed under section 362 of the Bankruptcy Code is hereby modified to permit the applicable Prepetition Agent, after (a) the delivery of written notice (the "**Termination Notice**") to counsel to the Debtors, counsel to the Committee, and the U.S. Trustee (collectively, the "**Remedies Notice Parties**") and (b) the conclusion of the Remedies Notice Period, to: (w) subject to the Carve Out and the Canadian Court Liens, terminate and/or revoke the Debtors' right under this Final Order to use any Cash Collateral of the Prepetition Secured Parties; (x) subject to the Carve Out and the Canadian Court Liens, freeze monies or balances in any accounts subject to a control agreement or otherwise subject to a lien in favor of the Prepetition Secured Parties pursuant to the terms of this Final Order; (y) take any act to create, validate, evidence, attach, or perfect any lien, security interest, right, or claim in the Collateral; and (z) take any action and exercise all rights and remedies provided to such Prepetition Agent by this Final Order, the applicable Prepetition Loan Documents, applicable law, or otherwise; *provided* that, the Prepetition Agents shall not be entitled to exercise any of the remedies set forth in clauses (w) through (z) of this paragraph 12, and the automatic stay imposed under section 362 of the Bankruptcy Code shall not be so modified, for a period of 5 business days

from the Remedies Notice Parties' actual receipt of the Termination Notice (as the same period may be extended consistent with this Final Order, the "**Remedies Notice Period**").

(b) During the Remedies Notice Period, the Debtors shall be entitled to object to the termination of the consensual use of Cash Collateral and be heard at an expedited hearing at which the Debtors shall be entitled to (a) seek authority and approval for the non-consensual use of Cash Collateral, subject to the Prepetition Secured Parties' rights (in each case, subject to the applicable Intercreditor Agreement) to object to, or otherwise oppose, any such non-consensual use and seek adequate protection in connection therewith, (b) contest whether a Termination Event has occurred, (c) contest whether a Termination Notice was properly provided, and/or (d) contest whether a Termination Event has been cured or waived in accordance with this Final Order. If the Debtors request an emergency hearing to consider relief from the automatic stay or any other appropriate relief in connection with delivery of the Termination Notice within the Remedies Notice Period, but such hearing is scheduled for a later date by the Court, the Remedies Notice Period shall be automatically extended to the conclusion of such hearing. Delivery of the Termination Notice by any party shall constitute such party's consent to such expedited hearing. For the avoidance of doubt, if the Court determines at such hearing that (i) no Termination Event has occurred, (ii) the asserted Termination Event has been waived or cured, or (iii) the Termination Notice was deficient, then the automatic stay imposed under section 362 of the Bankruptcy Code shall remain in full force and effect and the Prepetition Secured Parties shall have no right to exercise the remedies set out in section 12(a) above, absent further order of the Court.

(c) Notwithstanding anything to the contrary set forth herein, during the Remedies Notice Period, the Debtors may use Cash Collateral to pay the following amounts and expenses: (a) the Carve Out; (b) amounts subject to the Canadian Court Liens, (c) amounts that the Debtors have determined in good faith are necessary for the preservation of the Debtors' business and their estates or required by applicable law during the Remedies Notice Period, in each case not to exceed any amounts set forth in the Approved Budget, including any Permitted Variance; and (d) amounts otherwise approved in advance in writing (which may be by e-mail from counsel to the applicable Prepetition Secured Parties to counsel to the Debtors) by the applicable Prepetition Agent, subject in all circumstances to the rights and obligations of the Prepetition Secured Parties set forth in the Intercreditor Agreements.

(d) On the first business day following the end of the Remedies Notice Period, unless otherwise ordered by this Court and subject to the Carve Out and the Canadian Court Liens, the Debtors will immediately cease using Cash Collateral hereunder and the applicable Prepetition Agent may thereupon exercise the rights and remedies available under the applicable Prepetition Loan Documents, this Final Order, or applicable non-bankruptcy law, including, without limitation but subject to the terms of the Intercreditor Agreements, foreclosing upon and selling all or a portion of the Collateral to collect any amounts payable to the applicable Prepetition Secured Parties pursuant to this Final Order and apply the same to such obligations. The automatic stay under section 362 of the Bankruptcy Code shall be deemed immediately modified and vacated to the extent necessary to permit such actions. Any delay or failure of any of the Prepetition Secured Parties to exercise rights under any Prepetition Loan Document or this Final Order, subject in all

circumstances to the terms of the Intercreditor Agreements and the rights and obligations of the respective Prepetition Secured Parties set forth thereunder, shall not constitute a waiver of their respective rights hereunder, under any Prepetition Loan Document, or otherwise. Notwithstanding the occurrence of a Termination Date, all of the rights, remedies, benefits, and protections provided to the Prepetition Secured Parties under this Final Order as of such date shall survive the Termination Date, subject in all circumstances to the terms of the Intercreditor Agreements and the rights and obligations of the respective Prepetition Secured Parties set forth thereunder.

13. Carve Out; Payment of Estate Professionals.

(a) As used in this Final Order, "**Carve Out**" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate, which shall not be limited by any budget (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to $70,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the "**Allowed Professional Fees**") incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the "**Debtor Professionals**") and, to the extent set forth in the Approved Budget and subject to paragraph 33 of this Final Order, the Committee pursuant to section 328 or 1103 of the Bankruptcy Code (such professionals, the "**Committee Professionals**" and, together with the Debtor Professionals, the "**Professional Persons**") at any time before or on the first business day following delivery by any of the Prepetition Agents of a Carve Out Trigger

Notice (as defined herein), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $750,000 incurred after the first business day following delivery by any of the Prepetition Agents of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "**Post-Carve Out Trigger Notice Cap**,") of which the foregoing $750,000 shall be funded into the Funded Reserve Account (as defined herein) from the Cash Collateral. For purposes of the foregoing, "**Carve Out Trigger Notice**" shall mean a written notice delivered by e-mail (or other electronic means) by any of the Prepetition Agents to the Debtors, their lead restructuring counsel, the U.S. Trustee, and counsel to the Committee, which notice may be delivered following the occurrence and during the continuation of a Termination Event (as defined herein) and upon termination of the Debtors' right to use Cash Collateral, as applicable, stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(b) *Delivery of Weekly Fee Statements*. Not later than 7:00 p.m. (prevailing Eastern Time) on Wednesday of each week starting with the first full calendar week following the Petition Date, each Professional Person shall deliver to the Debtors (e-mail being sufficient) a statement setting forth a good-faith estimate of the amount of fees and expenses (collectively, "**Estimated Fees and Expenses**") incurred during the preceding week by such Professional Person (through Saturday of such week, the "**Calculation Date**"), along with a good-faith estimate of the cumulative total amount of unreimbursed fees and expenses incurred through the applicable Calculation Date and a statement of the amount of such fees and expenses that have been paid to

date by the Debtors (each such statement, a "**Weekly Statement**"); *provided*, that, within one business day of the occurrence of the Termination Declaration Date (as defined below), each Professional Person shall deliver (e-mail being sufficient) one additional statement (the "**Final Statement**") setting forth a good-faith estimate of the amount of fees and expenses incurred during the period commencing on the calendar day after the most recent Calculation Date for which a Weekly Statement has been delivered and concluding on the Termination Declaration Date, and the Debtors shall cause such Weekly Statement and Final Statement to be delivered as soon as reasonably practicable to the Prepetition Agents. If any Professional Person fails to deliver a Weekly Statement within three (3) calendar days after such Weekly Statement is due, such Professional Person's entitlement (if any) to any funds in the Pre-Carve Out Trigger Notice Reserve (as defined below) with respect to the aggregate unpaid amount of Allowed Professional Fees for the applicable period(s) for which such Professional Person failed to deliver a Weekly Statement covering such period shall be limited to the aggregate unpaid amount of Allowed Professional Fees included in the Approved Budget for such period for such Professional Person.

(c) *Carve Out Reserves*.

(i) Commencing with the week ended February 13, 2026, and on or before the Thursday of each week thereafter, the Debtors shall utilize all cash on hand as of such date and, to the extent insufficient, any available cash thereafter held by any Debtor, to fund a reserve account in an amount equal to the sum of (A) the greater of (1) the aggregate unpaid amount of all Estimated Fees and Expenses reflected in the Weekly Statements delivered on the immediately prior Wednesday to the Debtors and the Prepetition Agents, and (2) the aggregate amount of unpaid

Allowed Professional Fees contemplated to be incurred in the Approved Budget during such week, plus (B) the Post-Carve Out Trigger Notice Cap, plus (C) an amount equal to the amount of Allowed Professional Fees set forth in the Approved Budget for the two weeks occurring after the most recent Calculation Date. The Debtors shall deposit and hold such amounts in a segregated account maintained by the Debtors in trust (the "**Funded Reserve Account**") to pay such Allowed Professional Fees (the "**Funded Reserves**") prior to any and all other claims, and all payments of Allowed Professional Fees incurred prior to the Termination Declaration Date shall be paid first from such Funded Reserve Account.

(ii) On the day on which a Carve Out Trigger Notice is delivered by any of the Prepetition Agents to the Debtors with a copy to counsel to the Committee (the "**Termination Declaration Date**"), the Carve Out Trigger Notice shall constitute a demand to the Debtors to, and the Debtors shall utilize all cash on hand as of such date, including cash in the Funded Reserve Account, and, to the extent the foregoing is insufficient, any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the sum of the amounts set forth in paragraph 13(a)(i)–(iii). The Debtors shall deposit and hold such amounts in a segregated account maintained by the Debtors in trust (the "**Pre-Carve Out Trigger Notice Reserve**") to pay prior to any other claims, first, the amounts set forth in paragraph 13(a)(iii) above, and, second, the amounts set forth in paragraph 13(a)(i)–(ii) above. On the Termination Declaration Date, the Carve Out Trigger Notice shall also constitute a demand to the Debtors to utilize all cash on hand as of such date, including cash in the Funded Reserve Account, and any available cash thereafter held by any Debtor, after funding the Pre-Carve Out Trigger Notice Reserve, to fund a reserve in

an amount equal to the Post-Carve Out Trigger Notice Cap. The Debtors shall deposit and hold such amounts in a segregated account maintained by the Debtors in trust (the "**Post-Carve Out Trigger Notice Reserve**" and, together with the Pre-Carve Out Trigger Notice Reserve, the "**Carve Out Reserves**") to pay prior to any and all other claims the amounts set forth in paragraph 13(a)(iv) above.

(d) *Application of Carve Out Reserves*.

(i) All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in paragraph 13 (a)(i)–(iii) (the "**Pre-Carve Out Amounts**"), but not, for the avoidance of doubt, the amounts set forth in clause 13(a)(iv), until the Pre-Carve Out Amounts are indefeasibly paid in full. If the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, following the indefeasible payment in full of all obligations set forth in paragraph 13(a)(iv) above, subject to paragraph 13(d)(iii) below, all remaining funds shall be distributed first to the Prepetition ABL Administrative Agent and the Prepetition Term Loan Agent on account of the Adequate Protection Obligations until indefeasibly paid in full, and thereafter to the Prepetition Subordinated Loan Agent, in each case in accordance with their respective rights and priorities as of the Petition Date and as otherwise set forth in this Final Order.

(ii) All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in paragraph 13(a)(iv) (the "**Post-Carve Out Amounts**"). If the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, following the indefeasible payment in full of all obligations set forth in paragraph 13(a)(iv) above subject to paragraph 13(d)(iii) below, all remaining funds shall be distributed first to the Prepetition ABL

Administrative Agent and the Prepetition Term Loan Agent on account of the Adequate Protection Obligations until indefeasibly paid in full, and thereafter to the Prepetition Subordinated Loan Agent, in each case in accordance with their respective rights and priorities as of the Petition Date and as otherwise set forth in this Final Order.

(iii) Notwithstanding anything to the contrary in the Prepetition Loan Documents or this Final Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in paragraph 13(c)(ii) above, then, any excess funds in either of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively (subject to the limits contained in the Post-Carve Out Trigger Notice Cap), shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in paragraph 13(c)(ii) above, prior to making any payments to any of the Prepetition Secured Parties.

(iv) Notwithstanding anything to the contrary in the Prepetition Loan Documents or this Final Order, following delivery of a Carve Out Trigger Notice, the Prepetition Secured Parties shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but the Adequate Protection Liens shall automatically attach to (and be deemed automatically perfected with respect to) any residual interest in the Carve Out Reserves after the applicable amounts set forth in paragraph 13(a)(i)–(iv) above have been indefeasibly paid in full, with any excess paid to the Prepetition Agents for application in accordance with this Final Order.

(v) Further, notwithstanding anything to the contrary in this Final Order, (A) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not

affect the priority of the Carve Out with respect to any shortfall (as described below), and (B) in no way shall the Approved Budget, Carve Out, Post-Carve Out Trigger Notice Cap, or Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in this Final Order or the Prepetition Loan Documents, the Carve Out shall be senior to the Adequate Protection Liens, the Prepetition Secured Obligations, and any and all other forms of adequate protection, liens, or claims securing or supporting any claim or obligation whatsoever.

(e) *Payment of Allowed Professional Fees Prior to the Termination Declaration Date*. Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve Out.

(f) *No Direct Obligation to Pay Allowed Professional Fees*. None of the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in this Final Order or otherwise shall be construed to obligate the Prepetition Secured Parties in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(g) *Payment of Allowed Professional Fees on or After the Termination Declaration Date*. So long as the Carve Out Reserves have been fully funded, following the delivery of the Carve Out Trigger Notice, all Allowed Professional Fees shall be paid from the applicable Carve

Out Reserve, and no Professional Person shall seek payment of any Allowed Professional Fees from any other source until the applicable Carve Out Reserve has been exhausted. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis.

(h) Nothing herein, including the inclusion of line items in the Approved Budget for Professional Persons, shall be construed as consent to the allowance of any particular professional fees or expenses of the Debtors, of the Committee, or of any other person or shall affect the right of the Prepetition ABL Administrative Agent or the Prepetition Term Loan Agent to object to the allowance and payment of such fees and expenses. Furthermore, nothing in this Final Order or otherwise shall be construed to obligate the Prepetition ABL Administrative Agent or the Prepetition Term Loan Agent in any way to pay compensation to or to reimburse expenses of any Professional Person, or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(i) The Funded Reserve Account shall be held by Stretto, Inc., the Debtors' Claims and Noticing Agent, at a nationally recognized, well-capitalized bank (the "**Depository Bank**"), and such amounts shall be held by Stretto, Inc. in trust solely and exclusively for the payment of the Carve Out and no other purpose. The Depository Bank shall be required to hold and disburse such funds only in accordance with, and expressly authorized by, the Carve Out provisions of this Final Order, and the Depository Bank shall be entitled to rely conclusively (without further inquiry) on written disbursement instructions delivered by Debtors' counsel as being in

compliance with the Carve Out provisions of this Final Order; *provided*, that nothing herein shall be construed to impose upon the Depository Bank any duty to monitor or verify compliance with this Final Order, and the Depository Bank shall incur no liability to any party in interest for acting (or refraining from acting) in accordance with such instructions of this Final Order. The Debtors shall promptly serve this Final Order on the Depository Bank.

14. Release. Effective upon entry of this Final Order, the Debtors on behalf of themselves and their estates (including any successor trustee or other estate representative in any of the Chapter 11 Cases or Successor Cases) and any party acting by, or through, the Debtors or their estates, hereby, to the maximum extent permitted by applicable law, unconditionally, irrevocably, and fully, forever waive and release the Prepetition Agents and each of the other Prepetition Secured Parties, and each of their respective former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, and predecessors in interest, in each case, solely in their capacities as such, of any and all "claims" (as such term is defined in section 101(5) of the Bankruptcy Code), counterclaims, causes of action, defenses, or setoff rights that exist on the date hereof relating to any of the Prepetition Collateral and any of the Prepetition Loan Documents or the transactions contemplated under any such documents, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending or threatened, arising at law or in equity, including, without limitation, any so-called "lender liability," any challenge or claim to exercise of remedies, recharacterization, subordination, avoidance, or other claim arising under or

pursuant to section 105 or chapter 5 of the Bankruptcy Code, or under any other similar provisions of applicable state or federal law, and any and all claims and causes of action regarding the validity, priority, perfection, or putative avoidability of the liens or the claims of the Prepetition Agents and the other Prepetition Secured Parties.

15. Access Rights. Notwithstanding anything contained herein to the contrary, and without limiting any other rights or remedies of the Prepetition Secured Parties pursuant to the Cash Collateral Orders, the Prepetition Loan Documents, or otherwise available at law or in equity, the rights of the Prepetition Secured Parties to enter onto the Debtors' leased premises shall be limited to (a) any such rights agreed to in writing by the applicable landlord pursuant to any separate agreement by and between such landlord and the Prepetition Secured Parties and/or the applicable Prepetition Agent, if any, (b) any rights that the Prepetition Secured Parties or any Prepetition Agent have under the Prepetition Loan Documents that are valid and enforceable under applicable non-bankruptcy law, if any, (c) any such rights of any of the Prepetition Secured Parties pursuant to applicable law, and (d) such rights as may be granted by the Court on a separate motion with notice to the applicable landlords of the leased premises and an opportunity for such landlords to respond and be heard.

16. Canadian Carve Out. Notwithstanding anything herein to the contrary, but subject in all respects to the Carve Out, the Adequate Protection Liens and the Superpriority Claims shall be junior in priority to the Administration Charge, Directors' Charge, and Intercompany Charge (each as defined in the supplemental order of the Canadian Court and solely as against the Canadian Debtors' Collateral (collectively, the "**Canadian Court Liens**") to be issued in the

Canadian Proceeding)[6] following the commencement of these Chapter 11 Cases. For greater certainty, the Administration Charge, the Directors' Charge, and the Intercompany Charge shall secure the payment of obligations only up to the amount consented to by the Prepetition ABL Administrative Agent.

17. Reversal, Modification, Vacatur, or Stay. Any reversal, modification, vacatur, or stay of any or all of the provisions of this Final Order shall not affect the validity or enforceability of any Adequate Protection Liens, or any claim, lien, security interest, or priority authorized or created hereby with respect to any Adequate Protection Obligations, incurred prior to the effective date of such reversal, modification, vacatur, or stay. Notwithstanding any reversal, modification, vacatur, or stay, (a) this Final Order shall govern, in all respects, any use of Cash Collateral or Adequate Protection Package incurred by the Debtors prior to the effective date of such reversal, modification, vacatur, or stay, and (b) the Prepetition Secured Parties shall be entitled to all the benefits and protections granted by this Final Order with respect to any such use of Cash Collateral or such Adequate Protection Package incurred by the Debtors.

18. No Waiver for Failure to Seek Relief. The failure or delay of any Prepetition Secured Party to seek relief or otherwise exercise any rights and remedies under this Final Order, the applicable Prepetition Loan Documents, or applicable law, as the case may be, shall not constitute a waiver of any rights hereunder, thereunder, or otherwise, by the Prepetition Secured Parties.

[6] "**Canadian Proceeding**" means an ancillary proceeding in the Canadian Court pursuant to the Companies' Creditors Arrangement Act (Canada) R.S.C. 1985, c. C-36.

19. Section 507(b) Reservation. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition Secured Parties hereunder is insufficient to compensate for the Adequate Protection Obligations during the Chapter 11 Cases. Nothing contained herein shall be deemed a finding by this Court, or an acknowledgment by the Prepetition Secured Parties, that the Adequate Protection Package does, in fact, adequately protect the Prepetition Secured Parties against any Diminution in Value of their interests in and against the Prepetition Collateral, including the Cash Collateral.

20. Section 552(b) Waiver. The Prepetition Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code. The "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Parties with respect to proceeds, products, offspring, or profits of any of the Prepetition Collateral or Postpetition Collateral.

21. Section 506(c) Waiver. No costs or expenses of administration which have been or may be incurred in the Chapter 11 Cases or Successor Cases at any time shall be charged against the Prepetition Secured Parties or the Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code or otherwise, and all rights to surcharge the Prepetition Secured Parties or the Collateral or the Prepetition Secured Parties under sections 105 or 506(c) of the Bankruptcy Code or any other applicable principle of equity or law shall be finally and irrevocably waived, and such waiver shall be binding upon the Debtors and all parties in interest in this or any Successor Cases.

22. No Marshalling / Application of Proceeds. In no event shall the Prepetition Secured Parties be subject to the equitable doctrine of "marshalling" or any other similar doctrine with respect to any of the Collateral.

23. Good Faith. Based on the findings set forth in the Cash Collateral Orders and the record made during the Interim Hearing and the Final Hearing (if necessary), pursuant to sections 105, 361, and 363 of the Bankruptcy Code, the Debtors and the Prepetition Secured Parties are hereby found to be entities that have acted in good faith in connection with the negotiation and entry of the Cash Collateral Orders and are entitled to the protections afforded by section 363(m) of the Bankruptcy Code.

24. No Third-Party Rights. Except as otherwise expressly provided herein, this Final Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

25. No Liability to Third Parties. In permitting the use of the Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this Final Order, the Prepetition Secured Parties shall not be deemed to be in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended, or any similar federal or state statute), nor shall they owe any fiduciary duty to the Debtors, their creditors, or estates, nor shall they constitute or be deemed to constitute a joint venture or partnership with the Debtors. Furthermore, nothing in this Final Order shall in any way

be construed or interpreted to impose upon the Prepetition Secured Parties any liability for any claims arising from the prepetition or postpetition activities of the Debtors and/or their "affiliates," in their capacities as such, as such term is defined in section 101(2) of the Bankruptcy Code.

26. Master Proof of Claim. None of the Prepetition Secured Parties will be required to file proofs of claim in the Chapter 11 Cases or Successor Cases, and the Debtors' Stipulations shall be deemed to constitute timely filed proofs of claim for each of the Prepetition ABL Secured Parties, the Prepetition Term Loan Secured Parties, and the Prepetition Subordinated Loan Parties against the applicable Debtors; *provided*, *however*, that each Prepetition Agent (on behalf of itself and the other applicable Prepetition Secured Parties) is hereby authorized, in its sole discretion, to file (and amend and/or supplement, as it sees fit) a master proof of claim for the claims of such applicable Prepetition Secured Parties arising from the applicable Prepetition Loan Documents in accordance with any order entered by this Court in relation to the establishment of a bar date in the Chapter 11 Cases; *provided*, *further*, that nothing herein shall waive the right of any Prepetition Secured Party to file its own proof of claim against the Debtors.

27. Disposition of Collateral. The Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the Collateral outside the ordinary course of business, other than pursuant to the terms of the Store Closing Agreement or an order of the Court (or the Canadian Court, as applicable), the Prepetition ABL Credit Agreement, and the Approved Budget, without the prior written consent of the Prepetition ABL Administrative Agent and, subject to the applicable Intercreditor Agreements, the Prepetition Term Loan Agent (and no such consent shall be implied, from any other action, inaction, or acquiescence by the Prepetition ABL

Administrative Agent, Prepetition Term Loan Agent, or any of the Prepetition Secured Parties) and, in each case, an order of this Court.

28. Right of Setoff. Subject to the Carve Out, to the extent any funds were on deposit with the Prepetition Agents or any other Prepetition Secured Party as of the Petition Date, regardless of the capacity in which such Prepetition Secured Party held such funds, including, without limitation, all funds deposited in, or credited to, an account of any Debtor with any such institution immediately prior to the filing of these Chapter 11 Cases (regardless of whether, as of the Petition Date, such funds had been collected or made available for withdrawal by any such Debtor), such funds (the "**Deposited Funds**") are subject to rights of setoff in a manner not inconsistent with the terms of this Order or the Approved Budget, including the Permitted Variance. By virtue of such setoff rights, the Deposited Funds are subject to a lien in favor of the Prepetition Agents and the applicable Prepetition Secured Parties pursuant to §§ 506(a) and 553 of the Bankruptcy Code.

29. Debtors' Waivers/Covenants. At all times during the Chapter 11 Cases prior to the payment in full of the Prepetition Secured Obligations, and whether or not a Termination Event has occurred, the Debtors irrevocably waive and covenant not to seek authority to take any of the following actions, other than as expressly provided for in this Final Order, or unless each of the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent otherwise consent in writing: (i) use Cash Collateral under section 363 of the Bankruptcy Code other than as set forth herein; (ii) obtain post-petition loans or other financial accommodations pursuant to section 364(c) or 364(d) of the Bankruptcy Code; (iii) challenge the application of any payments authorized

hereunder pursuant to section 506(b) of the Bankruptcy Code, or assert that the value of the Prepetition Collateral is less than the Prepetition Secured Obligations; (iv) propose, support, file, or otherwise have a plan of reorganization or liquidation that does not provide for the indefeasible payment in full in cash in full satisfaction of all Prepetition Secured Obligations (including the cash collateralization of any letters of credit or any similar instrument in accordance with this Final Order) on the effective date of such plan or to which each of the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent have not consented in writing; (v) seek relief under the Bankruptcy Code, including without limitation, under section 105 of the Bankruptcy Code, to the extent any such relief would in any way restrict or impair the rights and remedies of any Prepetition Secured Parties as provided in this Final Order and the Prepetition Loan Documents or any Prepetition Secured Party's exercise of such rights or remedies; or (vi) challenge, contest, or otherwise seek to impair or object to the validity, extent, enforceability, or priority of any Prepetition Secured Party's post-petition liens and claims.

30. GXO Matters. Subject to the Carve Out and the Canadian Court Liens, notwithstanding anything herein to the contrary, (a) any liens and other relief granted hereunder do not prime any Permitted Encumbrances held by GXO Logistics Supply Chain Inc. ("**GXO**"), including any contractual, statutory, warehouseman, or possessory liens that qualify as Specified Permitted Encumbrances under the Debtors' Prepetition Loan Documents that were in existence on the Petition Date, or that come into existence on or after the Petition Date by operation of applicable law without an order of the Court (collectively, "**GXO Liens**"), solely to the extent that such GXO Liens are valid, binding, perfected, enforceable, non-avoidable, and senior in priority

to the Prepetition Liens under applicable law, and (b) nothing herein shall be deemed to impair or diminish any claims held by GXO for adequate protection pursuant to sections 361, 362, or 363 of the Bankruptcy Code.

31. Texas Tax Matters. Notwithstanding any provisions contained in this Final Order, any statutory liens on account of ad valorem taxes (the "**Texas Tax Liens**") held by 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 (the "**Texas Tax Authorities**") shall neither be primed by nor made subordinate to any liens granted to any party hereby, to the extent the Texas Tax Liens are valid, senior, perfected, and unavoidable under applicable law, and all parties' rights to object to the priority, validity, amount, and extent of the claims and liens asserted by the Texas Tax Authorities are fully preserved. Furthermore, the amount of $26,573.89 shall be set aside by the Debtors (the "**Texas Tax Reserve**") as adequate protection for the secured tax claims that may be owed to the Texas Tax Authorities for tax year 2026 (the "**Texas Tax Claims**"), and the amounts held in the Texas Tax Reserve shall be used to fund allowed secured tax claims in favor of the Texas Tax Authorities prior to the distribution of any proceeds to any other creditor. The Texas Tax Liens shall attach to the proceeds deposited into the Texas Tax Reserve to the same extent and with the same priority as the liens attached to the Debtors' assets securing the Texas Tax Claims, if any. The funds from the Texas Tax Reserve shall be on the order of adequate protection and shall constitute neither the allowance of the Texas Tax Claims nor a cap on the amounts the Texas Taxing Authorities may be entitled to receive. Notwithstanding any order that

may be entered converting these Chapter 11 Cases to cases under chapter 7, the funds in the Texas Tax Reserve will continue to be held for the benefit of the Texas Tax Authorities, and the Texas Tax Liens shall remain attached to the funds in the Texas Tax Reserve in their relative priority until the Texas Tax Claims (if any) are paid in full (which payment, for the avoidance of doubt, may be made from the Texas Tax Reserve).

32. Surety Matters. Notwithstanding anything set forth to the contrary in the Motion, the Interim Order, this Final Order, or the Prepetition Loan Documents, nothing therein shall be deemed to modify, alter, or prime the existing rights or interests of 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**") in any letters of credit, or the proceeds thereof, securing existing surety bonds and existing indemnity agreements ("**Surety ILOC Collateral**"), including, without limitation, the right to draw or use the Surety ILOC Collateral, in accordance with the applicable, enforceable underlying agreements, to reimburse any claim of any of the Sureties under or in respect of the Surety ILOC Collateral, as applicable. Nothing herein is an admission by the Sureties, the Lenders, or the Debtors, or a determination by the Bankruptcy Court, regarding any claims under any bonds or indemnity agreements, and all parties reserve any and all rights and defenses in connection therewith.

33. Committee Objection Resolution. Upon entry of this Final Cash Collateral Order, the *Objection of The Official Committee Of Unsecured Creditors to Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting*

Adequate Protection to the Prepetition Secured Parties, (III) Scheduling a Final Hearing, (IV) Modifying The Automatic Stay, and (V) Granting Related Relief [Docket No. 268] shall be fully and finally settled, resolved, and withdrawn, subject to the following provisions:

(a) Upon the Effective Date of the Plan, as modified in accordance with the terms and conditions contained herein, occurring in accordance with paragraph 10 of this Final Cash Collateral Order, and subject to the Prepetition ABL Administrative Agent's confirmed receipt of the Mandatory Paydown Amount (as defined below) for irrevocable application and indefeasible paydown of the Prepetition ABL Obligations, which confirmation shall be given promptly and shall not be unreasonably withheld, an aggregate amount of Cash Collateral shall be utilized by the Debtors (or their respective successors under the Plan) to fund a trust account for the exclusive benefit of the GUC Trust Beneficiaries[7] of up to $3,000,000 (the "**GUC Cash Amount**") *plus* $250,000 solely for reasonable and documented fees, expenses, and costs (including any taxes imposed on or payable by the GUC Trust (as defined in the Plan) or in respect of the GUC Trust Assets (as defined in the Plan)) incurred by the GUC Trust, the GUC Trustee (as defined in the Plan), any professionals retained by the GUC Trust or the GUC Trustee, and any additional amount determined necessary by the GUC Trustee to adequately reserve for the operating expenses of the GUC Trust that shall be paid out of the GUC Trust Assets (the "**GUC Trust Expense Amount**," and together with the GUC Cash Amount, the "**GUC Trust Fund**

[7] The "**GUC Trust Beneficiaries**" means, collectively, the Holders of Allowed General Unsecured Claims; *provided*, *however*, that none of the following shall be GUC Trust Beneficiaries: (a) any Holder of a Claim arising from or related to the waiver of prepetition intercompany claims, (b) any Holder of the SPARC Intercompany Claim, and (c) any Holder of a deficiency claim arising out of any obligations under the Prepetition Credit Agreements. Capitalized terms used in this footnote but not otherwise defined in this Final Order have the meanings ascribed to them in the Plan.

Amount"); *provided*, that, to the extent the amount of cash (inclusive of the GUC Cash Amount and the GUC Trust Expense Amount) actually distributed to the GUC Trust on the Effective Date of the Plan is less than (x) $3,250,000 *less* (y) the amount, if any, by which the amount of actual Allowed fees and expenses of the Committee and the Committee Professionals exceeds the UCC Professional Fee Budget Amount (as defined in the Plan), all Net Proceeds (as defined in the Plan), if any, monetized by the Wind-Down Debtors after the Effective Date of the Plan shall be paid into the GUC Trust until the total amount of cash (inclusive of GUC Cash Amount and the GUC Trust Expense Amount) distributed to the GUC Trust equals (A) $3,250,000 *less* (B) the amount, if any, by which the amount of actual Allowed fees and expenses of the Committee and the Committee Professionals exceeds the UCC Professional Fee Budget Amount, and, thereafter, any Net Proceeds monetized by the Wind-Down Debtors (as defined in the Plan) shall be retained by the Wind-Down Debtors and distributed in accordance with the Plan;

(b) No portion of the GUC Trust Fund Amount shall be funded, vested, segregated, or otherwise made available from any Cash Collateral or other Collateral proceeds unless and until the Prepetition ABL Agent receives, in immediately available funds from the liquidation and collection of the Collateral, an aggregate amount of not less than $15,485,219 (the "**Mandatory Paydown Amount**") for irrevocable application and indefeasible paydown of the Prepetition ABL Obligations;

(c) The Debtors will not proceed with any hearing seeking confirmation of the Plan (the "**Confirmation Hearing**") unless and until (i) the Prepetition ABL Administrative Agent receives the Mandatory Paydown Amount for irrevocable application and indefeasible

paydown of the Prepetition ABL Obligations, or (ii) the Required Consenting Lenders[8] otherwise consent in writing to proceed with the Confirmation Hearing in their sole discretion and on terms and conditions acceptable to such lenders;

(d) Upon the effectiveness of the Plan in accordance with the provisions of this Final Cash Collateral Order, all liens and claims of the Prepetition Secured Parties to the proceeds of any Avoidance Actions shall be released, and any such proceeds shall be added to the GUC Trust Fund Amount. For the avoidance of doubt, following the effectiveness of the Plan, other than proceeds of Avoidance Actions and the other proceeds of the GUC Trust Fund Amount, all sale, collection, and/or liquidation proceeds of all of Debtors' assets and properties, including, without limitation, all tax and tariff refunds payable to the Debtors, shall remain Collateral of the Prepetition Secured Parties and be paid to or for the benefit of the Prepetition ABL Lenders (or other appropriate Prepetition Secured Party) until the Prepetition ABL Obligations are indefeasibly paid in full;

(e) In the event that the Professional Fees of the Committee subject to the Carve Out exceed the amount allocable to such fees in the Approved Budget (*i.e.*, $1,250,000), the sole recourse for the payment of such excess fees shall be limited to the GUC Cash Amount, and such fees shall reduce the GUC Cash Amount on a dollar for dollar basis.

(f) (i) Upon entry of this Final Cash Collateral Order, the Plan filed by the Debtors shall be amended consistent with the terms of this Final Cash Collateral Order, including,

[8] "**Required Consenting Lenders**" has the meaning set forth in the Restructuring Support Agreement attached to the First Day Declaration as Exhibit B.

but not limited to, this paragraph 33, and in form and substance reasonably acceptable to the Debtors, requisite Prepetition Secured Parties, and the Committee, and (ii) upon the Effective Date of the Plan, the Committee shall be deemed to have forever waived and released any and all "claims" (as defined in the Bankruptcy Code), counterclaims, causes of action, defenses, or setoff rights against each of the Prepetition Secured Parties, and each of their respective officers, directors, employees, agents, sub-agents, attorneys, consultants, advisors, and affiliates, in each case in their capacities as such, whether arising at law or in equity, under tort (including lender liability) or contract, including recharacterization, subordination, avoidance, or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable state or federal law.

34. Binding Effect of Final Order. The provisions of this Final Order shall be binding upon all parties in interest in the Chapter 11 Cases, including the Prepetition Secured Parties, any statutory committees that may be appointed in any Chapter 11 Cases, including, without limitation, the Committee, and the Debtors and their respective successors and assigns and shall inure to the benefit of the Prepetition Secured Parties, the Debtors, and their respective successors and assigns. This Final Order shall bind any trustee hereafter appointed or elected for the Debtors' estates, whether in the Chapter 11 Cases or any Successor Cases. Such binding effect is a benefit of the Prepetition Secured Parties' bargain in connection with the Debtors' use of Cash Collateral and is an integral part of this Final Order.

35. Survival. The provisions of this Final Order and any actions taken pursuant hereto shall survive the entry of any order: (a) confirming any chapter 11 plan in the Chapter 11 Cases,

including, without limitation, the Plan; (b) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code; or (c) dismissing the Chapter 11 Cases. The terms and provisions of this Final Order, including, for the avoidance of doubt, the provisions in paragraph 5 hereof, as well as the Adequate Protection Package granted pursuant to this Final Order shall continue in full force and effect notwithstanding the entry of any of the foregoing orders, and the claims and liens provided for herein shall maintain their priority as provided by this Final Order, the applicable Prepetition Loan Documents, and to the maximum extent permitted by law until all of the Prepetition Secured Obligations are indefeasibly paid and satisfied in full in cash (including the cash collateralization of any letters of credit or any similar instrument in accordance with this Final Order).

36. Effect of Dismissal. If the Chapter 11 Cases are dismissed or converted to cases under chapter 7 of the Bankruptcy Code, such dismissal or conversion of the Chapter 11 Cases shall not affect the rights of the Prepetition Secured Parties under this Final Order to the extent of the adequate protection provided hereunder, and all rights and remedies hereunder of the Prepetition Secured Parties to the extent of adequate protection provided hereunder shall remain in full force and effect as if the Chapter 11 Cases had not, as applicable, been dismissed or converted. If an order dismissing the Chapter 11 Cases is entered, the adequate protection granted to and conferred upon the Prepetition Secured Parties as of such date shall continue in full force and effect, and this Court shall retain jurisdiction, notwithstanding such dismissal, for the purpose of enforcing the Adequate Protection Obligations detailed herein. The Debtors shall not file a plan

of reorganization in these Chapter 11 Cases that conflicts with the provisions of this Final Order without the consent of each of the Prepetition Agents.

37. Findings of Fact and Conclusions of Law. This Final Order shall constitute findings of fact and conclusions of law effective as of the Petition Date. To the extent that any findings of fact are determined to be conclusions of law, such findings of fact shall be adopted as such, to the extent that any conclusions of law are determined to be findings of fact, such conclusions of law shall be adopted as such.

38. Order Effective upon Entry. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

39. The Interim Order. Except as specifically amended, supplemented, or otherwise modified hereby, all of the provisions of the Interim Order and any actions taken by the Debtors and the Prepetition Secured Parties in accordance therewith shall remain in effect and are hereby ratified by this Final Order.

40. Controlling Effect of Final Order. To the extent that any provision of this Final Order conflicts or is inconsistent with any provision of the Motion or the Interim Order, the provisions of this Final Order shall control.

41. Retention of Jurisdiction. This Court has and will retain jurisdiction and power to enforce this Final Order in accordance with its terms and to adjudicate all matters arising from or related to the implementation, interpretation, or enforcement of this Final Order.

Exhibit B

Redline

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* ~~pending~~)
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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 Administer~~ationed Requested~~)

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

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~~INTERIM~~FINAL ORDER (I) AUTHORIZING POSTPETITION USE OF CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION TO THE SECURED PARTIES, (III) MODIFYING THE AUTOMATIC STAY, AND (IV) ~~SCHEDULING A FINAL HEARING, AND (V)~~ GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through ~~seventy-seven~~eighty (~~7~~80), is **ORDERED**.

~~(Page | 3)~~
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~~Debtors:~~ ~~EDDIE BAUER LLC, *et al.*~~
~~Case No.~~ ~~26-11422 (SLM)~~
~~Caption of Order:~~ ~~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~~

This matter came before this Court on the motion (the "**Motion**")[2] of the debtors and debtors in possession (collectively, the "**Debtors**") in the above-captioned cases (the "**Chapter 11 Cases**") seeking entry of an interim order (~~this~~the "**Interim Order**") and a final order (the "**Final Order**," and together with the Interim Order, the "**Cash Collateral Orders**"), pursuant to sections 105, 361, 362, 363, 503, 506, 507, 510, and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "**Bankruptcy Code**"), Rules 2002, 4001, 6003, 6004, 7062, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rules 2002-1, 4001-~~1~~-1(a), 4001-3, and 9013-1 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey, dated August 1, 2025 (the "**Bankruptcy Local Rules**") *inter alia*:

(a) authorizing the Debtors' use of cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code, subject to the terms of ~~this Interim~~the Cash Collateral Orders, and granting adequate protection to each of the Prepetition Secured Parties (as defined herein), as applicable, and their interests in the Prepetition Collateral (as defined herein) pursuant to sections 105, 361, 362, 363, and 507 of title 11 of the Bankruptcy Code to the extent of any Diminution in Value of such rights and interests on and after the Petition Date (as defined herein);

---

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion or in the *Declaration of Stephen Coulombe in Support of Debtors' Motion for Entry Of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Scheduling a Final Hearing, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* [Docket No. 35] (the "**First Day Declaration**"), ~~filed contemporaneously herewith~~.

(b) vacating and modifying the automatic stay arising under section 362 of the Bankruptcy Code in accordance with the provisions hereof, to the extent necessary to implement and effectuate the terms and provisions of this Interimthe Cash Collateral Orders;

(c) waiving, subject to and effective upon entry of the Final Order, all the Debtors' rights to surcharge the Prepetition Collateral pursuant to section 506(c) of the Bankruptcy Code, and any "equities of the case" exception under section 552(b) of the Bankruptcy Code;

(d) waiving, subject to and effective upon entry of the Final Order, the equitable doctrine of "marshaling" with respect to any of the Prepetition Collateral for the benefit of any party other than the Prepetition Secured Parties; and

(e) scheduling, pursuant to Bankruptcy Rule 4001, a final hearing (the "**Final Hearing**") to consider approval of the relief sought in the Motion on a final basis pursuant to the Final Order; and

(e) (f) granting related relief, all as more fully set forth herein.

This Court having considered the Motion, the exhibits thereto, the *Declaration of Stephen Coulombe in Support of Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Scheduling a Final Hearing, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* (the "**Coulombe Declaration**"), the First Day Declaration, and the

evidence submitted and arguments made by the Debtors at the hearing, if necessary, before this Court on February 10, 2026 (the "**Interim Hearing**") and the hearing before this Court on March 27, 2026 (the "**Final Hearing**"); and due and proper notice of the Motion ~~and~~, the Interim Hearing, and the Final Hearing (if necessary) having been given as set forth in the Motion; and such notice having been adequate and appropriate under the applicable Bankruptcy Rules and Bankruptcy Local Rules; and the Interim Hearing and the Final Hearing (if necessary) having been held and concluded; and notice of the Motion and opportunity for a hearing on the Motion having been appropriate and no other notice needing to be provided; and all objections, if any, to the relief requested in the Motion on ~~an interim~~a final basis having been withdrawn, resolved, or overruled by this Court; and this Court having determined that the legal and factual bases set forth in the Motion and at the Interim Hearing and the Final Hearing (if necessary) establish just cause for the relief granted herein; and it appearing that granting the relief requested in the Motion ~~on an interim basis is necessary to avoid immediate and irreparable harm to the Debtors and their estates, and otherwise~~ is fair and reasonable, in the best interests of the Debtors, and is essential for the continued operation of the Debtors' business and the preservation of the value of the Debtors' assets; and after due deliberation and consideration, and for good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING AND THE FINAL HEARING (IF NECESSARY), THIS COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[3]

A. Petition Date. On February 9, 2026 (the "**Petition Date**"), each of the Debtors filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "**Court**").

B. Debtors in Possession. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. The Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b). ~~No~~On February 25, 2026, the United States ~~t~~Trustee ~~or examiner or~~ for the District of New Jersey (the "**U.S. Trustee**") appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code [Docket No. 210] (~~a~~the "**Committee**") ~~has been appointed in the Chapter 11 Cases~~.

C. Jurisdiction and Venue. This Court has core jurisdiction over the Chapter 11 Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) 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.). This is a core proceeding pursuant to 28 U.S.C. § 157(b). The

[3] The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

predicates for relief sought herein are sections 105, 361, 362, 363, 502, 503, 506, 507, and 552 of the Bankruptcy Code and Rules 2002, 4001, 6003, 6004, and 9014 of the Bankruptcy Rules. Venue for the Chapter 11 Cases and the proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Cash Collateral. Any and all cash of the Debtors, including cash, cash equivalents, and other amounts on deposit or maintained in any deposit account or any other account of the Debtors and any amounts generated by the collection of accounts receivable, the sale of inventory, or any other disposition of Prepetition Collateral (as defined herein), wherever located and whether existing as of the Petition Date or arising or acquired after the Petition Date, together with all proceeds of any of the foregoing, is cash collateral within the meaning of section 363(a) of the Bankruptcy Code (the "**Cash Collateral**") of the Prepetition Secured Parties (defined below). The Debtors are not able to use Cash Collateral without either (a) the Prepetition Secured Parties' consent or (b) this Court's authorization after notice and a hearing pursuant to section 363(c)(2) of the Bankruptcy Code. The Prepetition Secured Parties have consented to the Debtors' use of the Cash Collateral, expressly limited to, and conditioned upon, the terms and conditions specified in ~~this Interim~~the Cash Collateral Orders.

E. Debtors' Stipulations. In requesting the use of Cash Collateral (as defined herein), and in exchange for and as a material inducement to the consent of the Prepetition Secured Parties (as defined herein) to the use of their Cash Collateral, and subject only to the challenge rights set forth in paragraph 5 below (but subject to the limitations thereon contained

herein), the Debtors, for themselves, their estates, and all representatives of such estates, acknowledge, represent, admit, stipulate, and agree as follows (collectively, the "**Debtors' Stipulations**"):

(i) *Prepetition ABL Loan Documents.* Prior to the Petition Date, certain of the Prepetition Secured Parties made loans, advances, and other extensions of credit pursuant to that certain Credit Agreement, originally dated as of December 7, 2020 (as amended, restated, supplemented, waived, or otherwise modified prior to the Petition Date, including pursuant to that certain Limited Consent and Seventh Amendment to Credit Agreement, dated as of February 8, 2026, the "**Prepetition ABL Credit Agreement**," and collectively with the Loan Documents (as defined in the Prepetition ABL Credit Agreement, and including that certain Canadian Limited Guarantee and Collateral Agreement, dated as of February 8, 2026 (the "**Canadian Guarantee Agreement**"), the "**Prepetition ABL Loan Documents**")), by and among (a) Penney Holdings LLC, as lead administrative borrower, and the other Loan Parties (as defined therein) party thereto (together with Penney Holdings LLC, collectively, the "**Prepetition ABL Loan Parties**"), (b) Wells Fargo Bank, National Association ("**Wells Fargo**"), as administrative agent (solely in such capacity, the "**Prepetition ABL Administrative Agent**"), and (c) the Lenders (as defined in the Prepetition ABL Credit Agreement) from time to time party thereto with respect to the Revolving Loans, and any other Obligations (each as defined in the Prepetition ABL Credit Agreement) (collectively, the "**Prepetition ABL Lenders**," and collectively with the Prepetition ABL Administrative Agent and all other holders

of Prepetition ABL Obligations (as defined herein), the "**Prepetition ABL Secured Parties**"). Each of the Prepetition ABL Loan Documents is valid, binding, non-voidable, and enforceable against the applicable Debtors in accordance with its terms.

(ii) *Prepetition Term Loan Documents.* Prior to the Petition Date, certain of the Prepetition Secured Parties made loans, advances, and other extensions of credit pursuant to that certain Credit Agreement, originally dated as of September 19, 2025 (as amended, restated, supplemented, waived, or otherwise modified prior to the Petition Date, including pursuant to that certain Limited Consent and First Amendment to Credit Agreement, dated as of February 8, 2026, the "**Prepetition Term Loan Credit Agreement**," and collectively with the Loan Documents (as defined in the Prepetition Term Loan Credit Agreement), the "**Prepetition Term Loan Documents**"), by and among (a) Penney Holdings LLC, as lead administrative borrower, and the other Loan Parties (as defined in the Prepetition Term Loan Credit Agreement) party thereto (together with Penney Holdings LLC, collectively, the "**Prepetition Term Loan Parties**"), (b) Whitehawk Capital Partners LP, as administrative and collateral agent (solely in such capacities, the "**Prepetition Term Loan Agent**"), and (d) the Lenders (as defined in the Prepetition Term Loan Credit Agreement) from time to time party thereto with respect to the Loans and any other Obligations (each as defined in the Prepetition Term Loan Credit Agreement) (collectively, the "**Prepetition Term Loan Lenders**," and collectively with the Prepetition Term Loan Agent and all other holders of Prepetition Term Loan Obligations (as defined herein), the "**Prepetition Term Loan Secured Parties**"). Each of the Prepetition

Term Loan Documents is valid, binding, non-voidable, and enforceable against the applicable Debtors in accordance with its terms.

(iii) *Prepetition Subordinated Loan Documents*. Prior to the Petition Date, certain of the Prepetition Secured Parties made loans, advances, and other extensions of credit pursuant to that certain Term Loan Credit, Guaranty and Security Agreement, dated as of February 23, 2024 (as amended, restated, supplemented, waived, or otherwise modified prior to the Petition Date, including pursuant to that certain Limited Consent and Third Amendment to Credit Agreement, dated as of February 8, 2026, the "**Prepetition Subordinated Loan Credit Agreement**," and ~~collectively~~ together with the Prepetition ABL Credit Agreement and the Prepetition Term Loan Credit Agreement, the "**Prepetition Credit Agreements**," and the Prepetition Subordinated Loan Credit Agreement together with the Loan Documents (as defined in the Prepetition Subordinated Loan Credit Agreement), the "**Prepetition Subordinated Loan Documents**," and the Prepetition Subordinated Loan Documents collectively with the Prepetition ABL Loan Documents and the Prepetition Term Loan Documents, the "**Prepetition Loan Documents**"), by and among (a) Penney Holdings LLC, as lead administrative borrower, and the other Loan Parties (as defined in the Prepetition Subordinated Loan Credit Agreement) party thereto (together with Penney Holdings LLC, collectively, the "**Prepetition Subordinated Loan Parties**"), (b) Copper Retail JV LLC, as administrative and collateral agent (solely in such capacities, the "**Prepetition Subordinated Loan Agent**," and collectively with the Prepetition ABL Administrative Agent and the Prepetition Term Loan Agent, the "**Prepetition Agents**"),

and (c) the Lenders (as defined in the Prepetition Subordinated Loan Credit Agreement) from time to time party thereto with respect to the Loans and any other Obligations (each as defined in the Prepetition Subordinated Loan Credit Agreement) (collectively, the "**Prepetition Subordinated Loan Lenders**," and collectively with the Prepetition Subordinated Loan Agent and all other holders of Prepetition Subordinated Loan Obligations (as defined herein), the "**Prepetition Subordinated Loan Secured Parties**," and the Prepetition Subordinated Loan Secured Parties collectively with the Prepetition ABL Secured Parties and the Prepetition Term Loan Secured Parties, the "**Prepetition Secured Parties**"). Each of the Prepetition Subordinated Loan Documents is valid, binding, and, subject to applicable bankruptcy law, enforceable against the applicable Debtors in accordance with its terms.

(iv) *Prepetition ABL Obligations.* All indebtedness, liabilities, and obligations owing from time to time under the Prepetition ABL Loan Documents, specifically to the extent constituting Obligations (as defined in the Prepetition ABL Credit Agreement), and for the avoidance of doubt, including all fees, premiums, interest on interest, expenses of legal counsel and financial advisors, whether matured or unmatured, are collectively referred to herein as "**Prepetition ABL Obligations**." As of the Petition Date, each of the Debtors, without defense, counterclaim, or offset of any kind, were jointly and severally indebted and liable to the Prepetition ABL Secured Parties under the Prepetition ABL Loan Documents in a principal amount not less than (x) $728,477,563 on account of Loans (as defined in the Prepetition ABL Credit Agreement), plus (y) additional amounts arising from and relating to Letters of Credit (as

defined in the Prepetition ABL Credit Agreement) in the aggregate outstanding amount of $196,811,452.80, plus (z) all interest accrued and accruing thereon, together with all costs, fees, premiums, expenses (including attorneys' fees and legal expenses) and all other Obligations (as defined in the Prepetition ABL Credit Agreement) accrued, accruing, or otherwise chargeable in respect thereof or in addition thereto; *provided* that the liability of Debtor Eddie Bauer of Canada Corporation and Debtor 13051269 Canada Inc. (together, the "**Canadian Debtors,**" and Eddie Bauer LLC, SPARC EB Holdings LLC, and Eddie Bauer Gift Card Services LLC, the "**U.S. Debtors**") under the Prepetition ABL Loan Documents is limited to $6,384,000, subject to the terms of the Canadian Guarantee Agreement. The Prepetition ABL Obligations and the Prepetition ABL Loan Documents constitute (a) the legal, valid, binding, enforceable, and non-avoidable obligations and agreements of the Debtors, enforceable in accordance with their terms; and (b) allowed claims under sections 502 and 506 of the Bankruptcy Code. The Prepetition ABL Liens, the Prepetition ABL Obligations, and all payments made to any of the Prepetition ABL Secured Parties or applied to the Prepetition ABL Obligations owing under the Prepetition ABL Loan Documents prior to the Petition Date, are not subject to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or "claim" (as defined in the Bankruptcy Code) of any kind, nature or description pursuant to the Bankruptcy Code or other applicable law.

(v) *Prepetition Term Loan Obligations.* All indebtedness, liabilities, and obligations owing from time to time under the Prepetition Term Loan Documents,

specifically to the extent constituting Obligations (as defined in the Prepetition Term Loan Credit Agreement), and for the avoidance of doubt, including all fees, premiums, interest on interest, expenses of legal counsel and financial advisors, whether matured or unmatured, are collectively referred to herein as "**Prepetition Term Loan Obligations**." As of the Petition Date, the applicable Debtors were indebted and liable under the Prepetition Term Loan Documents to the Prepetition Term Loan Lenders in respect of the Prepetition Term Loan Obligations for: (a) an aggregate principal amount of not less than $600,000,000 in respect of the Loans issued under the Prepetition Term Loan Credit Agreement; and (b) accrued and unpaid interest, fees, premiums, and costs, expenses (including any attorneys' and financial advisors' fees), charges, indemnities, and all other Obligations (as defined in the Prepetition Term Loan Credit Agreement) incurred or accrued with respect to the foregoing pursuant to, and in accordance with, the Prepetition Term Loan Documents. The Prepetition Term Loan Obligations and the Prepetition Term Loan Documents constitute (x) the legal, valid, binding, enforceable, and non-avoidable obligations and agreements of the applicable Debtors, enforceable in accordance with their terms; and (y) allowed claims under sections 502 and 506 of the Bankruptcy Code. The Prepetition Term Loan Liens, the Prepetition Term Loan Obligations, and all payments made to any of the Prepetition Term Loan Secured Parties or applied to the Prepetition Term Loan Obligations owing under the Prepetition Term Loan Documents prior to the Petition Date are not subject to avoidance, recharacterization, recovery, subordination, attack, offset,

counterclaim, defense, or "claim" (as defined in the Bankruptcy Code) of any kind, nature, or description pursuant to the Bankruptcy Code or other applicable law.

(vi) *Prepetition Subordinated Loan Obligations.* All indebtedness, liabilities, and obligations owing from time to time under the Prepetition Subordinated Loan Documents, specifically to the extent constituting Obligations (as defined in the Prepetition Subordinated Loan Credit Agreement), and for the avoidance of doubt, including all fees, premiums, interest on interest, and expenses of legal counsel and financial advisors, whether matured or unmatured, are collectively referred to herein as "**Prepetition Subordinated Loan Obligations**," and the Prepetition ABL Obligations, the Prepetition Term Loan Obligations, and the Prepetition Subordinated Loan Obligations are, together, collectively referred to herein as the "**Prepetition Secured Obligations**." As of the Petition Date, the applicable Debtors were indebted and liable under the Prepetition Subordinated Loan Documents to the Prepetition Subordinated Loan Lenders in respect of the Prepetition Subordinated Loan Obligations for: (a) an aggregate principal amount of not less than $216,281,687 in respect of the Loans issued under the Prepetition Subordinated Loan Credit Agreement; and (b) accrued and unpaid interest, fees, and costs, expenses (including any attorneys' and financial advisors' fees), charges, indemnities, and all other Obligations (as defined in the Prepetition Subordinated Loan Credit Agreement) incurred or accrued with respect to the foregoing pursuant to, and in accordance with, the Prepetition Subordinated Loan Documents. The Prepetition Subordinated Loan Obligations and the Prepetition Subordinated Loan Documents constitute (x) the legal, valid, binding

enforceable, and non-avoidable obligations and agreements of the applicable Debtors, enforceable in accordance with their terms; and (y) allowed claims under sections 502 and 506 of the Bankruptcy Code. The Prepetition Subordinated Loan Liens, the Prepetition Subordinated Loan Obligations, and all payments made to any of the Prepetition Subordinated Loan Secured Parties or applied to the Prepetition Subordinated Loan Obligations owing under the Prepetition Subordinated Loan Documents prior to the Petition Date, are not subject to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or "claim" (as defined in the Bankruptcy Code) of any kind, nature, or description pursuant to the Bankruptcy Code or other applicable law.

(vii) *Prepetition Liens and Prepetition Collateral.* Pursuant to and as more particularly described in the Prepetition Loan Documents, and subject in all cases to the terms of the Intercreditor Agreements (as defined herein), as applicable, the Prepetition Secured Obligations are secured by, among other things, senior liens on, security interests in, and assignments and pledges of (collectively, the "**Prepetition Liens**," and as such Prepetition Liens secure Obligations under and as defined in the Prepetition ABL Credit Agreement, the Prepetition Term Loan Credit Agreement, and the Prepetition Subordinated Loan Credit Agreement, the "**Prepetition ABL Liens**," the "**Prepetition Term Loan Liens**," and the "**Prepetition Subordinated Loan Liens**," respectively), substantially all assets of the applicable Debtors as more fully described in the Prepetition Loan Documents, including without limitation, any property of the Debtors described as Collateral in the Prepetition Loan

Documents (the "**Prepetition Collateral**"), subject, however, to other valid, perfected, and unavoidable senior priority liens and security interests existing as of the Petition Date, or coming into existence after the Petition Date to the extent permitted by the Bankruptcy Code and applicable law without requiring Court authorization, securing valid, binding, and unavoidable obligations permitted under the Loan Documents or arising by operation of applicable law (collectively, the "**Permitted Encumbrances**"). The Prepetition Liens granted to the Prepetition Agents for the benefit of themselves and the Prepetition Secured Parties in the Prepetition Collateral pursuant to and in connection with the Loan Documents, including, without limitation, any security agreements, pledge agreements, mortgages, deeds of trust, deposit account control agreements, and other security documents executed by any of the Debtors in favor of any of the Prepetition Agents, (a) are valid, binding, perfected, enforceable, non-avoidable, properly perfected liens and security interests in the Debtors' assets, (b) are not subject, pursuant to the Bankruptcy Code or other applicable law, to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or "claim" (as defined in the Bankruptcy Code) of any kind, (c) are subject and/or subordinate only to Permitted Encumbrances, the Carve Out, and the Canadian Court Liens, and (d) constitute the legal, valid, and binding obligations of the Debtors, enforceable in accordance with the terms of the applicable Loan Documents.

(viii) *Validity of Prepetition ABL Obligations.* The Prepetition ABL Liens are (a) valid, binding, perfected, duly recorded, and enforceable liens on, and security interests in, the Prepetition Collateral, and (b) not subject to, pursuant to the Bankruptcy Code or other

applicable law (foreign or domestic), avoidance, disallowance, reduction, recharacterization, recovery, subordination (whether equitable, contractual, or otherwise), attachment, setoff, offset, recoupment, counterclaim, defense, "claim" (as such term is defined in the Bankruptcy Code), impairment, or any other challenge of any kind by any person or entity. The Prepetition ABL Liens were granted for fair consideration and reasonably equivalent value and were granted in consideration of the making and/or continued making of loans, commitments, and/or other financial accommodations under the Prepetition ABL Loan Documents. The Prepetition ABL Obligations owing to the Prepetition ABL Secured Parties constitute legal, valid, and binding obligations of the applicable Debtors, enforceable against them in accordance with their respective terms, and no portion of the Prepetition ABL Obligations or any payments made to the Prepetition ABL Secured Parties or applied to or paid on account of the Prepetition ABL Obligations owing under the Prepetition ABL Loan Documents prior to the Petition Date is subject to any contest, attack, rejection, recovery, recoupment, reduction, defense, counterclaim, setoff, offset, subordination (whether equitable, contractual, or otherwise), recharacterization, avoidance, or other claim, cause of action, or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law. The Prepetition ABL Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(ix) *Validity of Prepetition Term Loan Obligations.* The Prepetition Term Loan Liens are (a) valid, binding, perfected, duly recorded, and enforceable liens on, and security interests in, the Prepetition Collateral, and (b) not subject to, pursuant to the Bankruptcy Code or

other applicable law (foreign or domestic), avoidance, disallowance, reduction, recharacterization, recovery, subordination (whether equitable, contractual, or otherwise), attachment, setoff, offset, recoupment, counterclaim, defense, "claim" (as such term is defined in the Bankruptcy Code), impairment, or any other challenge of any kind by any person or entity. The Prepetition Term Loan Liens were granted for fair consideration and reasonably equivalent value and were granted in consideration of the making and/or continued making of loans, commitments, and/or other financial accommodations under the Prepetition Term Loan Documents. The Prepetition Term Loan Obligations owing to the Prepetition Term Loan Secured Parties constitute legal, valid, and binding obligations of the applicable Debtors, enforceable against them in accordance with their respective terms, and no portion of the Prepetition Term Loan Obligations or any payments made to the Prepetition Term Loan Secured Parties or applied to or paid on account of the Prepetition Term Loan Obligations owing under the Prepetition Term Loan Documents prior to the Petition Date is subject to any contest, attack, rejection, recovery, recoupment, reduction, defense, counterclaim, setoff, offset, subordination (whether equitable, contractual, or otherwise), recharacterization, avoidance, or other claim, cause of action, or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law. The Prepetition Term Loan Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(x) *Validity of Prepetition Subordinated Loan Obligations.* The Prepetition Subordinated Loan Liens are (a) valid, binding, perfected, duly recorded, and enforceable liens

on, and security interests in, the Prepetition Collateral, and (b) not subject to, pursuant to the Bankruptcy Code or other applicable law (foreign or domestic), avoidance, disallowance, reduction, recharacterization, recovery, subordination (whether equitable, contractual, or otherwise), attachment, setoff, offset, recoupment, counterclaim, defense, "claim" (as such term is defined in the Bankruptcy Code), impairment, or any other challenge of any kind by any person or entity. The Prepetition Subordinated Loan Liens were granted for fair consideration and reasonably equivalent value and were granted in consideration of the making and/or continued making of loans, commitments, and/or other financial accommodations under the Prepetition Subordinated Loan Documents. The Prepetition Subordinated Loan Obligations owing to the Prepetition Subordinated Loan Secured Parties constitute legal, valid, and binding obligations of the applicable Debtors, enforceable against them in accordance with their respective terms, and no portion of the Prepetition Subordinated Loan Obligations or any payments made to the Prepetition Subordinated Loan Secured Parties or applied to or paid on account of the Prepetition Subordinated Loan Obligations owing under the Prepetition Subordinated Loan Documents prior to the Petition Date is subject to any contest, attack, rejection, recovery, recoupment, reduction, defense, counterclaim, setoff, offset, subordination (whether equitable, contractual, or otherwise), recharacterization, avoidance, or other claim, cause of action, or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law. The Prepetition Subordinated Loan Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(xi) *No Control*. None of the Prepetition ABL Secured Parties or the Prepetition Term Loan Secured Parties controls (or in the past controlled) the Debtors or their properties or operations, has authority to determine the manner in which any of the Debtors' operations are conducted, or is a control person or insider of the Debtors or any of their affiliates by virtue of any of the actions taken with respect to, in connection with, related to, or arising from this Interimthe Cash Collateral Orders or the Prepetition ABL Loan Documents or Prepetition Term Loan Documents, respectively.

(xii) *No Claims Against Prepetition ABL Secured Parties, Prepetition Term Loan Secured Parties, or Prepetition Subordinated Loan Secured Parties*. The Debtors hold no valid or enforceable "claims" (as defined in the Bankruptcy Code), counterclaims, causes of action, defenses, or setoff rights of any kind (including any challenge, avoidance, disallowance, disgorgement, recharacterization, or subordination) against any of the Prepetition ABL Secured Parties, Prepetition Term Loan Secured Parties, Prepetition Subordinated Loan Secured Parties, and/or the Prepetition Collateral. Each Debtor hereby forever waives and releases any and all "claims" (as defined in the Bankruptcy Code), counterclaims, causes of action, defenses, or setoff rights against each of the Prepetition ABL Secured Parties, Prepetition Term Loan Secured Parties, Prepetition Subordinated Loan Secured Parties, and each of their respective officers, directors, employees, agents, sub-agents, attorneys, consultants, advisors, and affiliates, in each case in their capacities as such, and the Collateral, whether arising at law or in equity, under tort (including lender liability) or contract, including recharacterization, subordination, avoidance, or

other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable state or federal law.

(xiii) *Prepetition Intercreditor Agreements*.

a) *ABL-Term Loan Intercreditor Agreement*. Reference is made to that certain Intercreditor Agreement, dated as of September 19, 2025 (as amended, restated, supplemented, waived, or otherwise modified prior to the Petition Date, the "**ABL-Term Loan Intercreditor Agreement**"), by and among (i) the Prepetition ABL Administrative Agent, (ii) the Prepetition Term Loan Agent, and (iii) Penney Intermediate Holdings LLC, as holdings, (iv) Penney Borrower LLC, as lead borrower, and (v) the Prepetition ABL Loan Parties and the Prepetition Term Loan Parties from time to time party thereto. Among other things, the ABL-Term Loan Intercreditor Agreement governs the rights, interests, obligations, priorities, and positions of the liens and claims of the Prepetition ABL Secured Parties and the Prepetition Term Loan Secured Parties with respect to the Prepetition Liens and the Prepetition Collateral. Pursuant to the ABL-Term Loan Intercreditor Agreement, the parties thereto agreed, among other things, that any lien on the ABL Priority Collateral (as defined in the ABL-Term Loan Intercreditor Agreement) securing or purporting to secure any Prepetition ABL Obligations shall have priority over and be senior in all respects and prior to any lien on the ABL Priority Collateral securing or purporting to secure any Prepetition Term Loan Obligations. Pursuant to the ABL-Term Loan Intercreditor Agreement, the parties thereto agreed, among other things, that any lien on the Term Loan Priority Collateral (as defined in the ABL-Term Loan Intercreditor

Agreement) securing or purporting to secure any Prepetition Term Loan Obligations shall have priority over and be senior in all respects and prior to any lien on the Term Loan Priority Collateral securing or purporting to secure any Prepetition ABL Obligations.

b) *Senior-Subordinated Intercreditor Agreement*. Reference is made to that certain Intercreditor Agreement, dated as of September 19, 2025 (as amended, restated, supplemented, waived, or otherwise modified prior to the Petition Date, the "**Senior-Subordinated Intercreditor Agreement**," and together with the ABL-Term Loan Intercreditor Agreement, the "**Intercreditor Agreements**"), by and among (i) the Prepetition ABL Administrative Agent, (ii) the Prepetition Term Loan Agent, (iii) the Prepetition Subordinated Loan Agent, and (iv) the Prepetition ABL Loan Parties, the Prepetition Term Loan Parties, and the Prepetition Subordinated Loan Parties from time to time party thereto. Among other things, the Senior-Subordinated Intercreditor Agreement governs the rights, interests, obligations, priorities, and positions of the liens and claims of the Prepetition ABL Secured Parties, the Prepetition Term Loan Secured Parties, and the Prepetition Subordinated Loan Secured Parties with respect to the Prepetition Liens and the Prepetition Collateral. Pursuant to the Senior-Subordinated Intercreditor Agreement, the parties thereto agreed, among other things, that any lien on the Prepetition Collateral securing or purporting to secure any Prepetition ABL Obligations or Prepetition Term Loan Obligations shall, subject to the terms of the ABL-Term Loan Intercreditor Agreement, have priority over and be senior in all respects and prior to any

lien on the Prepetition Collateral securing or purporting to secure any Prepetition Subordinated Loan Obligations.

c) Pursuant to section 510 of the Bankruptcy Code, the Intercreditor Agreements and any other applicable intercreditor or subordination provisions contained in any of the other Prepetition Loan Documents (i) are in full force and effect, (ii) shall continue to govern the relative priorities, rights, and remedies of the Prepetition Secured Parties (including the relative priorities, rights, and remedies of such parties with respect to replacement liens, administrative expense claims, and superpriority administrative expense claims granted or amounts payable in respect thereof by the Debtors under ~~this Interim~~the Cash Collateral Orders or otherwise), and (iii) shall not be deemed to be amended, altered, or modified by the terms of this ~~Interim~~Final Order, unless otherwise expressly set forth herein.

F. Adequate Protection for the Prepetition Secured Parties. The Prepetition Secured Parties are entitled to receive adequate protection pursuant to sections 361, 362, and 363 of the Bankruptcy Code for any diminution in the value, from and after the Petition Date, of their respective interests in the Prepetition Collateral, including, without limitation, the amount of Cash Collateral used by any Debtor during these Chapter 11 Cases resulting from the imposition of the stay, the funding of the Carve Out to the extent set forth herein, any other act or omission which may cause diminution in the value of its rights or interests in the Prepetition Collateral, the use, sale, or lease of the Prepetition Collateral, or from the granting of a security interest in the Prepetition Collateral, net of any cash payments actually received by the applicable

Prepetition Secured Parties on account of the Weekly Paydowns (as defined herein) (collectively, the "**Diminution in Value**"); *provided*, that nothing set forth herein shall be construed as a determination or finding as to the amount of any Diminution in Value of the Prepetition Collateral. As adequate protection therefor, the Prepetition Secured Parties will receive the adequate protection described in this Interimthe Cash Collateral Orders, including the adequate protection set forth in paragraph 7 hereof. In exchange for such adequate protection, the Prepetition Secured Parties have consented to the Debtors' use of the Cash Collateral, solely on the terms and conditions set forth in this Interimthe Cash Collateral Orders. The adequate protection and other benefits and privileges provided herein by the Debtors are consistent with and authorized by section 363 and all other relevant provisions of the Bankruptcy Code and are necessary to obtain the Prepetition Secured Parties' consent to the use of the Cash Collateral. The terms of the proposed adequate protection arrangements and of the use of the Collateral (as defined herein), including the Cash Collateral, are fair and reasonable, reflect the Debtors' prudent exercise of business judgment, and constitute reasonably equivalent value and fair consideration for the use of Cash Collateral. The Prepetition Secured Parties reserve the right to seek additional adequate protection beyond the adequate protection provided in this Interimthe Cash Collateral Orders, and nothing in this Interimthe Cash Collateral Orders or otherwise shall be deemed or construed to limit, impair, or otherwise prejudice the Prepetition Secured Parties' rights to seek and/or obtain such other or additional adequate protection or any other relief during these Chapter 11 Cases.

G. Good Cause. Good cause has been shown for immediate entry of this InterimFinal Order, and the entry of this InterimFinal Order is in the best interests of the Debtors, the Estates, and their stakeholders. Among other things, the relief granted herein will avoid distracting litigation, added administrative expense, possible delay, and will minimize disruption of the Debtors' businesses and permit the Debtors to immediately satisfy expenses necessary to maximize the value of the Estates.

H. Good Faith. The terms of the Cash Collateral arrangement described herein are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration. The Debtors' use of Cash Collateral in accordance with the terms hereof has been negotiated in good faith and at arms' length among the Debtors and the Prepetition ABL Administrative Agent, the Prepetition Term Loan Agent, and the Prepetition Subordinated Loan Agent, and the consent of the Prepetition ABL Administrative Agent, the Prepetition Term Loan Agent, and the Prepetition Subordinated Loan Agent to the Debtors' use of the Cash Collateral in accordance with the terms hereof shall be deemed to have been made in good faith. Accordingly, the claims, superpriority claims, replacement liens, and other protections granted to the Prepetition ABL Secured Parties, the Prepetition Term Loan Secured Parties, and the Prepetition Subordinated Loan Secured Parties pursuant to this Interimthe Cash Collateral Orders will not be affected by any subsequent reversal, modification, vacatur, amendment, reargument, or reconsideration of this Interimthe Cash Collateral Orders or any other order, solely to the extent such claims,

superpriority claims, replacement liens, and other protections exist as of the date of any such subsequent reversal, modification, vacatur, amendment, reargument, or reconsideration.

I. Necessity for Relief Requested; Immediate and Irreparable Harm. The Debtors requested the entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2). The Debtors have an immediate need to use the Cash Collateral to, among other things, preserve and maximize the value of the Debtors' assets, absent which the Debtors and their estates will suffer immediate and irreparable harm to the detriment of all of their creditors and stakeholders. The preservation and maintenance of the Debtors' assets and business are necessary and appropriate to maximize value available for distribution to creditors. Absent the Debtors' ability to use Cash Collateral, the Debtors would not have any available sources of working capital and would be unable to pay their operating expenses or maintain their assets to the detriment of the Debtors' estates, their creditors, and all of their stakeholders. The relief requested in the Motion is therefore necessary to avoid immediate and irreparable harm to the Debtors, their estates, and creditors. Additionally, the use of Cash Collateral avoids the immediate need for the Debtors to obtain postpetition financing, which would require the Debtors to incur additional expense, which would likely be substantial. The Prepetition Secured Parties and the Debtors have negotiated at arm's length and in good faith regarding the Debtors' use of Cash Collateral during the pendency of the Chapter 11 Cases. Accordingly, this Court finds that entry of this Interim Order is necessary to avoid immediate and irreparable harm to the Debtors' estates, is critical to the Debtors' ability to maximize the value of their estates, is in the best interests of the

Debtors' estates, and is necessary, essential, and appropriate for the continued operation of the Debtors' business and the management and preservation of their assets.

I. J. Proper Exercise of Business Judgment; Arm's-Length, Good-Faith Negotiations. Based on the Motion, the First Day Declaration, the Coulombe Declaration, and the record presented to this Court at the Interim Hearing and the Final Hearing (if necessary), (i) the adequate protection to be granted to the Prepetition Secured Parties hereunder, (ii) the terms on which the Debtors may continue to use Prepetition Collateral (including Cash Collateral) as reflected herein, and (iii) the Cash Collateral arrangements described herein pursuant to this Interimthe Cash Collateral Orders, in each case: (a) are fair, reasonable, and the best available to the Debtors under the circumstances; (b) reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties; and (c) are supported by reasonably equivalent value and fair consideration. The Debtors' use of Prepetition Collateral (including Cash Collateral) was negotiated in good faith and at arm's length among the Debtors and the Prepetition Secured Parties.

J. K. Consent by Prepetition Secured Parties. The Prepetition Secured Parties have consented to, or are deemed to consent under, the applicable Intercreditor Agreement to the Debtors' use of Cash Collateral, in accordance with and subject to the terms and conditions provided for in this Interimthe Cash Collateral Orders, including the respective rights and obligations of the Prepetition Secured Parties set forth in the Intercreditor Agreements.

K. ~~L.~~ Notice. In accordance with Bankruptcy Rules 2002, 4001(b) and (d), and 9014, the Bankruptcy Local Rules, notice of the Interim Hearing and the ~~emergency~~Final Hearing (if necessary) and the relief requested in the Motion has been provided by the Debtors. The notice given by the Debtors of the Motion, the relief requested therein, and of the Interim Hearing and the Final Hearing (if necessary) is good, sufficient, and appropriate and complies with the requirements of the Bankruptcy Rules~~. The parties have made reasonable efforts to afford the best notice possible under the circumstances to permit the relief set forth in this Interim Order to be granted with immediate effect~~, and no other or further notice is required.

Based upon the forgoing findings of fact and conclusions of law, the Motion, the record before this Court with respect to the Motion, and after due consideration and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. Motion Granted. The Motion is GRANTED on ~~an interim~~a final basis, as set forth herein. Any objection to the entry of ~~this Interim~~the Cash Collateral Orders, to the extent not withdrawn, waived, or resolved, is hereby denied and overruled.

2. Authorization to Use Cash Collateral. The Debtors are hereby authorized, ~~but not directed, on an interim~~on a final basis, to use the Cash Collateral solely in accordance with and to the extent set forth in the Approved Budget (as defined herein) and this ~~Interim~~Final Order (including the Carve Out) during the period commencing on the date of this ~~Interim~~Final Order through the Termination Date (as defined herein) (the "**Cash Collateral Period**"), in an amount

not to exceed at any time, prior to the payment in full of the Prepetition Secured Parties, the aggregate amount of disbursements projected in the Approved Budget (as defined herein), subject to the Permitted Variances (as defined herein) and the other terms of paragraph 4(e), from the Petition Date through the date of measurement, or such other amounts that may be agreed to in writing by the Prepetition ABL Administrative Agent in its Permitted Discretion.[4]

3. Minimum Sweep Balance. Subject to the Carve Out, commencing on Friday, March 6, 2026, and on each Friday thereafter, the Debtors shall calculate for the purpose of determining the Weekly Paydown Amount (as defined herein), as of any date of determination: (a) the Debtors' good faith estimate of the actual ending cash balance as of the end of the determination date, *less* (b) the amount set forth in the line item titled "Ending Book Cash" for the week of the determination date in the applicable Approved Budget, *less* (c) all outstanding and unpaid disbursements through the determination date in the applicable Approved Budget, *less* (d) the greater of (i) zero, and (ii) (x) actual total cash receipts through the determination date *less* (y) the amount set forth in the line item titled "Cash Receipts" through the determination date in the applicable Approved Budget, *less* (e) the amount, if any, by which the amount due to be funded into the Funded Reserve Account pursuant to paragraph 13 hereof for such week exceeds the amount set forth in the line item titled "Professional Fees" for the week of the determination date in the applicable Approved Budget, *less* (f) the incremental amount

[4] "**Permitted Discretion**" as used herein shall mean acting reasonably from the standpoint of a secured asset-based lender or secured term loan lender, as applicable.

attributable to the Permitted Variance applicable to such outstanding and unpaid disbursements referenced in (c) of this paragraph (the "**Minimum Sweep Balance**"). The Minimum Sweep Balance will be funded in accordance with the Approved Budget and from the proceeds of the Prepetition Collateral (including Cash Collateral).

4. Budget.

(a) Subject to the other provisions of this ~~Interim~~Final Order, the Debtors may use Cash Collateral during the Cash Collateral Period only to pay the expenses set forth in the 13-week cash collateral budget, a summary of which is attached as **Exhibit 1** hereto (as the same may be updated from time to time with the prior written consent of the Prepetition ABL Administrative Agent, the "**Approved Budget**") in the amounts and during the periods in which such expenses are projected in the Approved Budget to be paid, subject to the Permitted Variances and the other terms of paragraph 4(e). Each Approved Budget shall be delivered to counsel to ~~any~~the Committee ~~(if appointed)~~ and the U.S. Trustee.

(b) Beginning on the first Wednesday that is at least 28 calendar days after the Petition Date, and every 28 calendar days thereafter, as applicable, the Debtors shall provide a revised budget updating the budget line items only for the 13-week period following delivery of such revised budget (each, a "**Proposed Budget**") to the Prepetition ABL Administrative Agent by 5:00 p.m. (prevailing Eastern Time), which Proposed Budget shall be acceptable to the Debtors and the Prepetition ABL Administrative Agent in its Permitted Discretion. If the Prepetition ABL Administrative Agent approves of the Proposed Budget in writing (with e-mail

to counsel to the Debtors being sufficient), then such Proposed Budget shall be deemed the Approved Budget for the period covered thereby. If the Prepetition ABL Administrative Agent does not approve the Proposed Budget in writing, then the then-existing Approved Budget shall remain the Approved Budget until an updated Approved Budget has been approved; *provided*, that in such case, when the period covered by the previously Approved Budget expires, the Approved Budget will be derived in a manner reasonably satisfactory to the Debtors and the Prepetition ABL Administrative Agent and consistent with the weekly details set forth in the previously Approved Budget; *provided*, *further*, that the initial budget attached hereto as **Exhibit 1** is an Approved Budget.

(c) Beginning on Wednesday during the third full week following the Petition Date, and every third business day of the week thereafter, the Debtors shall deliver a budget variance report (the "**Budget Variance Report**") to the Prepetition Agents and anythe Committee (if appointed) by 5:00 p.m. (prevailing Eastern Time). Beginning with the fourth full week following the Petition Date, the Budget Variance Report shall set forth on a line-item basis, as of the preceding Saturday of such week, variances of all actual amounts received or disbursed relative to the amounts projected for each such line-item in the Approved Budget for the prior cumulative four-week period (each, a "**Testing Period**"). Each Budget Variance Report shall also show cash balances.

(d) To the extent requested, the Debtors' financial advisors, Berkeley Research Group, LLC, shall, beginning in the third full week following the Petition Date,

establish a standing weekly call with advisors to the Prepetition Secured Parties to address questions related to the Budget Variance Report and other information that is reasonably requested by any Prepetition Agent.

(e) Notwithstanding the Approved Budget, the following limited variances shall be permitted (each such variance, a "**Permitted Variance**," and all Permitted Variances collectively, the "**Permitted Variances**"), each measured at the end of each applicable Testing Period: (i) the actual total receipts during such Testing Period shall not be less than 85% of the total projected receipts set forth in the Approved Budget for such Testing Period; and (ii) the actual total disbursements during such Testing Period shall not exceed 110% of the projected disbursements set forth in the Approved Budget for such Testing Period; *provided*, that for purposes of calculating the Permitted Variance, neither the projected amount nor the actual amount of the following disbursements shall be included in such calculation: (i) Allowed Professional Fees incurred by the Debtors, the Committee (if any), and the Information Officer and its counsel in the Canadian Proceeding; (ii) amounts owed to the U.S. Trustee; (iii) fees and expenses owed to the Prepetition Secured Parties; (iv) any disbursements paid to the Debtors' proposed claims and noticing agent; and (v) fees and expenses of Hilco Merchant Resources, LLC and SB360 Capital Partners, LLC, as set forth in the Agency Agreement attached as Exhibit A to the *Interim*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.

(f) Notwithstanding anything to the contrary set forth herein or otherwise, neither Cash Collateral nor the Carve Out may be used (i) to investigate, initiate, or prosecute (except as expressly provided in this section 4(f)), initiation, prosecution, joinder to, or financing of the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, or other litigation of any type (A) against the Prepetition Secured Parties or seek relief that would impair the rights and remedies of the Prepetition Secured Parties under the Prepetition Loan Documents or ~~this Interim~~the Cash Collateral Orders, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors or ~~any~~the Committee ~~(if appointed)~~ in connection with the assertion of or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense, or other contested matter, that is adverse to the interests of any of the Prepetition Secured Parties; (B) invalidating, setting aside, avoiding, or subordinating, in whole or in part, any of the Prepetition Secured Obligations or Prepetition Liens on Prepetition Collateral or any portion thereof; or (C) for monetary, injunctive, or other affirmative relief against any of the Prepetition Secured Parties or with respect to any of the Prepetition Liens on the Prepetition Collateral; (ii) for objecting to or challenging in any way the legality, validity, priority, perfection, or enforceability of any claims, liens, or interests (including the Prepetition Liens) held by or on behalf of any of the Prepetition Secured Parties; (iii) for asserting, commencing, or prosecuting

any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions (as defined herein) against any of the Prepetition Secured Parties; (iv) for prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of any of the Prepetition Liens, the Prepetition Secured Obligations, or any other rights or interests of the Prepetition Secured Parties under the Prepetition Loan Documents or herein; or (v) preventing, hindering, or otherwise delaying the exercise by any of the Prepetition Agents or any other Prepetition Secured Party of any rights under this Interimthe Cash Collateral Orders; *provided*, *however*, that an amount up to $50,000 of Cash Collateral nevertheless may be used exclusively by anythe Committee (if appointed) solely to investigate the foregoing matters within the Challenge Period (as defined herein).

(g) Notwithstanding anything to the contrary in the Prepetition Loan Documents, to the extent not cash collateralized prior to the Petition Date or set forth in the Approved Budget, the Debtors may, but shall not be required to, cash collateralize any letters of credit or any similar instrument outstanding under the Prepetition Loan Documents.

(h) The Prepetition ABL Administrative Agent may, in its discretion, agree in writing to the use of the Cash Collateral (i) in a manner or amount which does not conform to the Approved Budget (each such approved non-conforming use of Cash Collateral, a "**Non-Conforming Use**") or (ii) for a period following the Termination Date (such period, the "**Subsequent Budget Period**"). If such written consent is given, the Debtors shall be authorized pursuant to this InterimFinal Order to expend Cash Collateral for any such

Non-Conforming Use or any such Subsequent Budget Period in accordance with a subsequent Approved Budget (a "**Subsequent Budget**") without further Court approval, and the Prepetition Agents and other Prepetition Secured Parties shall be entitled to all of the protections specified in this InterimFinal Order for any such use of Cash Collateral; *provided*, that each such permitted Non-Conforming Use shall be deemed a modification to the Approved Budget for all testing purposes. The Debtors shall provide notice of any Non-Conforming Use, Subsequent Budget Period, and Subsequent Budget to the U.S. Trustee and counsel to the Committee, if appointed, two (2) business days prior to implementation.

5. Effect of Stipulation on Third Parties.

(a) Subject to the terms of paragraph 5(b), each stipulation, admission, and agreement contained in this Interimthe Cash Collateral Orders including, without limitation, the Debtors' Stipulations, shall be binding upon the Debtors, their estates, and any successors thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for the Debtors), creditors, responsible persons, examiners with expanded powers, any other estate representatives, and any other third parties and all of their successors in interest and assigns, including, without limitation, anythe Committee, under all circumstances and for all purposes, and the Debtors are deemed to have irrevocably waived and relinquished all Challenges (as defined herein) as of the date of the Petition Date.

(b) Nothing in this InterimFinal Order shall prejudice the rights of anythe Committee or any other party in interest, if granted standing by the Court, to seek, solely in

accordance with the provisions of this paragraph 5(b), to assert claims against any of the Prepetition Agents or any other Prepetition Secured Parties, on behalf of the Debtors or the Debtors' creditors or to otherwise challenge the Debtors' Stipulations, including, in relation to (i) the validity, extent, priority, or perfection of the security interests, and liens of the Prepetition Agents or any other Prepetition Secured Parties, (ii) the validity, allowance, priority, or amount of the Prepetition ABL Obligations, the Prepetition Term Loan Obligations, or the Prepetition Subordinated Loan Obligations, or (iii) any liability of the any of the Prepetition Secured Parties with respect to anything arising from the Loan Documents, in each case whether under sections 502 or 506 of the Bankruptcy Code or otherwise (collectively, the "**Prepetition Lien and Claim Matters**"); *provided*, that, solely to the extent that any such party in interest (including the Committee~~, if any~~) with standing and requisite authority (other than the Debtors, as to which any Challenge is irrevocably waived and relinquished) timely files the appropriate papers, and timely commences the appropriate proceeding required under the Bankruptcy Code and Bankruptcy Rules, including, without limitation, as required pursuant to Part VII of the Bankruptcy Rules (in each case subject to the limitations set forth in paragraph 4(f) of this ~~Interim~~Final Order) challenging (or to the extent challenging) the Prepetition Lien and Claim Matters (each such proceeding or appropriate pleading commencing a proceeding or other contested matter, a "**Challenge**") by no later than, (x)(i) with respect to the Committee, ~~sixty (60) calendar days from the date of appointment of the Committee by the U.S. Trustee, unless extended in writing by the Debtors (e-mail being sufficient), subject to the consent of the Prepetition ABL~~

Administrative Agent and the Prepetition Term Loan Agent (e-mail being sufficient)the Effective Date of the Plan (as defined therein), and (ii) with respect to all other parties in interest, the earlier of (A) seventy-five (75) calendar days from the Petition Date and (B) the date that this Court confirms the Plan, unless such date is extended in writing by the Debtors (e-mail being sufficient), subject to the written consent of each of the Prepetition ABL Administrative Agents and the Prepetition Term Loan Agent (e-mail being sufficient) (collectively, the "**Challenge Period**"). The timely filing of a motion seeking standing to file a Challenge before the termination of the Challenge Period that attaches a proposed pleading commencing such Challenge shall toll the Challenge Period only as to the party that timely filed such standing motion and only as to the specific claims and causes of action raised in such standing motion until such motion is resolved or adjudicated by the Court. Any pleadings filed in any Challenge proceeding shall set forth with specificity the basis for such Challenge, and any Challenge not so specified prior to the Challenge Period shall be deemed forever waived, released, and barred.

(c) *Binding Effect.* To the extent no Challenge is timely and properly commenced during the Challenge Period by a party in interest with requisite standing, or to the extent such proceeding does not result in a final and non-appealable judgment or order of this Court that is inconsistent with the Prepetition Lien and Claim Matters, then, without further notice, motion, or application to, order of, or hearing before this Court, and without the need or requirement to file any proof of claim, the Prepetition Lien and Claim Matters shall, pursuant to this InterimFinal Order, become final, conclusive, and binding on the Debtors, their estates, all

creditors, any person, entity, or party in interest in the Chapter 11 Cases, and the successors and assigns, as applicable, of any of the foregoing, and in any Successor Cases (as defined herein) for all purposes and shall not be subject to challenge or objection by any party in interest, including, without limitation, a trustee, responsible individual, examiner with expanded powers, or other representative of the Debtors' estates. More specifically, as to (i) any parties in interest, including ~~any~~the Committee, ~~if appointed,~~ that fail to file a Challenge within the Challenge Period, or if any such Challenge is filed and overruled, or (ii) any and all matters that are not expressly the subject of a timely Challenge: (A) any and all such Challenges by any party (including, without limitation, ~~any~~the Committee, ~~if appointed,~~ any chapter 11 trustee, any examiner, or any other estate representative appointed in the Chapter 11 Cases, or any chapter 7 trustee, any examiner, or any other estate representative appointed, as applicable, in any Successor Cases), shall be deemed to be forever waived and barred; (B) all of the findings, Debtors' Stipulations, waivers, releases, affirmations, and other stipulations hereunder as to the priority, extent, validity, and enforceability as to the Prepetition Liens and the Prepetition Secured Obligations shall be of full force and effect and forever binding upon the Debtors' estates and all creditors, interest holders, and other parties in interest in the Chapter 11 Cases and any Successor Cases; and (C) the Prepetition Secured Parties and each of their respective agents, officers, directors, employees, attorneys, consultants, professionals, successors, and assigns shall be deemed released and discharged from all claims and causes of action arising out of or in any

way relating to the Prepetition Lien and Claim Matters and shall not be subject to any further objection or challenge by any party at any time.

(d) *No Standing.* Nothing in this ~~Interim~~Final Order vests or confers on any "person" (as such term is defined in the Bankruptcy Code), including ~~any~~the Committee ~~(if appointed)~~, standing or authority to pursue any claim or cause of action belonging to the Debtors and/or their estates, including, without limitation, any Challenge with respect to the Prepetition Loan Documents, the Prepetition Liens, and/or the Prepetition Secured Obligations.

6. Termination Date. Unless otherwise ordered by this Court, the Debtors' authorization, and the Prepetition Secured Parties' consent, subject in all circumstances to the respective rights and obligations of the Prepetition Secured Parties set forth in the Intercreditor Agreements, to use Cash Collateral in accordance with this ~~Interim~~Final Order shall terminate on the earliest to occur of (the "**Termination Date**"): (a) the date that is 45 days after the Petition Date, unless such date is extended pursuant to the written consent of the Prepetition ABL Administrative Agent and the Prepetition Term Loan Agent (which may be by e-mail among counsel to the Debtors, counsel to the Prepetition ABL Secured Parties and counsel to the Prepetition Term Loan Secured Parties); *provided*, that the Termination Date shall be extended to 180 calendar days after the Petition Date upon entry of ~~the~~this Final Order; (b) consummation of a confirmed chapter 11 plan in the Chapter 11 Cases; and (c) the delivery by the Prepetition ABL Administrative Agent to counsel to the Debtors, counsel to the Prepetition Term Loan Agent, counsel to the Prepetition Subordinated Loan Agent, and counsel to the Committee ~~(if~~

appointed) of notice of the occurrence of a Termination Event and the expiration of the Remedies Notice Period.

7. Adequate Protection. As adequate protection against any postpetition Diminution in Value of the Prepetition Secured Parties' interests in the Collateral (including Cash Collateral) resulting from: (a) the imposition of the automatic stay or (b) the Debtors' use, sale, or disposition of the Collateral (including Cash Collateral) during the Chapter 11 Cases (the "**Adequate Protection Obligations**"), the Prepetition Agents, for themselves and for the benefit of the Prepetition Secured Parties, as applicable, shall receive the following adequate protection (collectively, the "**Adequate Protection Package**"):

(a) *Adequate Protection Liens for the Prepetition ABL Secured Parties*. Subject to the Carve Out, the Canadian Court Liens, the terms of this ~~Interim~~Final Order, and the terms of the Intercreditor Agreements, pursuant to sections 361 and 363(e) of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, including, without limitation, the Debtors' Stipulations, the Prepetition ABL Administrative Agent, for itself and for the benefit of the Prepetition ABL Secured Parties, effective as of the Petition Date, is hereby granted, solely to the extent of any Diminution in Value of the Prepetition Collateral, if any, and pursuant to sections 361 and 363 of the Bankruptcy Code, valid, binding, enforceable, non-avoidable, and automatically perfected replacement liens ("**ABL Adequate Protection Liens**") upon and security interests in all of each Debtor's presently owned or hereafter acquired property and assets, whether such property and assets were acquired by such Debtor before or

after the Petition Date, of any kind or nature, whether real or personal, tangible or intangible, wherever located, and the proceeds and products thereof, including, subject to and effective upon entry of ~~the~~this Final Order, all proceeds of transfers or obligations avoided or actions maintained pursuant to chapter 5 of the Bankruptcy Code or section 724(a) of the Bankruptcy Code or any other avoidance actions under the Bankruptcy Code or applicable state law or foreign law equivalents (such actions, "**Avoidance Actions**" and any proceeds therefrom "**Avoidance Proceeds**") and any proceeds or value received by the Debtors in connection with a disposition of any leasehold interests (whether by sale, financing, or other disposition or form of transfer, termination, or transaction) ~~and~~ (collectively, to the extent acquired after the Petition Date, the "**Postpetition Collateral**" and, together with the Prepetition Collateral and the Cash Collateral, the "**Collateral**"); *provided* that (i) the ABL Adequate Protection Liens shall not attach to (A) any of the Debtors' leasehold interests of non-residential real property that prohibit or restrict the granting of such liens in the applicable lease unless otherwise permitted pursuant to applicable non-bankruptcy law, (B) any insurance or proceeds therefrom for damage to a landlord's property ~~or any pre-paid~~other than any residual interest the Debtors may have in such insurance or proceeds, or (C) any pre-paid rent other than any residual interest the Debtors may have in such ~~insurance or proceeds or~~ prepaid rent~~, or (C) prior to the entry of the Final Order, any Avoidance Proceeds~~; and (ii) shall not prime any secured interest a landlord may have in any security deposits (in possession of the landlord) held by such landlord pursuant to a real property lease with the Debtors. The ABL Adequate Protection Liens shall be subject or junior only to

(v) the Carve Out, (w) the Permitted Encumbrances, (x) the Canadian Court Liens, (y) subject to the Intercreditor Agreements, the Term Loan Adequate Protection Liens on the Term Loan Priority Collateral, and (z) subject to the Intercreditor Agreements, the Prepetition Term Loan Liens on the Term Loan Priority Collateral. Moreover, the ABL Adequate Protection Liens shall not be subject or subordinate to or made *pari passu* with (x) any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code, (y) any intercompany claim, whether secured or unsecured, of any Debtor or any domestic or foreign subsidiary or affiliate of any Debtor, or (z) any other lien or security interest under sections 361, 363, or 364 of the Bankruptcy Code or otherwise, except as expressly provided in this ~~Interim~~Final Order or the Intercreditor Agreements. The ABL Adequate Protection Liens shall be enforceable against and binding upon the Debtors, their estates, and any successors thereto, including, without limitation, any trustee, examiner, or other estate representative appointed in the Chapter 11 Cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (each, a "**Successor Case**"). For the avoidance of doubt, this ~~Interim~~Final Order shall be sufficient and conclusive evidence of the attachment, validity, perfection, and priority of the ABL Adequate Protection Liens, without any further act and without the necessity of the execution, filing, or recording of any financing statement, mortgage, security agreement, pledge agreement, notice, or other instrument or document, or the registration of liens on any certificates of title, that may otherwise be required under the law or regulation of any

jurisdiction, or the taking of any other action (including, without limitation, entering into any deposit account control agreement or other act to take possession or control of any Postpetition Collateral, subject to the terms of the Intercreditor Agreements) to attach, validate, perfect, or prioritize such liens and security interests, or to entitle the Prepetition ABL Secured Parties to the priorities granted herein.

(b) *Adequate Protection Liens for the Prepetition Term Loan Secured Parties*. Subject to the Carve Out, the Canadian Court Liens, the terms of this ~~Interim~~Final Order, and the terms of the Intercreditor Agreements, pursuant to sections 361 and 363(e) of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, including, without limitation, the Debtors' Stipulations, the Prepetition Term Loan Agent, for itself and for the benefit of the Prepetition Term Loan Secured Parties, effective as of the Petition Date, is hereby granted, solely to the extent of any Diminution in Value of the Prepetition Collateral, if any, and pursuant to sections 361 and 363 of the Bankruptcy Code, valid, binding, enforceable, non-avoidable, and automatically perfected replacement liens on and security interests ~~in~~ (the "**Term Loan Adequate Protection Liens**") in all of the Collateral of the applicable Debtors without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages, or other similar documents, including all of the right, title, and interest of the Debtors and their "estates" (as created pursuant to section 541(a) of the Bankruptcy Code) in, to, and under the Postpetition Collateral; *provided* that (i) the Term Loan Adequate Protection Liens shall not attach to (A) any

of the Debtors' leasehold interests of non-residential real property that prohibit or restrict the granting of such liens in the applicable lease unless otherwise permitted pursuant to applicable non-bankruptcy law, (B) any insurance or proceeds therefrom for damage to a landlord's property orother than any residual interest the Debtors may have in such insurance or proceeds, or (C) any pre-paid rent other than any residual interest the Debtors may have in such insurance or proceeds or prepaid rent, or (C) prior to the entry of the Final Order, any Avoidance Proceeds; and (ii) shall not prime any secured interest a landlord may have in any security deposits (in possession of the landlord) held by such landlord pursuant to a real property lease with the Debtors. The Term Loan Adequate Protection Liens shall be subject or junior only to (v) the Carve Out, (w) the Permitted Encumbrances, (x) the Canadian Court Liens, (y) subject to the Intercreditor Agreements, the ABL Adequate Protection Liens on the ABL Priority Collateral, and (z) subject to the Intercreditor Agreements, the Prepetition ABL Liens on the ABL Priority Collateral. Moreover, the Term Loan Adequate Protection Liens shall not be subject or subordinate to or made *pari passu* with (x) any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code, (y) any intercompany claim, whether secured or unsecured, of any Debtor or any domestic or foreign subsidiary or affiliate of any Debtor, or (z) any other lien or security interest under sections 361, 363, or 364 of the Bankruptcy Code or otherwise, except as expressly provided in this InterimFinal Order or the Intercreditor Agreements. The Term Loan Adequate Protection Liens shall be enforceable against and binding upon the Debtors, their estates, and any

successors thereto, including, without limitation, any trustee, examiner, or other estate representative appointed in the Chapter 11 Cases or any Successor Cases. For the avoidance of doubt, this ~~Interim~~Final Order shall be sufficient and conclusive evidence of the attachment, validity, perfection, and priority of the Term Loan Adequate Protection Liens, without any further act and without the necessity of the execution, filing, or recording of any financing statement, mortgage, security agreement, pledge agreement, notice, or other instrument or document, or the registration of liens on any certificates of title, that may otherwise be required under the law or regulation of any jurisdiction, or the taking of any other action (including, without limitation, entering into any deposit account control agreement or other act to take possession or control of any Postpetition Collateral, subject to the terms of the Intercreditor Agreements) to attach, validate, perfect, or prioritize such liens and security interests, or to entitle the Prepetition Term Loan Secured Parties to the priorities granted herein.

(c) *Adequate Protection Liens for the Prepetition Subordinated Loan Secured Parties*. Subject to the Carve Out, the Canadian Court Liens, the terms of this ~~Interim~~Final Order, and the terms of the Intercreditor Agreements, pursuant to sections 361 and 363(e) of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, including, without limitation, the Debtors' Stipulations, the Prepetition Subordinated Loan Agent, for itself and for the benefit of the Prepetition Subordinated Loan Secured Parties, effective as of the Petition Date, is hereby granted, solely to the extent of any Diminution in Value of the Prepetition Collateral, if any, and pursuant to sections 361 and 363 of the

Bankruptcy Code, valid, binding, enforceable, non-avoidable, and automatically perfected replacement liens on and security interests in (the "**Subordinated Loan Adequate Protection Liens**," and collectively with the ABL Adequate Protection Liens and the Term Loan Adequate Protection Liens, the "**Adequate Protection Liens**") all of the Collateral of the applicable Debtors without the necessity of the execution by the applicable Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages, or other similar documents, including all of the right, title, and interest of the applicable Debtors and their "estates" (as created pursuant to section 541(a) of the Bankruptcy Code) in, to, and under the Postpetition Collateral; *provided* that (i) the Subordinated Loan Adequate Protection Liens shall not attach to (A) any of the Debtors' leasehold interests of non-residential real property that prohibit or restrict the granting of such liens in the applicable lease unless otherwise permitted pursuant to applicable non-bankruptcy law, (B) any insurance or proceeds therefrom for damage to a landlord's property ~~or~~other than any residual interest the Debtors may have in such insurance or proceeds, or (C) any pre-paid rent other than any residual interest the Debtors may have in such ~~insurance or proceeds or~~ prepaid rent~~, or (C) prior to the entry of the Final Order, any Avoidance Proceeds~~; and (ii) shall not prime any secured interest a landlord may have in any security deposits (in possession of the landlord) held by such landlord pursuant to a real property lease with the Debtors. The Subordinated Loan Adequate Protection Liens shall be subject or junior only to (t) the Carve Out, (u) the Permitted Encumbrances, (v) the Canadian Court Liens, (w) the ABL Adequate Protection Liens, (x) the Prepetition ABL

Liens, (y) the Term Loan Adequate Protection Liens, and (z) the Prepetition Term Loan Liens. Moreover, the Subordinated Loan Adequate Protection Liens shall not be subject or subordinate to or made *pari passu* with (x) any lien or security interest that is avoided and preserved for the benefit of the applicable Debtors' estates under section 551 of the Bankruptcy Code, (y) any other intercompany claim, whether secured or unsecured, of any applicable Debtor or any domestic or foreign subsidiary or affiliate of any applicable Debtor, or (z) any other lien or security interest under sections 361, 363, or 364 of the Bankruptcy Code or otherwise, except as expressly provided in this ~~Interim~~Final Order or the Intercreditor Agreements. The Subordinated Loan Adequate Protection Liens shall be enforceable against and binding upon the applicable Debtors, their estates, and any successors thereto, including, without limitation, any trustee, examiner, or other estate representative appointed in the Chapter 11 Cases or any Successor Cases. For the avoidance of doubt, this ~~Interim~~Final Order shall be sufficient and conclusive evidence of the attachment, validity, perfection, and priority of the Subordinated Loan Adequate Protection Liens, without any further act and without the necessity of the execution, filing, or recording of any financing statement, mortgage, security agreement, pledge agreement, notice, or other instrument or document, or the registration of liens on any certificates of title, that may otherwise be required under the law or regulation of any jurisdiction, or the taking of any other action (including, without limitation, entering into any deposit account control agreement or other act to take possession or control of any Postpetition Collateral, subject to the terms of the Intercreditor Agreements) to attach, validate, perfect, or prioritize such liens and security

interests, or to entitle the Prepetition Subordinated Loan Secured Parties to the priorities granted herein.

(d) *Allowed Superpriority Claim of the Prepetition ABL Secured Parties.* Pursuant to section 503 and section 507(b) of the Bankruptcy Code, the Prepetition ABL Administrative Agent, for itself and for the benefit of the Prepetition ABL Secured Parties, effective as of the entry of thisthe Interim Order, is hereby further granted an allowed superpriority administrative expense claim (the "**ABL Superpriority Claim**") in each of the Chapter 11 Cases or any Successor Cases, solely to the extent of any Diminution in Value of the Prepetition Collateral, which claim shall be junior only to the Carve Out and, the Canadian Court Liens, and the Term Loan Superpriority Claim with respect to the Term Loan Priority Collateral, but shall be senior to and have priority over all other administrative expenses pursuant to the Bankruptcy Code (including without limitation the kinds specified in or arising or ordered pursuant to sections 105(a), 326, 328, 330, 331, 503(b), 506(c) (subject to and effective upon entry of a Final Order granting such relief), 507, 546(c), 552(b), 726, and 1114 of the Bankruptcy Code or otherwise) and all other claims against the Debtors or their estates in any of the Chapter 11 Cases or any Successor Cases, at any time existing or arising, of any kind or nature whatsoever. The ABL Superpriority Claim shall be against each Debtor on a joint and several basis, and, subject to the Carve Out, shall be payable from and have recourse to all assets and properties of each of the Debtors; *provided* that the Prepetition ABL Secured Parties may only enforce the ABL Superpriority Claims against the Canadian Debtors in accordance with the

Prepetition ABL Loan Documents. Except for the Carve Out, the Canadian Court Liens, the Term Loan Superpriority Claim on the Term Loan Priority Collateral, and, subject to the Intercreditor Agreements, the ABL Superpriority Claim shall not be made subject to, or *pari passu* with, any claim heretofore or hereinafter granted or created in any of the Chapter 11 Cases or any Successor Cases, and shall be valid and enforceable against the Debtors, their estates, and any successors or assigns thereto, including, without limitation, any trustee appointed in any of the Chapter 11 Cases or any Successor Cases.

(e) *Allowed Superpriority Claim of the Prepetition Term Loan Secured Parties.* Pursuant to section 507(b) of the Bankruptcy Code, the Prepetition Term Loan Agent, for itself and for the benefit of the Prepetition Term Loan Secured Parties, effective as of the entry of ~~this~~the Interim Order, is hereby further granted an allowed superpriority administrative expense claim (the "**Term Loan Superpriority Claim**") in each of the Chapter 11 Cases or any Successor Cases, solely to the extent of any Diminution in Value of the Prepetition Collateral, if any, subsequent to the Petition Date, which claim shall be junior only to the Carve Out, the Canadian Court Liens, and the ABL Superpriority Claim with respect to the ABL Priority Collateral, but shall be senior to and have priority over all other administrative expenses pursuant to the Bankruptcy Code (including the kinds specified in or arising or ordered pursuant to sections 105(a), 326, 328, 330, 331, 503(b), 506(c) ~~(subject to and effective upon entry of a Final Order granting such relief)~~, 507, 546(c) ~~(subject to and effective upon entry of a Final Order granting such relief)~~, 552(b) ~~(subject to and effective upon entry of a Final Order granting such~~

relief), 726, and 1114 of the Bankruptcy Code or otherwise) and all other claims against the applicable Debtors or their estates in any of the Chapter 11 Cases or any Successor Cases, at any time existing or arising, of any kind or nature whatsoever. The Term Loan Superpriority Claim shall be against each applicable Debtor on a joint and several basis, and, subject to the Carve Out, the Canadian Court Liens, and the ABL Superpriority Claim, shall be payable from and have recourse to all assets and properties of each of the applicable Debtors. Except for the Carve Out, the Canadian Court Liens, the ABL Superpriority Claim on the ABL Priority Collateral, and the Intercreditor Agreements, the Term Loan Superpriority Claim shall not be made subject to, or *pari passu* with, any claim heretofore or hereinafter granted or created in any of the Chapter 11 Cases or any Successor Cases, and shall be valid and enforceable against the applicable Debtors, their estates, and any successors or assigns thereto, including, without limitation, any trustee appointed in any of the Chapter 11 Cases or any Successor Cases.

(f) *Allowed Superpriority Claim of the Prepetition Subordinated Loan Secured Parties.* Pursuant to section 507(b) of the Bankruptcy Code, the Prepetition Subordinated Loan Agent, for itself and for the benefit of the Prepetition Subordinated Loan Secured Parties, effective as of the entry of thisthe Interim Order, is hereby further granted an allowed superpriority administrative expense claim (the "**Subordinated Loan Superpriority Claim**," and collectively with the ABL Superpriority Claim and the Term Loan Superpriority Claim, the "**Superpriority Claims**") in each of the Chapter 11 Cases or any Successor Cases, solely to the extent of any Diminution in Value of the Prepetition Collateral, if any, subsequent

to the Petition Date, which claim shall be junior only to the Carve Out, the Canadian Court Liens, the ABL Superpriority Claim, and the Term Loan Superpriority Claim, but shall be senior to and have priority over all other administrative expenses pursuant to the Bankruptcy Code (including the kinds specified in or arising or ordered pursuant to sections 105(a), 326, 328, 330, 331, 503(b), 506(c) (subject to entry of a Final Order granting such relief), 507, 546(c) (subject to entry of a Final Order granting such relief), 552(b) (subject to entry of a Final Order granting such relief), 726, and 1114 of the Bankruptcy Code or otherwise) and all other claims against the applicable Debtors or their estates in any of the Chapter 11 Cases or any Successor Cases, at any time existing or arising, of any kind or nature whatsoever. The Subordinated Loan Superpriority Claim shall be against each applicable Debtor on a joint and several basis, and, subject to the Carve Out, the Canadian Court Liens, the ABL Superpriority Claim, and the Term Loan Superpriority Claim, shall be payable from and have recourse to all assets and properties of each of the applicable Debtors. Except for the Carve Out, the Canadian Court Liens, the ABL Superpriority Claim, and the Term Loan Superpriority Claim, the Subordinated Loan Superpriority Claim shall not be made subject to, or *pari passu* with, any claim heretofore or hereinafter granted or created in any of the Chapter 11 Cases or any Successor Cases, and shall be valid and enforceable against the Debtors, their estates, and any successors or assigns thereto, including, without limitation, any trustee appointed in any of the Chapter 11 Cases or any Successor Cases.

(g) *Compliance with the Budget*. The Debtors shall comply with the Approved Budget on the terms provided herein, subject to the Permitted Variances and the other terms of paragraph 4(e).

(h) *Postpetition Payment of Prepetition ABL Obligations.* Commencing on the last business day of the fourth week following the Petition Date, and each week thereafter, the Debtors shall make adequate protection cash payments (each, a "**Weekly Paydown**") from a Bank Account (as defined in the Cash Management Order) of a U.S. Debtor to the Prepetition ABL Administrative Agent in an amount equal to the greater of (i) the amount set forth in the line item titled "Distribution to Creditors," for the week of the determination date as set forth in the applicable Approved Budget, and (ii) the Minimum Sweep Balance as of the determination date (such amount, the "**Weekly Paydown Amount**")~~,~~; *provided* that, if (x) actual ending book cash as of the date of determination is less than (y) the amount set forth in the line item titled "Ending Book Cash" as of the date of determination in the applicable Approved Budget, then the Weekly Paydown Amount for such week shall be reduced by an amount equal to (y) *less* (x). For the avoidance of doubt, nothing herein shall in any way waive or limit the Debtors' obligation to comply with the applicable Approved Budget, subject to any Permitted Variances thereunder.

(i) *Adequate Protection Reservation of Rights.* The receipt by the Prepetition Secured Parties of the Adequate Protection Package provided herein shall not be deemed an admission that the interests of the Prepetition Secured Parties are adequately protected. Furthermore, this ~~Interim~~Final Order shall not prejudice or limit the rights of the Prepetition

Secured Parties to seek additional relief with respect to the use of Cash Collateral or for additional adequate protection. Each of the Debtors shall be jointly and severally liable for the Adequate Protection Package provided for herein, and any amendment or modification to the Adequate Protection Package shall require, subject to the rights and obligations of the Prepetition Secured Parties set forth in the Intercreditor Agreements, the prior written consent of any applicable Prepetition Agent.

8. Modification of Automatic Stay. The automatic stay provisions of section 362 of the Bankruptcy Code and any other restriction imposed by an order of the Court or applicable law are hereby modified without further notice, application, or order of the Court to the extent necessary to permit the Prepetition ABL Administrative Agent, the Prepetition Term Loan Agent, and the Prepetition Subordinated Loan Agent to perform any act authorized or permitted under or by virtue of ~~this Interim~~the Cash Collateral Orders, the Prepetition ABL Credit Agreement, the Prepetition Term Loan Credit Agreement, the Prepetition Subordinated Loan Credit Agreement, or other Loan Documents, as applicable, including, without limitation, (a) to implement the post-petition financing arrangements authorized by ~~this Interim~~the Cash Collateral Orders, (b) to take any act to create, validate, evidence, attach or perfect any lien, security interest, right or claim in the Collateral, (c) to assess, charge, collect, advance, deduct, and receive payments with respect to the Prepetition ABL Obligations, Prepetition Term Loan Obligations, or Prepetition Subordinated Loan Obligations, including, without limitation, all interests, fees, costs and expenses permitted under the Loan Documents, and apply such

payments to the Prepetition ABL Obligations, Prepetition Term Loan Obligations, or Prepetition Subordinated Loan Obligations, as applicable, and (d) immediately following the expiration of the Remedies Notice Period, to take any action and exercise all rights and remedies provided to it by this ~~Interim~~Final Order, the Prepetition ABL Credit Agreement, the Prepetition Term Loan Credit Agreement, the Prepetition Subordinated Loan Credit Agreement, or the other Loan Documents, or applicable law.

9. Cash Management. The Debtors shall maintain their Cash Management System in a manner consistent with, and as defined in, the applicable *Interim* or *Final Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief* (the "Cash Management Order") then in effect.

10. Milestones. As a condition to the use of Cash Collateral, the Debtors have agreed to the following milestones (the "**Milestones**"), *provided*, *however*, that the Milestones may be extended without further order of this Court with the prior written approval of the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent (which may be by e-mail from counsel to the Prepetition ABL Secured Parties and counsel to the Prepetition Term Loan Secured Parties to counsel to the Debtors):

(a) Not later than 5 calendar days after the Petition Date, this Court shall have (i) entered ~~this~~the Interim Order, and (ii) entered an interim order authorizing the Debtors to assume its prepetition store closing liquidation agreement, entered into between Debtors and HILCO and SB360 (the "**Store Closing Agreement**") and conduct store closing sales for all of the Debtors' store locations, in each case on terms and conditions satisfactory to, and in form and substance acceptable to the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent, in their respective Permitted Discretion;

(b) Not later than 14 calendar days after the Petition Date, the Debtors shall have filed, (i) a chapter 11 plan (the "**Plan**"), (ii) a corresponding disclosure statement (the "**Disclosure Statement**"), and (iii) a corresponding motion seeking approval of procedures for solicitation (such procedures, the "**Solicitation Procedures**"), in each case in form and substance acceptable to the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent in their respective Permitted Discretion;

(c) Not later than 22 days after the Petition Date, the deadline for submitting a qualified bid for the sale or sales of all, substantially all, or a portion of the Debtors' assets or the equity of Eddie Bauer (the "**Sale Transaction**") shall have occurred (the "**Bid Deadline**");

(d) Not later than 3 days after the Bid Deadline, an auction to consider the approval of the Sale Transaction shall commence;

(e) If applicable, not later than 31 days after the Petition Date, the Bankruptcy Court shall hold a hearing to consider approval of the Sale Transaction;

(f) Not later than 35 days after the Petition Date, this Court shall have entered an order approving the Disclosure Statement and the Solicitation Procedures in form and substance acceptable to the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent in their respective Permitted Discretion;

(g) Not later than 40 days after the Petition Date, this Court shall have entered (i) ~~the~~this Final Order, and (ii) a final order authorizing the Debtors to assume the Store Closing Agreement and conduct store closing sales, in each case in form and substance acceptable to the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent;

(h) Not later than April ~~7~~20 ~~days after the Petition Date~~, 2026, this Court shall have entered an order confirming the Plan in form and substance acceptable to the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent in their respective Permitted Discretion; and

(i) Not later than April ~~7~~25 ~~days after the Petition Date~~, 2026, the ~~e~~Effective ~~d~~Date ~~under~~of the Plan shall have occurred.

11. Termination Events. The occurrence of any of the following events, unless waived in writing by the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent (which may be by e-mail from counsel to the Prepetition ABL Secured Parties and counsel to the Prepetition Term Loan Secured Parties to counsel to the Debtors), and subject in all instances, to the rights and obligations of the Prepetition Secured Parties set forth in the

Intercreditor Agreements, shall constitute a termination event hereunder (each, a "**Termination Event**"):

(a) solely as to the Prepetition ABL Administrative Agent, failure to meet or satisfy any of the Milestones on the terms described in paragraph 10 hereof, to the extent such Milestone is not extended or waived in accordance with the terms of paragraph 10 of this ~~Interim~~Final Order;

(b) failure to deliver to the Prepetition Agents any of the documents or other information required to be delivered pursuant to this ~~Interim~~Final Order as and when due, if not cured within five (5) business days of receipt by the Debtors of notice of failure to deliver;

(c) failure to comply with the Approved Budget, subject to the Permitted Variances and the other terms of paragraph 4(e);

(d) the use of any Cash Collateral in a manner that is not permitted by the Approved Budget and ~~this Interim~~the Cash Collateral Orders;

(e) the Debtors' filing of a motion, application, or other pleading to: (i) obtain postpetition financing that has not been previously consented to in writing by the Prepetition ABL Administrative Agent, and subject to the Intercreditor Agreements, the Prepetition Term Loan Agent; or (ii) use Cash Collateral, other than as permitted herein or consented to by the Prepetition ABL Administrative Agent and, subject to the applicable Intercreditor Agreements, the Prepetition Term Loan Agent;

(f) entry of an order or aone or more orders or judgments by this Court or any other court granting relief from the automatic stay, without the consent of the Prepetition ABL Administrative Agent and, subject to the Intercreditor Agreements the Prepetition Term Loan Agent, that would allow aone or more third partyparties to recover or obtain possession of any property of the Debtors' estates (other than cash deposits serving as collateral) with aan aggregate value in excess of $1,000,000;

(g) entry of an order or a judgment by this Court or any other court staying, reversing, vacating, amending, rescinding, or otherwise modifying any of the terms of this InterimFinal Order or filing of a motion, application, or other pleading by the Debtors seeking such entry, without the consent of the Prepetition ABL Administrative Agent, the Prepetition Term Loan Agent, and the Prepetition Subordinated Loan Agent;

(h) making of any payments in respect of prepetition obligations, except as permitted pursuant to the Approved Budget or this InterimFinal Order or another order of the Court (or the Canadian Court,[5] as applicable) or with prior written consent of the Prepetition ABL Administrative Agent;

(i) dismissal of any of the Chapter 11 Cases or conversion of any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code;

[5] The "**Canadian Court**" has the meaning ascribed to it in the *Order (I) Authorizing Eddie Bauer LLC to Act as Foreign Representative and (II) Granting Related Relief* [Docket No. 61] (the "**Foreign Representative Order**") filed substantially contemporaneously herewith.

(j) the appointment in any of the Chapter 11 Cases of a trustee or examiner with expanded powers;

(k) the entry of an order of the Court that materially impairs the security interests, liens, priority claims, or rights granted to any of the Prepetition ABL Secured Parties or any of the Prepetition Term Loan Secured Parties;

(l) any material misrepresentation by any Debtor in the financial reporting or certifications to be provided by the Debtors to the Prepetition ABL Administrative Agent and/or the Prepetition Term Loan Agent under this ~~Interim~~Final Order that remains uncured for three (3) business days following receipt of notice thereof;

(m) any of the Debtors proposes, files, or supports (i) any plan of reorganization, plan of liquidation, or sale of all or substantially all of any Debtor's assets or (ii) entry of any order confirming any such confirmation plan or sale, as applicable, without the prior written consent of the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent, including any order confirming a Plan that materially deviates from the treatment of the Prepetition ABL Obligations as specified in the Restructuring Support Agreement;

(n) the Debtors fail to provide, after request, any additional adequate protection ordered by the Court and such failure shall continue unremedied for more than three (3) business days; or

(o) any Debtor fails to perform, in any respect, any of its material obligations under this ~~Interim~~Final Order.

12. Exercise of Remedies.

(a) Upon the occurrence and during the continuation of a Termination Event, unless such Termination Event has been waived in writing (which may be by e-mail from counsel to the applicable Prepetition Secured Parties to counsel to the Debtors) by the applicable Prepetition Agent, in every instance subject to the rights and obligations of the Prepetition Secured Parties set forth in the Intercreditor Agreements, the automatic stay imposed under section 362 of the Bankruptcy Code is hereby modified to permit the applicable Prepetition Agent, after (a) the delivery of written notice (the "**Termination Notice**") to counsel to the Debtors, counsel to anythe Committee (if appointed), and the U.S. Trustee (collectively, the "**Remedies Notice Parties**") and (b) the conclusion of the Remedies Notice Period, to: (w) subject to the Carve Out and the Canadian Court Liens, terminate and/or revoke the Debtors' right under this InterimFinal Order to use any Cash Collateral of the Prepetition Secured Parties; (x) subject to the Carve Out and the Canadian Court Liens, freeze monies or balances in any accounts subject to a control agreement or otherwise subject to a lien in favor of the Prepetition Secured Parties pursuant to the terms of this InterimFinal Order; (y) take any act to create, validate, evidence, attach, or perfect any lien, security interest, right, or claim in the Collateral; and (z) take any action and exercise all rights and remedies provided to such Prepetition Agent by this InterimFinal Order, the applicable Prepetition Loan Documents, applicable law, or otherwise; *provided* that, the Prepetition Agents shall not be entitled to exercise any of the remedies set forth in clauses (w) through (z) of this paragraph 12, and the automatic stay

imposed under section 362 of the Bankruptcy Code shall not be so modified, for a period of 5 business days from the Remedies Notice Parties' actual receipt of the Termination Notice (as the same period may be extended consistent with this ~~Interim~~Final Order, the "**Remedies Notice Period**").

(b) During the Remedies Notice Period, the Debtors shall be entitled to object to the termination of the consensual use of Cash Collateral and be heard at an expedited hearing at which the Debtors shall be entitled to (a) seek authority and approval for the non-consensual use of Cash Collateral, subject to the Prepetition Secured Parties' rights (in each case, subject to the applicable Intercreditor Agreement) to object to, or otherwise oppose, any such non-consensual use and seek adequate protection in connection therewith, (b) contest whether a Termination Event has occurred, (c) contest whether a Termination Notice was properly provided, and/or (d) contest whether a Termination Event has been cured or waived in accordance with this ~~Interim~~Final Order. If the Debtors request an emergency hearing to consider relief from the automatic stay or any other appropriate relief in connection with delivery of the Termination Notice within the Remedies Notice Period, but such hearing is scheduled for a later date by the Court, the Remedies Notice Period shall be automatically extended to the conclusion of such hearing. Delivery of the Termination Notice by any party shall constitute such party's consent to such expedited hearing. For the avoidance of doubt, if the Court determines at such hearing that (i) no Termination Event has occurred, (ii) the asserted Termination Event has been waived or cured, or (iii) the Termination Notice was deficient, then

the automatic stay imposed under section 362 of the Bankruptcy Code shall remain in full force and effect and the Prepetition Secured Parties shall have no right to exercise the remedies set out in section 12(a) above, absent further order of the Court.

(c) Notwithstanding anything to the contrary set forth herein, during the Remedies Notice Period, the Debtors may use Cash Collateral to pay the following amounts and expenses: (a) the Carve Out; (b) amounts subject to the Canadian Court Liens, (c) amounts that the Debtors have determined in good faith are necessary for the preservation of the Debtors' business and their estates or required by applicable law during the Remedies Notice Period, in each case not to exceed any amounts set forth in the Approved Budget, including any Permitted Variance; and (d) amounts otherwise approved in advance in writing (which may be by e-mail from counsel to the applicable Prepetition Secured Parties to counsel to the Debtors) by the applicable Prepetition Agent, subject in all circumstances to the rights and obligations of the Prepetition Secured Parties set forth in the Intercreditor Agreements.

(d) On the first business day following the end of the Remedies Notice Period, unless otherwise ordered by this Court and subject to the Carve Out and the Canadian Court Liens, the Debtors will immediately cease using Cash Collateral hereunder and the applicable Prepetition Agent may thereupon exercise the rights and remedies available under the applicable Prepetition Loan Documents, this ~~Interim~~Final Order, or applicable non-bankruptcy law, including, without limitation but subject to the terms of the Intercreditor Agreements, foreclosing upon and selling all or a portion of the Collateral to collect any amounts payable to the

applicable Prepetition Secured Parties pursuant to this InterimFinal Order and apply the same to such obligations. The automatic stay under section 362 of the Bankruptcy Code shall be deemed immediately modified and vacated to the extent necessary to permit such actions. Any delay or failure of any of the Prepetition Secured Parties to exercise rights under any Prepetition Loan Document or this InterimFinal Order shall, subject in all circumstances to the terms of the Intercreditor Agreements and the rights and obligations of the respective Prepetition Secured Parties set forth thereunder, shall not constitute a waiver of their respective rights hereunder, under any Prepetition Loan Document, or otherwise. Notwithstanding the occurrence of a Termination Date, all of the rights, remedies, benefits, and protections provided to the Prepetition Secured Parties under this InterimFinal Order as of such date shall survive the Termination Date, subject in all circumstances to the terms of the Intercreditor Agreements and the rights and obligations of the respective Prepetition Secured Parties set forth thereunder.

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~~Debtors:~~ ~~EDDIE BAUER LLC, *et al.*~~

~~Case No.~~ ~~26-11422 (SLM)~~

~~Caption of Order:~~ ~~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~~

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13. Carve Out; Payment of Estate Professionals.

(a) As used in this ~~Interim~~Final Order, "**Carve Out**" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate, which shall not be limited by any budget (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to $70,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the "**Allowed Professional Fees**") incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the "**Debtor Professionals**") and, to the extent set forth in the Approved Budget and subject to paragraph 33 of this Final Order, the Committee ~~(if any)~~ pursuant to section 328 or 1103 of the Bankruptcy Code (such professionals, the "**Committee Professionals**" and, together with the Debtor Professionals, the "**Professional Persons**") at any time before or on the first business day following delivery by any of the Prepetition Agents of a Carve Out Trigger Notice (as defined herein), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $750,000 incurred after the first business day following delivery by any of the Prepetition Agents of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "**Post-Carve Out Trigger Notice Cap**,") of which the foregoing $750,000 shall be funded into the Funded

Reserve Account (as defined herein) from the Cash Collateral. For purposes of the foregoing, "**Carve Out Trigger Notice**" shall mean a written notice delivered by e-mail (or other electronic means) by any of the Prepetition Agents to the Debtors, their lead restructuring counsel, the U.S. Trustee, and counsel to the Committee (if any), which notice may be delivered following the occurrence and during the continuation of a Termination Event (as defined herein) and upon termination of the Debtors' right to use Cash Collateral, as applicable, stating that the Post-Carve Out Trigger Notice Cap has been invoked.

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

(b) *Delivery of Weekly Fee Statements*. Not later than 7:00 p.m. (prevailing Eastern Time) on Wednesday of each week starting with the first full calendar week following the Petition Date, each Professional Person shall deliver to the Debtors (e-mail being sufficient) a statement setting forth a good-faith estimate of the amount of fees and expenses (collectively, "**Estimated Fees and Expenses**") incurred during the preceding week by such Professional Person (through Saturday of such week, the "**Calculation Date**"), along with a good-faith estimate of the cumulative total amount of unreimbursed fees and expenses incurred through the applicable Calculation Date and a statement of the amount of such fees and expenses that have been paid to date by the Debtors (each such statement, a "**Weekly Statement**"); *provided*, that, within one business day of the occurrence of the Termination Declaration Date (as defined below), each Professional Person shall deliver (e-mail being sufficient) one additional statement (the "**Final Statement**") setting forth a good-faith estimate of the amount of fees and expenses incurred during the period commencing on the calendar day after the most recent Calculation Date for which a Weekly Statement has been delivered and concluding on the Termination Declaration Date, and the Debtors shall cause such Weekly Statement and Final Statement to be delivered as soon as reasonably practicable to the Prepetition Agents. If any Professional Person fails to deliver a Weekly Statement within three (3) calendar days after such Weekly Statement is due, such Professional Person's entitlement (if any) to any funds in the Pre-Carve Out Trigger Notice Reserve (as defined below) with respect to the aggregate unpaid amount of Allowed Professional Fees for the applicable period(s) for which such Professional

Person failed to deliver a Weekly Statement covering such period shall be limited to the aggregate unpaid amount of Allowed Professional Fees included in the Approved Budget for such period for such Professional Person.

(c) *Carve Out Reserves*.

(i) Commencing with the week ended February 13, 2026, and on or before the Thursday of each week thereafter, the Debtors shall utilize all cash on hand as of such date and, to the extent insufficient, any available cash thereafter held by any Debtor, to fund a reserve account in an amount equal to the sum of (A) the greater of (1) the aggregate unpaid amount of all Estimated Fees and Expenses reflected in the Weekly Statements delivered on the immediately prior Wednesday to the Debtors and the Prepetition Agents, and (2) the aggregate amount of unpaid Allowed Professional Fees contemplated to be incurred in the Approved Budget during such week, plus (B) the Post-Carve Out Trigger Notice Cap, plus (C) an amount equal to the amount of Allowed Professional Fees set forth in the Approved Budget for the two weeks occurring after the most recent Calculation Date. The Debtors shall deposit and hold such amounts in a segregated account maintained by the Debtors in trust (the "**Funded Reserve Account**") to pay such Allowed Professional Fees (the "**Funded Reserves**") prior to any and all other claims, and all payments of Allowed Professional Fees incurred prior to the Termination Declaration Date shall be paid first from such Funded Reserve Account.

(ii) On the day on which a Carve Out Trigger Notice is delivered by any of the Prepetition Agents to the Debtors with a copy to counsel to the Committee (~~if any~~)

(the "**Termination Declaration Date**"), the Carve Out Trigger Notice shall constitute a demand to the Debtors to, and the Debtors shall utilize all cash on hand as of such date, including cash in the Funded Reserve Account, and, to the extent the foregoing is insufficient, any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the sum of the amounts set forth in paragraph 13(a)(i)–(iii). The Debtors shall deposit and hold such amounts in a segregated account maintained by the Debtors in trust (the "**Pre-Carve Out Trigger Notice Reserve**") to pay prior to any other claims, first, the amounts set forth in paragraph 13(a)(iii) above, and, second, the amounts set forth in paragraph 13(a)(i)–(ii) above. On the Termination Declaration Date, the Carve Out Trigger Notice shall also constitute a demand to the Debtors to utilize all cash on hand as of such date, including cash in the Funded Reserve Account, and any available cash thereafter held by any Debtor, after funding the Pre-Carve Out Trigger Notice Reserve, to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap. The Debtors shall deposit and hold such amounts in a segregated account maintained by the Debtors in trust (the "**Post-Carve Out Trigger Notice Reserve**" and, together with the Pre-Carve Out Trigger Notice Reserve, the "**Carve Out Reserves**") to pay prior to any and all other claims the amounts set forth in paragraph 13(a)(iv) above.

(d) *Application of Carve Out Reserves*.

(i) All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in paragraph 13 (a)(i)–(iii) (the "**Pre-Carve Out Amounts**"), but not, for the avoidance of doubt, the amounts set forth in clause 13(a)(iv), until the Pre-Carve Out

Amounts are indefeasibly paid in full. If the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, following the indefeasible payment in full of all obligations set forth in paragraph 13(a)(iv) above, subject to paragraph 13(d)(iii) below, all remaining funds shall be distributed first to the Prepetition ABL Administrative Agent and the Prepetition Term Loan Agent on account of the Adequate Protection Obligations until indefeasibly paid in full, and thereafter to the Prepetition Subordinated Loan Agent, in each case in accordance with their respective rights and priorities as of the Petition Date and as otherwise set forth in this ~~Interim~~Final Order.

(ii) All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in paragraph 13(a)(iv) (the "**Post-Carve Out Amounts**"). If the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, following the indefeasible payment in full of all obligations set forth in paragraph 13(a)(iv) above subject to paragraph 13(d)(iii) below, all remaining funds shall be distributed first to the Prepetition ABL Administrative Agent and the Prepetition Term Loan Agent on account of the Adequate Protection Obligations until indefeasibly paid in full, and thereafter to the Prepetition Subordinated Loan Agent, in each case in accordance with their respective rights and priorities as of the Petition Date and as otherwise set forth in this ~~Interim~~Final Order.

(iii) Notwithstanding anything to the contrary in the Prepetition Loan Documents or this ~~Interim~~Final Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in paragraph 13(c)(ii) above, then, any excess funds in either of the Carve

Out Reserves following the payment of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively (subject to the limits contained in the Post-Carve Out Trigger Notice Cap), shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in paragraph 13(c)(ii) above, prior to making any payments to any of the Prepetition Secured Parties.

(iv) Notwithstanding anything to the contrary in the Prepetition Loan Documents or this ~~Interim~~Final Order, following delivery of a Carve Out Trigger Notice, the Prepetition Secured Parties shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but the Adequate Protection Liens shall automatically attach to (and be deemed automatically perfected with respect to) any residual interest in the Carve Out Reserves after the applicable amounts set forth in paragraph 13(a)(i)–(iv) above have been indefeasibly paid in full, with any excess paid to the Prepetition Agents for application in accordance with this ~~Interim~~Final Order.

(v) Further, notwithstanding anything to the contrary in this ~~Interim~~Final Order, (A) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out with respect to any shortfall (as described below), and (B) in no way shall the Approved Budget, Carve Out, Post-Carve Out Trigger Notice Cap, or Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and

notwithstanding anything to the contrary in this ~~Interim~~Final Order or the Prepetition Loan Documents, the Carve Out shall be senior to the Adequate Protection Liens, the Prepetition Secured Obligations, and any and all other forms of adequate protection, liens, or claims securing or supporting any claim or obligation whatsoever.

(e) *Payment of Allowed Professional Fees Prior to the Termination Declaration Date*. Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve Out.

(f) *No Direct Obligation to Pay Allowed Professional Fees*. None of the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in this ~~Interim~~Final Order or otherwise shall be construed to obligate the Prepetition Secured Parties in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(g) *Payment of Allowed Professional Fees on or After the Termination Declaration Date*. So long as the Carve Out Reserves have been fully funded, following the delivery of the Carve Out Trigger Notice, all Allowed Professional Fees shall be paid from the applicable Carve Out Reserve, and no Professional Person shall seek payment of any Allowed Professional Fees from any other source until the applicable Carve Out Reserve has been exhausted. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis.

(h) Nothing herein, including the inclusion of line items in the Approved Budget for Professional Persons, shall be construed as consent to the allowance of any particular professional fees or expenses of the Debtors, of the Committee, or of any other person or shall affect the right of the Prepetition ABL Administrative Agent or the Prepetition Term Loan Agent to object to the allowance and payment of such fees and expenses. Furthermore, nothing in this ~~Interim~~Final Order or otherwise shall be construed to obligate the Prepetition ABL Administrative Agent or the Prepetition Term Loan Agent in any way to pay compensation to or to reimburse expenses of any Professional Person, or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(i) The Funded Reserve Account shall be held by Stretto, Inc., the Debtors' Claims and Noticing Agent, at a nationally recognized, well-capitalized bank (the "**Depository Bank**"), and such amounts shall be held by Stretto, Inc. in trust solely and exclusively for the payment of the Carve Out and no other purpose. The Depository Bank shall be required to hold and disburse such funds only in accordance with, and expressly authorized by, the Carve Out provisions of this ~~Interim~~Final Order, and the Depository Bank shall be entitled to rely conclusively (without further inquiry) on written disbursement instructions delivered by Debtors' counsel as being in compliance with the Carve Out provisions of this ~~Interim~~Final Order; *provided*, that nothing herein shall be construed to impose upon the Depository Bank any duty to monitor or verify compliance with this ~~Interim~~Final Order, and the Depository Bank shall incur no liability to any party in interest for acting (or refraining from acting) in accordance with such instructions of this ~~Interim~~Final Order. The Debtors shall promptly serve this ~~Interim~~Final Order on the Depository Bank.

14. Release. Effective upon entry of ~~the~~this Final Order, the Debtors on behalf of themselves and their estates (including any successor trustee or other estate representative in any of the Chapter 11 Cases or Successor Cases) and any party acting by, or through, the Debtors or their estates, hereby, to the maximum extent permitted by applicable law, unconditionally, irrevocably, and fully, forever waive and release the Prepetition Agents and each of the other Prepetition Secured Parties, and each of their respective former, current, or future officers, employees, directors, agents, representatives, owners, members, partners,

financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, and predecessors in interest, in each case, solely in their capacities as such, of any and all "claims" (as such term is defined in section 101(5) of the Bankruptcy Code), counterclaims, causes of action, defenses, or setoff rights that exist on the date hereof relating to any of the Prepetition Collateral and any of the Prepetition Loan Documents or the transactions contemplated under any such documents, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending or threatened, arising at law or in equity, including, without limitation, any so-called "lender liability," any challenge or claim to exercise of remedies, recharacterization, subordination, avoidance, or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code, or under any other similar provisions of applicable state or federal law, and any and all claims and causes of action regarding the validity, priority, perfection, or putative avoidability of the liens or the claims of the Prepetition Agents and the other Prepetition Secured Parties.

15. Access Rights. Notwithstanding anything contained herein to the contrary, and without limiting any other rights or remedies of the Prepetition Secured Parties pursuant to ~~this Interim~~the Cash Collateral Orders, the Prepetition Loan Documents, or otherwise available at law or in equity, the rights of the Prepetition Secured Parties to enter onto the Debtors' leased premises shall be limited to (a) any such rights agreed to in writing by the applicable landlord pursuant to any separate agreement by and between such landlord and the Prepetition Secured

Parties and/or the applicable Prepetition Agent, if any, (b) any rights that the Prepetition Secured Parties or any Prepetition Agent have under the Prepetition Loan Documents that are valid and enforceable under applicable non-bankruptcy law, if any, (c) any such rights of any of the Prepetition Secured Parties pursuant to applicable law, and (d) such rights as may be granted by the Court on a separate motion with notice to the applicable landlords of the leased premises and an opportunity for such landlords to respond and be heard.

16. Canadian Carve Out. Notwithstanding anything herein to the contrary, but subject in all respects to the Carve Out, the Adequate Protection Liens and the Superpriority Claims shall be junior in priority to the Administration Charge, Directors' Charge, and Intercompany Charge (each as defined in the supplemental order of the Canadian Court and solely as against the Canadian Debtors' Collateral (collectively, the "**Canadian Court Liens**") to be issued in the Canadian Proceeding)[6] following the commencement of these Chapter 11 Cases. For greater certainty, the Administration Charge, the Directors' Charge, and the Intercompany Charge shall secure the payment of obligations only up to the amount consented to by the Prepetition ABL Administrative Agent.

17. Reversal, Modification, Vacatur, or Stay. Any reversal, modification, vacatur, or stay of any or all of the provisions of this ~~Interim~~Final Order shall not affect the validity or enforceability of any Adequate Protection Liens, or any claim, lien, security interest, or priority

[6] "**Canadian Proceeding**" means an ancillary proceeding in the Canadian Court pursuant to the Companies' Creditors Arrangement Act (Canada) R.S.C. 1985, c. C-36.

authorized or created hereby with respect to any Adequate Protection Obligations, incurred prior to the effective date of such reversal, modification, vacatur, or stay. Notwithstanding any reversal, modification, vacatur, or stay, (a) this ~~Interim~~Final Order shall govern, in all respects, any use of Cash Collateral or Adequate Protection Package incurred by the Debtors prior to the effective date of such reversal, modification, vacatur, or stay, and (b) the Prepetition Secured Parties shall be entitled to all the benefits and protections granted by this ~~Interim~~Final Order with respect to any such use of Cash Collateral or such Adequate Protection Package incurred by the Debtors.

18. No Waiver for Failure to Seek Relief. The failure or delay of any Prepetition Secured Party to seek relief or otherwise exercise any rights and remedies under this ~~Interim~~Final Order, the applicable Prepetition Loan Documents, or applicable law, as the case may be, shall not constitute a waiver of any rights hereunder, thereunder, or otherwise, by the Prepetition Secured Parties.

19. Section 507(b) Reservation. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition Secured Parties hereunder is insufficient to compensate for the Adequate Protection Obligations during the Chapter 11 Cases. Nothing contained herein shall be deemed a finding by this Court, or an acknowledgment by the Prepetition Secured Parties, that the Adequate Protection Package does, in fact, adequately protect the Prepetition Secured

Parties against any Diminution in Value of their interests in and against the Prepetition Collateral, including the Cash Collateral.

20. Section 552(b) Waiver. ~~Upon entry of the Final Order, the~~The Prepetition Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code. The "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Parties with respect to proceeds, products, offspring, or profits of any of the Prepetition Collateral or Postpetition Collateral.

21. Section 506(c) Waiver. ~~Upon entry of the Final Order, no~~No costs or expenses of administration which have been or may be incurred in the Chapter 11 Cases or Successor Cases at any time shall be charged against the Prepetition Secured Parties or the Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code~~,~~ or otherwise, and all rights to surcharge the Prepetition Secured Parties or the Collateral or the Prepetition Secured Parties under sections 105 or 506(c) of the Bankruptcy Code or any other applicable principle of equity or law shall be finally and irrevocably waived, and such waiver shall be binding upon the Debtors and all parties in interest in this or any Successor Cases.

22. No Marshalling / Application of Proceeds. ~~Subject to and effective upon the entry of a Final Order granting such relief, in~~In no event shall the Prepetition Secured Parties be subject to the equitable doctrine of "marshalling" or any other similar doctrine with respect to any of the Collateral.

23. Good Faith. Based on the findings set forth in this Interimthe Cash Collateral Orders and the record made during the Interim Hearing and the Final Hearing (if necessary), pursuant to sections 105, 361, and 363 of the Bankruptcy Code, the Debtors and the Prepetition Secured Parties are hereby found to be entities that have acted in good faith in connection with the negotiation and entry of this Interimthe Cash Collateral Orders and are entitled to the protections afforded by section 363(m) of the Bankruptcy Code.

24. No Third-Party Rights. Except as otherwise expressly provided herein, this InterimFinal Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

25. No Liability to Third Parties. In permitting the use of the Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this InterimFinal Order, the Prepetition Secured Parties shall not be deemed to be in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended, or any similar federal or state statute), nor shall they owe any fiduciary duty to the Debtors, their creditors, or estates, nor shall they constitute or be deemed to constitute a joint venture or partnership with the Debtors. Furthermore, nothing in this InterimFinal Order shall in any way be construed or interpreted to impose upon the Prepetition Secured Parties any liability for any claims arising from the prepetition or

postpetition activities of the Debtors and/or their "affiliates," in their capacities as such, as such term is defined in section 101(2) of the Bankruptcy Code.

26. Master Proof of Claim. None of the Prepetition Secured Parties will be required to file proofs of claim in the Chapter 11 Cases or Successor Cases, and the Debtors' Stipulations shall be deemed to constitute timely filed proofs of claim for each of the Prepetition ABL Secured Parties, the Prepetition Term Loan Secured Parties, and the Prepetition Subordinated Loan Parties against the applicable Debtors; *provided*, *however*, that each Prepetition Agent (on behalf of itself and the other applicable Prepetition Secured Parties) is hereby authorized, in its sole discretion, to file (and amend and/or supplement, as it sees fit) a master proof of claim for the claims of such applicable Prepetition Secured Parties arising from the applicable Prepetition Loan Documents in accordance with any order entered by this Court in relation to the establishment of a bar date in the Chapter 11 Cases; *provided*, *further*, that nothing herein shall waive the right of any Prepetition Secured Party to file its own proof of claim against the Debtors.

27. Disposition of Collateral. The Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the Collateral outside the ordinary course of business, other than pursuant to the terms of the Store Closing Agreement or an order of the Court (or the Canadian Court, as applicable), the Prepetition ABL Credit Agreement, and the Approved Budget, without the prior written consent of the Prepetition ABL Administrative Agent and, subject to the applicable Intercreditor Agreements, the Prepetition Term Loan Agent (and no

such consent shall be implied, from any other action, inaction, or acquiescence by the Prepetition ABL Administrative Agent, Prepetition Term Loan Agent, or any of the Prepetition Secured Parties) and, in each case, an order of this Court.

28. Right of Setoff. Subject to the Carve Out, to the extent any funds were on deposit with the Prepetition Agents or any other Prepetition Secured Party as of the Petition Date, regardless of the capacity in which such Prepetition Secured Party held such funds, including, without limitation, all funds deposited in, or credited to, an account of any Debtor with any such institution immediately prior to the filing of these Chapter 11 Cases (regardless of whether, as of the Petition Date, such funds had been collected or made available for withdrawal by any such Debtor), such funds (the "**Deposited Funds**") are subject to rights of setoff in a manner not inconsistent with the terms of this Order or the Approved Budget, including the Permitted Variance. By virtue of such setoff rights, the Deposited Funds are subject to a lien in favor of the Prepetition Agents and the applicable Prepetition Secured Parties pursuant to §§ 506(a) and 553 of the Bankruptcy Code.

29. Debtors' Waivers/Covenants. At all times during the Chapter 11 Cases prior to the payment in full of the Prepetition Secured Obligations, and whether or not a Termination Event has occurred, the Debtors irrevocably waive and covenant not to seek authority to take any of the following actions, other than as expressly provided for in this ~~Interim~~Final Order, or unless each of the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent otherwise consent in writing: (i) use Cash Collateral under section 363 of the Bankruptcy Code

other than as set forth herein~~,~~; (ii) obtain post-petition loans or other financial accommodations pursuant to section 364(c) or 364(d) of the Bankruptcy Code~~,~~; (iii) challenge the application of any payments authorized hereunder pursuant to section 506(b) of the Bankruptcy Code, or assert that the value of the Prepetition Collateral is less than the Prepetition Secured Obligations~~,~~; (iv) propose, support, file, or otherwise have a plan of reorganization or liquidation that does not provide for the indefeasible payment in full in cash in full satisfaction of all Prepetition Secured Obligations (including the cash collateralization of any letters of credit or any similar instrument in accordance with this ~~Interim~~Final Order) on the effective date of such plan or to which each of the Prepetition ABL Administrative Agent and Prepetition Term Loan Agent have not consented in writing; (v) seek relief under the Bankruptcy Code, including without limitation, under section 105 of the Bankruptcy Code, to the extent any such relief would in any way restrict or impair the rights and remedies of any Prepetition Secured Parties as provided in this ~~Interim~~Final Order and the Prepetition Loan Documents or any Prepetition Secured Party's exercise of such rights or remedies~~,~~; or (vi) challenge, contest, or otherwise seek to impair or object to the validity, extent, enforceability, or priority of any Prepetition Secured Party's post-petition liens and claims.

30. GXO Matters. Subject to the Carve Out and the Canadian Court Liens, notwithstanding anything herein to the contrary, (a) any liens and other relief granted hereunder do not prime any Permitted Encumbrances held by GXO Logistics Supply Chain Inc. ("**GXO**"), including any contractual, statutory, warehouseman, or possessory liens that qualify as Specified Permitted Encumbrances under the Debtors' Prepetition Loan Documents that were in existence

on the Petition Date, or that come into existence on or after the Petition Date by operation of applicable law without an order of the Court (collectively, "**GXO Liens**"), solely to the extent that such GXO Liens are valid, binding, perfected, enforceable, non-avoidable, and senior in priority to the Prepetition Liens under applicable law, and (b) nothing herein shall be deemed to impair or diminish any claims held by GXO for adequate protection pursuant to sections 361, 362, or 363 of the Bankruptcy Code.

31. Texas Tax Matters. Notwithstanding any provisions contained in this Final Order, any statutory liens on account of ad valorem taxes (the "**Texas Tax Liens**") held by 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 (the "**Texas Tax Authorities**") shall neither be primed by nor made subordinate to any liens granted to any party hereby, to the extent the Texas Tax Liens are valid, senior, perfected, and unavoidable under applicable law, and all parties' rights to object to the priority, validity, amount, and extent of the claims and liens asserted by the Texas Tax Authorities are fully preserved. Furthermore, the amount of $26,573.89 shall be set aside by the Debtors (the "**Texas Tax Reserve**") as adequate protection for the secured tax claims that may be owed to the Texas Tax Authorities for tax year 2026 (the "**Texas Tax Claims**"), and the amounts held in the Texas Tax Reserve shall be used to fund allowed secured tax claims in favor of the Texas Tax Authorities prior to the distribution of any proceeds to any other creditor. The Texas Tax Liens shall attach to the proceeds deposited

into the Texas Tax Reserve to the same extent and with the same priority as the liens attached to the Debtors' assets securing the Texas Tax Claims, if any. The funds from the Texas Tax Reserve shall be on the order of adequate protection and shall constitute neither the allowance of the Texas Tax Claims nor a cap on the amounts the Texas Taxing Authorities may be entitled to receive. Notwithstanding any order that may be entered converting these Chapter 11 Cases to cases under chapter 7, the funds in the Texas Tax Reserve will continue to be held for the benefit of the Texas Tax Authorities, and the Texas Tax Liens shall remain attached to the funds in the Texas Tax Reserve in their relative priority until the Texas Tax Claims (if any) are paid in full (which payment, for the avoidance of doubt, may be made from the Texas Tax Reserve).

32. Surety Matters. Notwithstanding anything set forth to the contrary in the Motion, the Interim Order, this Final Order, or the Prepetition Loan Documents, nothing therein shall be deemed to modify, alter, or prime the existing rights or interests of 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**") in any letters of credit, or the proceeds thereof, securing existing surety bonds and existing indemnity agreements ("**Surety ILOC Collateral**"), including, without limitation, the right to draw or use the Surety ILOC Collateral, in accordance with the applicable, enforceable underlying agreements, to reimburse any claim of any of the Sureties under or in respect of the Surety ILOC Collateral, as applicable. Nothing herein is an admission by the Sureties, the Lenders, or the

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

33. Committee Objection Resolution. Upon entry of this Final Cash Collateral Order, the *Objection of The Official Committee Of Unsecured Creditors to Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Scheduling a Final Hearing, (IV) Modifying The Automatic Stay, and (V) Granting Related Relief* [Docket No. 268] shall be fully and finally settled, resolved, and withdrawn, subject to the following provisions:

(a) Upon the Effective Date of the Plan, as modified in accordance with the terms and conditions contained herein, occurring in accordance with paragraph 10 of this Final Cash Collateral Order, and subject to the Prepetition ABL Administrative Agent's confirmed receipt of the Mandatory Paydown Amount (as defined below) for irrevocable application and indefeasible paydown of the Prepetition ABL Obligations, which confirmation shall be given promptly and shall not be unreasonably withheld, an aggregate amount of Cash Collateral shall be utilized by the Debtors (or their respective successors under the Plan) to fund a trust account for the exclusive benefit of the GUC Trust Beneficiaries[7] of up to $3,000,000 (the "**GUC Cash**

[7] The "**GUC Trust Beneficiaries**" means, collectively, the Holders of Allowed General Unsecured Claims; *provided*, *however*, that none of the following shall be GUC Trust Beneficiaries: (a) any Holder of a Claim arising from or related to the waiver of prepetition intercompany claims, (b) any Holder of the SPARC Intercompany Claim, and (c) any Holder of a deficiency claim arising out of any obligations under the Prepetition Credit Agreements. Capitalized terms used in this footnote but not otherwise defined in this Final Order have the meanings ascribed to them in the Plan.

Amount") *plus* $250,000 solely for reasonable and documented fees, expenses, and costs (including any taxes imposed on or payable by the GUC Trust (as defined in the Plan) or in respect of the GUC Trust Assets (as defined in the Plan)) incurred by the GUC Trust, the GUC Trustee (as defined in the Plan), any professionals retained by the GUC Trust or the GUC Trustee, and any additional amount determined necessary by the GUC Trustee to adequately reserve for the operating expenses of the GUC Trust that shall be paid out of the GUC Trust Assets (the "**GUC Trust Expense Amount**," and together with the GUC Cash Amount, the "**GUC Trust Fund Amount**"); *provided*, that, to the extent the amount of cash (inclusive of the GUC Cash Amount and the GUC Trust Expense Amount) actually distributed to the GUC Trust on the Effective Date of the Plan is less than (x) $3,250,000 *less* (y) the amount, if any, by which the amount of actual Allowed fees and expenses of the Committee and the Committee Professionals exceeds the UCC Professional Fee Budget Amount (as defined in the Plan), all Net Proceeds (as defined in the Plan), if any, monetized by the Wind-Down Debtors after the Effective Date of the Plan shall be paid into the GUC Trust until the total amount of cash (inclusive of GUC Cash Amount and the GUC Trust Expense Amount) distributed to the GUC Trust equals (A) $3,250,000 *less* (B) the amount, if any, by which the amount of actual Allowed fees and expenses of the Committee and the Committee Professionals exceeds the UCC Professional Fee Budget Amount, and, thereafter, any Net Proceeds monetized by the Wind-Down Debtors (as defined in the Plan) shall be retained by the Wind-Down Debtors and distributed in accordance with the Plan;

(b) No portion of the GUC Trust Fund Amount shall be funded, vested, segregated, or otherwise made available from any Cash Collateral or other Collateral proceeds unless and until the Prepetition ABL Agent receives, in immediately available funds from the liquidation and collection of the Collateral, an aggregate amount of not less than $15,485,219 (the "**Mandatory Paydown Amount**") for irrevocable application and indefeasible paydown of the Prepetition ABL Obligations;

(c) The Debtors will not proceed with any hearing seeking confirmation of the Plan (the "**Confirmation Hearing**") unless and until (i) the Prepetition ABL Administrative Agent receives the Mandatory Paydown Amount for irrevocable application and indefeasible paydown of the Prepetition ABL Obligations, or (ii) the Required Consenting Lenders[8] otherwise consent in writing to proceed with the Confirmation Hearing in their sole discretion and on terms and conditions acceptable to such lenders;

(d) Upon the effectiveness of the Plan in accordance with the provisions of this Final Cash Collateral Order, all liens and claims of the Prepetition Secured Parties to the proceeds of any Avoidance Actions shall be released, and any such proceeds shall be added to the GUC Trust Fund Amount. For the avoidance of doubt, following the effectiveness of the Plan, other than proceeds of Avoidance Actions and the other proceeds of the GUC Trust Fund Amount, all sale, collection, and/or liquidation proceeds of all of Debtors' assets and properties,

[8] "**Required Consenting Lenders**" has the meaning set forth in the Restructuring Support Agreement attached to the First Day Declaration as Exhibit B.

including, without limitation, all tax and tariff refunds payable to the Debtors, shall remain Collateral of the Prepetition Secured Parties and be paid to or for the benefit of the Prepetition ABL Lenders (or other appropriate Prepetition Secured Party) until the Prepetition ABL Obligations are indefeasibly paid in full;

(e) In the event that the Professional Fees of the Committee subject to the Carve Out exceed the amount allocable to such fees in the Approved Budget (*i.e.*, $1,250,000), the sole recourse for the payment of such excess fees shall be limited to the GUC Cash Amount, and such fees shall reduce the GUC Cash Amount on a dollar for dollar basis.

(f) (i) Upon entry of this Final Cash Collateral Order, the Plan filed by the Debtors shall be amended consistent with the terms of this Final Cash Collateral Order, including, but not limited to, this paragraph 33, and in form and substance reasonably acceptable to the Debtors, requisite Prepetition Secured Parties, and the Committee, and (ii) upon the Effective Date of the Plan, the Committee shall be deemed to have forever waived and released any and all "claims" (as defined in the Bankruptcy Code), counterclaims, causes of action, defenses, or setoff rights against each of the Prepetition Secured Parties, and each of their respective officers, directors, employees, agents, sub-agents, attorneys, consultants, advisors, and affiliates, in each case in their capacities as such, whether arising at law or in equity, under tort (including lender liability) or contract, including recharacterization, subordination, avoidance, or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable state or federal law.

34. 31. Binding Effect of InterimFinal Order. The provisions of this InterimFinal Order shall be binding upon all parties in interest in the Chapter 11 Cases, including the Prepetition Secured Parties, any statutory committees that may be appointed in any Chapter 11 Cases, including, without limitation, anythe Committee (if appointed), and the Debtors and their respective successors and assigns and shall inure to the benefit of the Prepetition Secured Parties, the Debtors, and their respective successors and assigns. This InterimFinal Order shall bind any trustee hereafter appointed or elected for the Debtors' estates, whether in the Chapter 11 Cases or any Successor Cases. Such binding effect is a benefit of the Prepetition Secured Parties' bargain in connection with the Debtors' use of Cash Collateral and is an integral part of this InterimFinal Order.

35. 32. Survival. The provisions of this InterimFinal Order and any actions taken pursuant hereto shall survive the entry of any order: (a) confirming any chapter 11 plan in the Chapter 11 Cases, including, without limitation, the Plan; (b) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code; or (c) dismissing the Chapter 11 Cases. The terms and provisions of this InterimFinal Order, including, for the avoidance of doubt, the provisions in paragraph 5 hereof, as well as the Adequate Protection Package granted pursuant to this InterimFinal Order shall continue in full force and effect notwithstanding the entry of any of the foregoing orders, and the claims and liens provided for herein shall maintain their priority as provided by this InterimFinal Order, the applicable Prepetition Loan Documents, and to the maximum extent permitted by law until all of the Prepetition Secured Obligations are

indefeasibly paid and satisfied in full in cash (including the cash collateralization of any letters of credit or any similar instrument in accordance with this InterimFinal Order).

36. 33. Effect of Dismissal. If the Chapter 11 Cases are dismissed or converted to cases under chapter 7 of the Bankruptcy Code, such dismissal or conversion of the Chapter 11 Cases shall not affect the rights of the Prepetition Secured Parties under this InterimFinal Order to the extent of the adequate protection provided hereunder, and all rights and remedies hereunder of the Prepetition Secured Parties to the extent of adequate protection provided hereunder shall remain in full force and effect as if the Chapter 11 Cases had not, as applicable, been dismissed or converted. If an order dismissing the Chapter 11 Cases is entered, the adequate protection granted to and conferred upon the Prepetition Secured Parties as of such date shall continue in full force and effect, and this Court shall retain jurisdiction, notwithstanding such dismissal, for the purpose of enforcing the Adequate Protection Obligations detailed herein. The Debtors shall not file a plan of reorganization in these Chapter 11 Cases that conflicts with the provisions of this InterimFinal Order without the consent of each of the Prepetition ABL Administrative Agents and the Prepetition Term Loan Agent.

37. 34. Findings of Fact and Conclusions of Law. This InterimFinal Order shall constitute findings of fact and conclusions of law effective as of the Petition Date. To the extent that any findings of fact are determined to be conclusions of law, such findings of fact shall be adopted as such; and, to the extent that any conclusions of law are determined to be findings of fact, such conclusions of law shall be adopted as such.

38. 35. Order Effective upon Entry. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this InterimFinal Order shall be immediately effective and enforceable upon its entry.

39. The Interim Order. Except as specifically amended, supplemented, or otherwise modified hereby, all of the provisions of the Interim Order and any actions taken by the Debtors and the Prepetition Secured Parties in accordance therewith shall remain in effect and are hereby ratified by this Final Order.

40. Controlling Effect of Final Order. To the extent that any provision of this Final Order conflicts or is inconsistent with any provision of the Motion or the Interim Order, the provisions of this Final Order shall control.

41. 36. Retention of Jurisdiction. This Court has and will retain jurisdiction and power to enforce this InterimFinal Order in accordance with its terms and to adjudicate all matters arising from or related to the implementation, interpretation, or enforcement of this InterimFinal Order.

37. Final Hearing. A hearing on the Debtors' request for a Final Order approving the Motion on a final basis is scheduled for _____, 2026, at __:__ a.m./p.m. (prevailing Eastern time) before this Court. Within three business days after entry of this Interim Order, the Debtors shall serve, or cause to be served, by first class mail or other appropriate method of service, a copy of the Motion (to the extent the Motion was not previously served on a party), together with this Interim Order, on (a) the Notice Parties, (b) counsel to any Committee

(if appointed), and (e) the largest 20 unsecured creditors of the Debtors, (d) all parties known to the Debtors to be asserting liens against or security interest in, any of the Cash Collateral or Prepetition Collateral, (e) the Internal Revenue Service, (f) all state taxing authorities in the states in which the Debtors have any tax liabilities, (g) any federal or state regulatory authorities governing the Debtors' industry (including the EPA and state equivalents if there is potential environmental liability), (h) the Securities and Exchange Commission, (i) the U.S. Attorney's Office, and (j) all of the Debtors' landlords, if their rights are affected. Any responses or objections to approval of the Motion on a final basis shall be made in writing, conform to the applicable Bankruptcy Rules, be filed with this Court, set forth the name of the objecting party, the basis for the objection, and the specific grounds therefor, and be served so as to be actually received no later than [_____], 2026, at 4:00 p.m. (prevailing Eastern time) by the following parties: (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), Lauren Bielskie (lauren.bielskie@usdoj.gov), and David Gerardi (david.gerardi@usdoj.gov), One Newark

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

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Center, Suite 2100 Newark, New Jersey 07102; (c) counsel to the Prepetition ABL Administrative Agent, (i) Otterbourg, P.C., Attn.: Daniel Fiorillo, dfiorillo@otterbourg.com, and (ii) McCarter & English, LLP, Attn.: Jeffrey Testa jtesta@mccarter.com; (d) counsel to the Prepetition Term Loan Agent, (i) Ropes & Gray LLP, Attn.: Gregg Galardi, Gregg.galardi@ropesgray.com, and (ii) Sills Cummis & Gross P.C., Attn.: Andrew Sherman, asherman@sillscummis.com; and (e) counsel to the Prepetition Subordinated Loan Agent, (i) Choate Hall & Stewart LLP, Attn.: Mark D. Silva, msilva@choate.com, Rick Thide, rthide@choate.com, and Michael E. Comerford, mcomerford@choate.com, and (ii) Chiesa Shahinian & Giantomasi PC, Attn.: Thomas M. Walsh, twalsh@csglaw.com, and (f) proposed counsel to any statutory committee appointed in the Chapter 11 Cases. If no objections to the Motion are filed, this Court may enter a Final Order without further notice or hearing.

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

~~**EXHIBIT 1**~~

~~**Approved Budget**~~

This is Exhibit "X" referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Nashville, in the State of Tennessee, before me at the City of Toronto, in the Province of Ontario, on April 24, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

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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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Co-Counsel to the Debtors and
the Debtors in Possession

Order Filed on March 27, 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.

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**ORDER (I) AUTHORIZING
AND ESTABLISHING PROCEDURES
FOR THE DE MINIMIS ASSET TRANSACTIONS;
(II) AUTHORIZING AND ESTABLISHING PROCEDURES
FOR DE MINIMIS ASSET ABANDONMENT; (III) APPROVING
THE FORM AND MANNER OF THE NOTICE OF DE MINIMIS ASSET
TRANSACTIONS AND ABANDONMENT; AND (IV) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through thirteen (13), is **ORDERED**.

DATED: March 27, 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) Authorizing and Establishing Procedures for the De Minimis Asset Transactions; (II) Authorizing and Establishing Procedures for De Minimis Asset Abandonment; (III) Approving the Form and Manner of the Notice of De Minimis Asset Transactions and Abandonment; and (IV) Granting Related Relief

Upon the Debtors' motion (the "Motion"),[2] for entry of an order (this "Order") (i) authorizing and establishing procedures providing for the expedited use, sell, or transfer of the De Minimis Assets in any De Minimis Asset Transaction to a single buyer or group of related buyers with an aggregate sale price equal to or less than $3,500,000 as calculated within the Debtors' reasonable discretion, free and clear of all Liens, without the need for further Court approval and with Liens attaching to the proceeds of such use, sale, or transfer with the same validity, extent, and priority as had attached to the De Minimis Assets immediately prior to the use, sale, or transfer; (ii) authorizing and establishing procedures to provide for the expedited abandonment of a De Minimis Asset to the extent that a sale thereof cannot be consummated at a value greater than the cost of liquidating such De Minimis Asset; (iii) approving the form and manner of the notice of De Minimis Asset Transactions and abandonment; and (iv) 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

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

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** as set forth herein.

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

3. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized to use, sell, swap, or transfer De Minimis Assets outside the ordinary course of business, without further order of the Court in accordance with the following De Minimis Asset Transaction Procedures:

a. With regard to uses, sales, or transfers of De Minimis Assets in any individual transaction or series of related transactions to or from a single buyer or group of related buyers with a total transaction value, as calculated within the Debtors' reasonable discretion, less than or equal to $200,000:

i. the Debtors are authorized to consummate such transactions if the Debtors determine in the reasonable exercise of their business judgment that such transactions are in the best interest of the estates, without further order of the Court, subject only to the noticing procedures set forth herein;

ii. any such transactions shall be, without need for any action by any party, final and fully authorized by the Court and may be, as provided in the documentation governing the applicable transaction, final and free and

clear of all Liens with such Liens attaching only to the proceeds of such transactions with the same validity, extent, and priority as immediately prior to the transaction;

iii. before closing such sale or effectuating such transaction, the Debtors shall give at least five (5) calendar days advance written notice via email, on a confidential, and to the extent applicable, professionals'-eye-only basis, to: (a) the U.S. Trustee, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Fran Steele (fran.b.steele@usdoj.gov) and David Gerardi (david.gerardi@usdoj.gov); (b) Pachulski Stang Ziehl & Jones LLP, proposed counsel to the Official Committee of Unsecured Creditors, 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), (c) Otterbourg P.C., counsel to the Prepetition ABL Administrative Agent, 230 Park Avenue, New York, New York 10169, Attn.: David Morse (dmorse@otterbourg.com); (d) Ropes & Gray LLP, counsel to the Prepetition Term Loan Agent, 1211 Avenue of the Americas, New York, New York 10036-8704, Attn.: Max Silverstein (max.silverstein@ropesgray.com); (e) Choate, Hall & Stewart LLP, counsel to the Prepetition Subordinated Loan Agent, Two International Place, Boston, Massachusetts 02110, Attn.: Mark D. Silva (msilva@choate.com) and Michael E. Comerford (mcomerford@choate.com); (f) any party to the transaction; (g) any affected creditor(s) (including their counsel, if known) asserting a Lien on the relevant De Minimis Assets, if known; (h) the landlords of leased premises where the De Minimis Assets are located, the sale may be closed, or the transaction may be effected, as well as their counsel who have entered appearances in these cases; and (i) those parties requesting notice pursuant to Bankruptcy Rule 2002 (each, a "Notice Party," and, collectively, the "Notice Parties");

iv. such notice will be in substantially the form of the Transaction Notice attached as **Exhibit 1** hereto and will specify: (i) identification of the De Minimis Assets being used, sold, or transferred; (ii) identification of the Debtor that directly owns the De Minimis Assets; (iii) identification of the purchaser of the assets; (iv) identification of the holders of any Liens on the De Minimis Assets known to the Debtors; (v) the purchase price; (vi) the estimated book value and/or appraised value for the De Minimis Assets being sold or transferred as reflected in the Debtors' books and records; (vii) the material economic terms and conditions of the sale or

transfer; and (viii) if applicable, the marketing or sales process, including any commission, fees, or similar expenses to be paid in connection with such transaction;

v. if the terms of a proposed sale or transfer are materially amended after transmittal of the Transaction Notice but prior to the applicable deadline of any Notice Parties' right to object to such sale of the De Minimis Assets, the Debtors will send a revised Transaction Notice (the "Amended Transaction Notice") to the Notice Parties, after which the Notice Parties shall have an additional two (2) calendar days to object to such sale prior to closing such sale or effectuating such transaction;

vi. any Notice Party shall have the right to object to any such proposed sale, acquisition, or transaction of De Minimis Assets by notifying the Debtors in writing (email being sufficient) of such objection by the later of (i) five (5) calendar days after service of such Transaction Notice and (ii) two (2) calendar days after service of an Amended Transaction Notice, as applicable, without the need to file a formal objection with the Court (an "Objection Notice") and the Debtors shall promptly notify the Notice Parties of any Objection Notices they receive, which notice may be provided electronically; if the Debtors do not receive an Objection Notice, the Debtors are authorized to consummate such transaction immediately;

vii. if the Debtors receive an Objection Notice, and, after good faith negotiations, the Debtors and such objecting Notice Party are unable to resolve such objection consensually, the objecting Notice Party shall have two (2) business days after being notified by the Debtors that the objection has not been resolved to file a formal objection and the transaction shall not proceed except upon (i) resolution of the objection by the parties in question or (ii) further order of the Court; and

viii. good faith purchasers of assets pursuant to these De Minimis Asset Transaction Procedures shall be entitled to the protections of section 363(m) of the Bankruptcy Code.

b. With regard to the uses, sales, or transfers of De Minimis Assets in any individual transaction or series of related transactions to or from a single buyer or group of related buyers with a total transaction value, as calculated within the Debtors' reasonable discretion, greater than $200,000, and less than or equal to $3,500,000:

i. the Debtors are authorized to consummate such transactions if the Debtors determine in the reasonable exercise of their business judgment that such

transactions are in the best interest of the estates, without further order of the Court, subject to the procedures set forth herein;

ii. any such transactions shall be, without need for any action by any party, final and fully authorized by the Court and may be, as provided in the documentation governing the applicable transaction, final and free and clear of all Liens with such Liens attaching only to the proceeds of such transactions with the same validity, extent, and priority as immediately prior to the transaction;

iii. before closing such sale or effectuating such transaction, the Debtors shall give at least seven (7) calendar days' advance written notice via email, on a confidential, and to the extent applicable, professionals'-eye-only basis, to the Notice Parties;

iv. such notice will be in substantially the form of the Transaction Notice attached as **Exhibit 1** hereto and will specify: (i) identification of the De Minimis Assets being used, sold, or transferred; (ii) identification of the Debtor that directly owns the De Minimis Assets; (iii) identification of the purchaser of the assets; (iv) identification of the holders of any Liens on the De Minimis Assets known to the Debtors; (v) the purchase price; (vi) the estimated book value and/or appraised value for the De Minimis Assets being sold or transferred as reflected in the Debtors' books and records; (vii) the material economic terms and conditions of the sale or transfer; and (viii) if applicable, the marketing or sales process, including any commission, fees, or similar expenses to be paid in connection with such transaction;

v. if the terms of a proposed sale or transfer are materially amended after transmittal of the Transaction Notice but prior to the applicable deadline of any Notice Parties' right to object to such sale of the De Minimis Assets, the Debtors will send an Amended Transaction Notice to the Notice Parties, after which the Notice Parties shall have an additional two (2) calendar days to object to such sale prior to closing such sale or effectuating such transaction;

vi. if no written objections are filed by the Notice Parties within the greater of (i) seven (7) calendar days of service of such Transaction Notice or (ii) two (2) calendar days of service of an Amended Transaction Notice, as applicable (the "Objection Deadline"), the Debtors are authorized to consummate such transaction immediately;

vii. any objections to such sale of De Minimis Assets must be (i) in writing, and (ii) served on (a) the Debtors and (b) the Notice Parties, so as to be received on or before 4:00 p.m., prevailing Eastern Time, on the Objection Deadline;

viii. if any of the Notice Parties properly and timely object to any transaction by the Objection Deadline, and the Debtors, in their sole discretion, still desire to enter into such transaction, the transaction shall not proceed except upon (i) resolution of the objection by the parties in question or (ii) further order of the Court; and

ix. good faith purchasers of assets pursuant to these De Minimis Asset Transaction Procedures shall be entitled to the protections of section 363(m) of the Bankruptcy Code.

4. Pursuant to section 554(a) of the Bankruptcy Code, the Debtors are authorized to abandon De Minimis Assets in accordance with the following De Minimis Asset Abandonment Procedures:[1]

a. The Debtors shall give written notice via email of the abandonment substantially in the form attached as **Exhibit 2** hereto (each such notice, an "Abandonment Notice") to the Notice Parties;

b. the Abandonment Notice shall contain: (i) a description in reasonable detail of the De Minimis Assets to be abandoned, including the projected book value of the assets being abandoned as reflected in the Debtors' books and records; (ii) the identification of the Debtor entity that directly owns the De Minimis Assets; (iii) identification of holders of any Liens on the De Minimis Assets known to the Debtors; (iv) if applicable, any fees, commissions, disposal costs, or similar expenses to be paid to third parties in connection with the abandonment thereof; (v) if known, the acquisition cost and date; (vi) the Debtors' reasons for such abandonment; and (vii) the proposed abandonment date absent a timely objection;

[1] For the avoidance of doubt, the De Minimis Asset Abandonment Procedures are without prejudice to the Debtors' rights to abandon their personal property under the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases; and (II) Granting Related Relief* [Docket No. 230] and the *Interim Order (I) Authorizing the Debtors to Assume the Agency Agreement; (II) Authorizing and Approving the Conduct of Store Closing Sales and the Related Sale Guidelines, With Such Sales to Be Free and Clear of All Liens, Claims, and Encumbrances; (III) Modifying Customer Programs at the Closing Stores; and (IV) Granting Related Relief* [Docket No. 68] or any final order related thereto.

c. if no written objections from any of the Notice Parties are filed with the Court within ten (10) calendar days after the date of receipt of such Abandonment Notice, then the Debtors are authorized to immediately proceed with the abandonment; and

d. if a written objection from any Notice Party is filed with the Court within ten (10) calendar days after receipt of such Abandonment Notice, then the relevant De Minimis Asset shall only be abandoned upon (i) resolution of the objection by the parties in question or (ii) further order of the Court after notice and a hearing, which shall be set at the next scheduled omnibus hearing.

e. Notwithstanding anything to the contrary in this Order, in relation to the Debtors' personal property that may be located at the Debtors' leased premises (i) nothing shall modify any requirement under applicable law with respect to the removal of any hazardous materials as defined under the applicable law from any of the Debtors' leased premises, and (ii) to the extent the Debtors seek to abandon personal property known to contain "personally identifiable information," as that term is defined in section 101(41A) of the Bankruptcy Code (the "PII"), the Debtors shall use commercially reasonable efforts to remove the PII from such personal property before abandonment. The applicable landlord may return any remaining PII to the Debtors at Eddie Bauer LLC, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602. As long as the Debtors are in full compliance with applicable law (and in compliance with building rules previously provided to the Debtors applicable to the removal of furniture, fixtures, and equipment), the applicable landlord may not interfere with Debtors' removal of any of the Debtors' personal property prior to the abandonment. Following abandonment, landlords may, in their sole discretion and without further notice or order of this Court, utilize and/or dispose of such property without liability to the Debtors or third parties, and, to the extent applicable, the automatic stay is modified to allow such disposition. Notwithstanding anything herein to the contrary, no license or other right to use any intellectual property of the Debtors, including any right to reproduce, modify, or create derivatives, shall be conferred to any landlord as a result of such abandonment, and landlords shall have no right to the continued use of such intellectual property. Nothing in the Order is intended to waive the rights of any landlords to assert any claim, pursuant to, *inter alia*, §§ 365 or 503 of the Bankruptcy Code, for any costs or expenses that any landlords may incur in relation to any sale or abandonment of any property at their premises, with the Debtors likewise not waiving any defenses.

5. Any uses, sales, or transfers to "insiders," as that term is defined in section 101(31) of the Bankruptcy Code, are excluded from this Order.

6. The De Minimis Asset Transaction Procedures and De Minimis Asset Abandonment Procedures shall not apply to any non-residential real property leases, which may not be used, sold, assigned, transferred, abandoned, or otherwise dealt with pursuant to the authority granted in this Order and such non-residential real property leases shall not be considered De Minimis Assets.

7. A party's failure to timely object to (i) the relief requested in the Motion and (ii) the sale or transfer of De Minimis Assets in accordance with the terms of this Order shall be determined to be "consent" to such use, sale, or transfer within the meaning of section 363(f)(2) of the Bankruptcy Code.

8. Sales and transfers of De Minimis Assets are, without need for any action by any party, free and clear of all Liens, with such Liens attaching to the proceeds of such sale or transfer with the same validity, extent, and priority as had attached to such De Minimis Assets immediately prior to such sale or transfer. The holder of any valid Lien on such De Minimis Assets shall, as of the effective date of such sale or transfer, be deemed to have waived and released such Lien without regard to whether such holder has executed or filed any applicable release, and such Lien shall automatically, and with no further action by any party, attach to the proceeds of such sale. Notwithstanding the foregoing, any such holder of such a Lien is authorized and directed to execute and deliver any waivers, releases, or other related documentation, as reasonably requested by the Debtors.

9. Purchasers and transferees of De Minimis Assets are entitled to the protections afforded to good-faith purchasers under section 363(m) of the Bankruptcy Code.

10. The Debtors will maintain a matrix or schedule of the De Minimis Asset Transactions consummated pursuant to the Order, including the names of the purchasing or selling parties, as applicable, the types and amounts of the transactions, and any broker or auctioneer that advised or assisted the Debtors with such transactions and any fees paid to such party in connection with such transactions, and shall provide a copy of such matrix or schedule to the Court and the Notice Parties within fifteen (15) days after the end of each calendar month beginning with the month in which this Order is entered.

11. The Transaction Notice with regard to the sale or transfer of De Minimis Assets substantially in the form attached hereto as **Exhibit 1** is hereby authorized and approved.

12. The Abandonment Notice with regard to the abandonment of De Minimis Assets substantially in the form attached hereto as **Exhibit 2** is hereby authorized and approved.

13. Service of the Transaction Notice, as applicable, is sufficient notice of the use, sale, or transfer of such De Minimis Assets.

14. Service of the Abandonment Notice, as applicable, is sufficient notice of the abandonment of such De Minimis Assets.

15. Sales of De Minimis Assets shall be deemed arm's-length transactions entitled to the protections of section 363(m) of the Bankruptcy Code.

16. With respect to all sale transactions consummated pursuant to this Order, this Order shall be sole and sufficient evidence of the transfer of title to any particular buyer, and the

sale transactions consummated pursuant to this Order shall be binding upon and shall govern the acts of all persons and entities who may be required by operation of law, the duties of their office, or contract to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the property sold pursuant to this Order, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental departments, secretaries of state and federal, state, and local officials, and each of such persons and entities is hereby directed to accept this Order as sole and sufficient evidence of such transfer of title and shall rely upon this Order in consummating the transactions contemplated hereby.

17. The Debtors are authorized to pay those reasonable and necessary fees and expenses incurred in the use, sale, or transfer of De Minimis Assets, including commission and fees to agents, brokers, auctioneers, and liquidators.

18. Nothing contained herein shall prejudice the rights of the Debtors to seek authorization for the use, sale, or transfer of any asset under section 363 of the Bankruptcy Code.

19. Notwithstanding anything to the contrary in this Order, the De Minimis Asset Transaction Procedures, none of the Debtors' insurance policies or surety bonds and/or agreements related thereto, including, but not limited to, any claims handling service agreements and indemnification agreements, shall be abandoned, sold, assigned, or otherwise transferred pursuant to any sale(s) or abandonment of the De Minimis Assets, without the express prior written consent of the applicable insurer and/or third party administrator.

20. Any amounts contemplated to be paid, and actually paid, pursuant to 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"), the *Final Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* (the "Final Cash Collateral Order," and together with the Interim Cash Collateral Order, the "Cash Collateral Order"), and the Approved Budget (as defined in the Cash Collateral Order).

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

22. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

23. 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.

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

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Exhibit 1

Form of Transaction 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 TRANSACTION

PLEASE TAKE NOTICE that, on February 9, 2026, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532.

PLEASE TAKE FURTHER NOTICE that, on [●], the United States Bankruptcy Court for the District of New Jersey (the "Court") approved an *Order (I) Authorizing and Establishing Procedures for the De Minimis Asset Transactions; (II) Authorizing and Establishing Procedures for De Minimis Asset Abandonment; (III) Approving the Form and Manner of the Notice of De Minimis Asset Transactions and Abandonment; and (IV) Granting Related Relief* [Docket No. [●]] (the "Transaction Procedures Order"), whereby the Court authorized the Debtors to use, sell, transfer, swap, or abandon certain non-core assets (collectively, the "De Minimis Assets").

PLEASE TAKE FURTHER NOTICE that, pursuant to the Transaction Procedures Order, the Debtors propose to sell the De Minimis Assets set forth and described on **Exhibit A** attached hereto (the "Transaction Assets"). **Exhibit A** provides, for each Transaction Asset

[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.

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(i) identification of the Transaction Assets; (ii) identification of the Debtor that directly owns the Transaction Assets; (iii) identification of the purchaser of the Transaction Assets; (iv) identification of the holders known to the Debtors as holding liens on the Transaction Assets; (v) the purchase price; (vi) the estimated book value and/or appraised value for the De Minimis Assets being sold or transferred as reflected in the Debtors' books and records; (vii) the material economic terms and conditions of the sale or transfer; and (viii) if applicable, the marketing or sales process, including any commission, fees, or similar expenses to be paid in connection with the transaction.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Transaction Procedures Order, if the terms of a proposed sale or transfer are materially amended after transmittal of this Transaction Notice but prior to the applicable deadline of any Notice Parties' right to object to such sale, the Debtors will send an amended Transaction Notice (the "Amended Transaction Notice") to the Notice Parties.

If the De Minimis Asset Transaction value is less than $200,000:

Any Notice Parties may object to the De Minimis Asset Transaction **by the later of (a) five (5) calendar days after service of this Transaction Notice and (b) two (2) calendar days after service of an Amended Transaction Notice, as applicable**, by serving such objection, without the need to file a formal objection with the Court (an "Objection Notice"), on (i) the Debtors, Eddie Bauer LLC, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602; (ii) co-counsel to the Debtors, (a) 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); and (b) 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); and (iii) the other Notice Parties. **If the Debtors do not receive an Objection Notice, the Debtors are authorized to consummate the De Minimis Asset Transaction immediately.** If the Debtors receive an Objection Notice, and, after good faith negotiations, the Debtors and such Notice Party are unable to resolve such objection consensually, the objecting Notice Party shall **have two (2) business days after being notified by the Debtors that the objection has not been resolved to file a formal objection and the matter shall be resolved by the Court (or by withdrawal of the formal objection) prior to the closing of the De Minimis Asset Transaction at a hearing to be scheduled as soon as reasonably practicable and in accordance with the Court's calendar**.

If the De Minimis Asset Transaction value is greater than $200,000 and less than or equal to $3,500,000:

Any Notice Parties may object to the De Minimis Asset Transaction **by the later of (a) seven (7) calendar days after service of this Transaction Notice and (b) two (2) calendar days after service of an Amended Transaction Notice, as applicable** (the "Objection Deadline") to object to the De Minimis Asset Transaction by filing and serving such objection on (i) the Debtors, Eddie Bauer LLC, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602; (ii) counsel to the Debtors, (a) 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); and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael

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Dated: [●], 2026

/s/ *DRAFT*

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Exhibit A

Required Notice Information	
Transaction Assets	
Debtor that directly owns the Transaction Assets	
Purchaser of the Transaction Assets	
Holders known to the Debtors as holding liens on the Transaction Assets	
Purchase Price	
Estimated Book Value and/or Appraised Value for the Transaction Assets	
Material economic terms and conditions of the sale or transfer	
The marketing or sales process, including commission, fees, or similar expenses to be paid in connection with the transaction	

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Exhibit 2

Form of Abandonment 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 ABANDONMENT

PLEASE TAKE NOTICE that, on February 9, 2026, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532.

PLEASE TAKE FURTHER NOTICE that, on [●], the United States Bankruptcy Court for the District of New Jersey (the "Court") approved an *Order (I) Authorizing and Establishing Procedures for the De Minimis Asset Transactions, (II) Authorizing and Establishing Procedures for De Minimis Asset Abandonment, (III) Approving the Form and Manner of the Notice of De Minimis Asset Transactions and Abandonment, and (IV) Granting Related Relief* [Docket No. [●]] (the "Transaction Procedures Order"), whereby the Court authorized the Debtors to use, sell, transfer, swap, or abandon certain non-core assets (collectively, the "De Minimis Assets").

PLEASE TAKE FURTHER NOTICE that, pursuant to the Transaction Procedures Order, the Debtors propose to abandon the De Minimis Assets set forth and described on **Exhibit A** attached hereto, which exhibit also sets forth (i) a description in reasonable detail of the De Minimis Assets to be abandoned, including the projected book value of the assets being

[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.

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abandoned as reflected in the Debtors' books and records; (ii) identification of the Debtor entity that directly owns the De Minimis Assets; (iii) identification of holders known to the Debtors as holding liens on the De Minimis Assets; (iv) any fees, commissions, disposal costs, or similar expenses to be paid to third parties in connection with the abandonment thereof; (v) if known, the acquisition cost and date; (vi) the Debtors' reasons for such abandonment; (vii) the proposed abandonment date absent a timely objection.

PLEASE TAKE FURTHER NOTICE that, any Notice Parties may object to the De Minimis Asset Transaction **by the date that is ten (10) days after service of the written notice** (the "Objection Deadline") to object to the abandonment of the De Minimis Asset by filing and serving such objection on (i) the Debtors, Eddie Bauer LLC c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602; (ii) counsel to the Debtors, (a) 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); and (b) 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 (fyudkin@coleschotz.com); and (iii) the other Notice Parties.

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Dated: [●], 2026

/s/ *DRAFT*

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Exhibit A

Required Notice Information	
De Minimis Assets to be abandoned	
Debtor that directly owns the De Minimis Assets	
Holders known to the Debtors as holding liens on the De Minimis Assets	
Any fees, commissions, disposal costs, or similar expenses to be paid to third parties	
Acquisition cost and date	
Reason for the abandonment	

This is Exhibit "Y" referred to in the Affidavit of George Pantelis sworn by George Pantelis of the City of Nashville, in the State of Tennessee, before me at the City of Toronto, in the Province of Ontario, on April 24, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

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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)

CERTIFICATION OF NO OBJECTION WITH RESPECT TO THE DEBTORS' MOTION FOR ENTRYOF AN ORDER (I) AUTHORIZING AND ESTABLISHING PROCEDURES FOR THE DE MINIMIS ASSET TRANSACTIONS; (II) AUTHORIZINGAND ESTABLISHING PROCEDURES FOR DE MINIMIS ASSET ABANDONMENT; (III) APPROVING THE FORM AND MANNER OF THE NOTICE OF DE MINIMIS ASSET TRANSACTIONS AND ABANDONMENT; AND (IV) GRANTING RELATED RELIEF

MICHAEL D. SIROTA, of full age, hereby certifies as follows:

1. I am an attorney-at-law of the State of New Jersey and a member of the firm of Cole Schotz P.C. ("Cole Schotz"), co-counsel for the above-captioned debtors and debtors-in-possession (the "Debtors").

[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. I submit this Certification pursuant to D.N.J. LBR 9013-3(d) regarding the *Debtors' Motion for Entry of an Order (I) Authorizing and Establishing Procedures for the De Minimis Asset Transactions; (II) Authorizing and Establishing Procedures for De Minimis Asset Abandonment; (III) Approving the Form and Manner of the Notice of De Minimis Asset Transactions and Abandonment; and (IV) Granting Related Relief* [Docket No. 257] (the "Motion").

3. The deadline to object to the Motion has passed. The Debtors have, however, incorporated comments they have received to the form of order accompanying the Motion from various parties in interest, including the Official Committee of Unsecured Creditors and landlord constituencies, which are incorporated in the proposed order attached hereto as **Exhibit A**. A redline of the revised form of order reflecting these changes is attached as **Exhibit B** hereto.

4. To the best of my knowledge, information, and belief, no formal objections have been filed to the relief requested in the Motion or were served upon the undersigned counsel. It is hereby respectfully requested that the proposed order, attached hereto as **Exhibit A**, be entered at the convenience of the Court.

[*Remainder of Page Intentionally Left Blank*]

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Dated: March 26, 2026

/s/ Michael D. Sirota

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Exhibit A

Proposed Order

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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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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.

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**ORDER (I) AUTHORIZING
AND ESTABLISHING PROCEDURES
FOR THE DE MINIMIS ASSET TRANSACTIONS;
(II) AUTHORIZING AND ESTABLISHING PROCEDURES
FOR DE MINIMIS ASSET ABANDONMENT; (III) APPROVING
THE FORM AND MANNER OF THE NOTICE OF DE MINIMIS ASSET
TRANSACTIONS AND ABANDONMENT; AND (IV) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through thirteen (13), is **ORDERED**.

Debtors: EDDIE BAUER LLC, *et al*.
Case No. 26-11422 (SLM)
Caption of Order: Order (I) Authorizing and Establishing Procedures for the De Minimis Asset Transactions; (II) Authorizing and Establishing Procedures for De Minimis Asset Abandonment; (III) Approving the Form and Manner of the Notice of De Minimis Asset Transactions and Abandonment; and (IV) Granting Related Relief

Upon the Debtors' motion *(*the "Motion"),[2] for entry of an order (this "Order") (i) authorizing and establishing procedures providing for the expedited use, sell, or transfer of the De Minimis Assets in any De Minimis Asset Transaction to a single buyer or group of related buyers with an aggregate sale price equal to or less than $3,500,000 as calculated within the Debtors' reasonable discretion, free and clear of all Liens, without the need for further Court approval and with Liens attaching to the proceeds of such use, sale, or transfer with the same validity, extent, and priority as had attached to the De Minimis Assets immediately prior to the use, sale, or transfer; (ii) authorizing and establishing procedures to provide for the expedited abandonment of a De Minimis Asset to the extent that a sale thereof cannot be consummated at a value greater than the cost of liquidating such De Minimis Asset; (iii) approving the form and manner of the notice of De Minimis Asset Transactions and abandonment; and (iv) 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

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

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** as set forth herein.

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

3. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized to use, sell, swap, or transfer De Minimis Assets outside the ordinary course of business, without further order of the Court in accordance with the following De Minimis Asset Transaction Procedures:

a. With regard to uses, sales, or transfers of De Minimis Assets in any individual transaction or series of related transactions to or from a single buyer or group of related buyers with a total transaction value, as calculated within the Debtors' reasonable discretion, less than or equal to $200,000:

i. the Debtors are authorized to consummate such transactions if the Debtors determine in the reasonable exercise of their business judgment that such transactions are in the best interest of the estates, without further order of the Court, subject only to the noticing procedures set forth herein;

ii. any such transactions shall be, without need for any action by any party, final and fully authorized by the Court and may be, as provided in the documentation governing the applicable transaction, final and free and

clear of all Liens with such Liens attaching only to the proceeds of such transactions with the same validity, extent, and priority as immediately prior to the transaction;

iii. before closing such sale or effectuating such transaction, the Debtors shall give at least five (5) calendar days advance written notice via email, on a confidential, and to the extent applicable, professionals'-eye-only basis, to: (a) the U.S. Trustee, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Fran Steele (fran.b.steele@usdoj.gov) and David Gerardi (david.gerardi@usdoj.gov); (b) Pachulski Stang Ziehl & Jones LLP, proposed counsel to the Official Committee of Unsecured Creditors, 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), (c) Otterbourg P.C., counsel to the Prepetition ABL Administrative Agent, 230 Park Avenue, New York, New York 10169, Attn.: David Morse (dmorse@otterbourg.com); (d) Ropes & Gray LLP, counsel to the Prepetition Term Loan Agent, 1211 Avenue of the Americas, New York, New York 10036-8704, Attn.: Max Silverstein (max.silverstein@ropesgray.com); (e) Choate, Hall & Stewart LLP, counsel to the Prepetition Subordinated Loan Agent, Two International Place, Boston, Massachusetts 02110, Attn.: Mark D. Silva (msilva@choate.com) and Michael E. Comerford (mcomerford@choate.com); (f) any party to the transaction; (g) any affected creditor(s) (including their counsel, if known) asserting a Lien on the relevant De Minimis Assets, if known; (h) the landlords of leased premises where the De Minimis Assets are located, the sale may be closed, or the transaction may be effected, as well as their counsel who have entered appearances in these cases; and (i) those parties requesting notice pursuant to Bankruptcy Rule 2002 (each, a "Notice Party," and, collectively, the "Notice Parties");

iv. such notice will be in substantially the form of the Transaction Notice attached as **Exhibit 1** hereto and will specify: (i) identification of the De Minimis Assets being used, sold, or transferred; (ii) identification of the Debtor that directly owns the De Minimis Assets; (iii) identification of the purchaser of the assets; (iv) identification of the holders of any Liens on the De Minimis Assets known to the Debtors; (v) the purchase price; (vi) the estimated book value and/or appraised value for the De Minimis Assets being sold or transferred as reflected in the Debtors' books and records; (vii) the material economic terms and conditions of the sale or

transfer; and (viii) if applicable, the marketing or sales process, including any commission, fees, or similar expenses to be paid in connection with such transaction;

v. if the terms of a proposed sale or transfer are materially amended after transmittal of the Transaction Notice but prior to the applicable deadline of any Notice Parties' right to object to such sale of the De Minimis Assets, the Debtors will send a revised Transaction Notice (the "Amended Transaction Notice") to the Notice Parties, after which the Notice Parties shall have an additional two (2) calendar days to object to such sale prior to closing such sale or effectuating such transaction;

vi. any Notice Party shall have the right to object to any such proposed sale, acquisition, or transaction of De Minimis Assets by notifying the Debtors in writing (email being sufficient) of such objection by the later of (i) five (5) calendar days after service of such Transaction Notice and (ii) two (2) calendar days after service of an Amended Transaction Notice, as applicable, without the need to file a formal objection with the Court (an "Objection Notice") and the Debtors shall promptly notify the Notice Parties of any Objection Notices they receive, which notice may be provided electronically; if the Debtors do not receive an Objection Notice, the Debtors are authorized to consummate such transaction immediately;

vii. if the Debtors receive an Objection Notice, and, after good faith negotiations, the Debtors and such objecting Notice Party are unable to resolve such objection consensually, the objecting Notice Party shall have two (2) business days after being notified by the Debtors that the objection has not been resolved to file a formal objection and the transaction shall not proceed except upon (i) resolution of the objection by the parties in question or (ii) further order of the Court; and

viii. good faith purchasers of assets pursuant to these De Minimis Asset Transaction Procedures shall be entitled to the protections of section 363(m) of the Bankruptcy Code.

b. With regard to the uses, sales, or transfers of De Minimis Assets in any individual transaction or series of related transactions to or from a single buyer or group of related buyers with a total transaction value, as calculated within the Debtors' reasonable discretion, greater than $200,000, and less than or equal to $3,500,000:

i. the Debtors are authorized to consummate such transactions if the Debtors determine in the reasonable exercise of their business judgment that such

transactions are in the best interest of the estates, without further order of the Court, subject to the procedures set forth herein;

ii. any such transactions shall be, without need for any action by any party, final and fully authorized by the Court and may be, as provided in the documentation governing the applicable transaction, final and free and clear of all Liens with such Liens attaching only to the proceeds of such transactions with the same validity, extent, and priority as immediately prior to the transaction;

iii. before closing such sale or effectuating such transaction, the Debtors shall give at least seven (7) calendar days' advance written notice via email, on a confidential, and to the extent applicable, professionals'-eye-only basis, to the Notice Parties;

iv. such notice will be in substantially the form of the Transaction Notice attached as **Exhibit 1** hereto and will specify: (i) identification of the De Minimis Assets being used, sold, or transferred; (ii) identification of the Debtor that directly owns the De Minimis Assets; (iii) identification of the purchaser of the assets; (iv) identification of the holders of any Liens on the De Minimis Assets known to the Debtors; (v) the purchase price; (vi) the estimated book value and/or appraised value for the De Minimis Assets being sold or transferred as reflected in the Debtors' books and records; (vii) the material economic terms and conditions of the sale or transfer; and (viii) if applicable, the marketing or sales process, including any commission, fees, or similar expenses to be paid in connection with such transaction;

v. if the terms of a proposed sale or transfer are materially amended after transmittal of the Transaction Notice but prior to the applicable deadline of any Notice Parties' right to object to such sale of the De Minimis Assets, the Debtors will send an Amended Transaction Notice to the Notice Parties, after which the Notice Parties shall have an additional two (2) calendar days to object to such sale prior to closing such sale or effectuating such transaction;

vi. if no written objections are filed by the Notice Parties within the greater of (i) seven (7) calendar days of service of such Transaction Notice or (ii) two (2) calendar days of service of an Amended Transaction Notice, as applicable (the "Objection Deadline"), the Debtors are authorized to consummate such transaction immediately;

vii. any objections to such sale of De Minimis Assets must be (i) in writing, and (ii) served on (a) the Debtors and (b) the Notice Parties, so as to be received on or before 4:00 p.m., prevailing Eastern Time, on the Objection Deadline;

viii. if any of the Notice Parties properly and timely object to any transaction by the Objection Deadline, and the Debtors, in their sole discretion, still desire to enter into such transaction, the transaction shall not proceed except upon (i) resolution of the objection by the parties in question or (ii) further order of the Court; and

ix. good faith purchasers of assets pursuant to these De Minimis Asset Transaction Procedures shall be entitled to the protections of section 363(m) of the Bankruptcy Code.

4. Pursuant to section 554(a) of the Bankruptcy Code, the Debtors are authorized to abandon De Minimis Assets in accordance with the following De Minimis Asset Abandonment Procedures:[1]

a. The Debtors shall give written notice via email of the abandonment substantially in the form attached as **Exhibit 2** hereto (each such notice, an "Abandonment Notice") to the Notice Parties;

b. the Abandonment Notice shall contain: (i) a description in reasonable detail of the De Minimis Assets to be abandoned, including the projected book value of the assets being abandoned as reflected in the Debtors' books and records; (ii) the identification of the Debtor entity that directly owns the De Minimis Assets; (iii) identification of holders of any Liens on the De Minimis Assets known to the Debtors; (iv) if applicable, any fees, commissions, disposal costs, or similar expenses to be paid to third parties in connection with the abandonment thereof; (v) if known, the acquisition cost and date; (vi) the Debtors' reasons for such abandonment; and (vii) the proposed abandonment date absent a timely objection;

[1] For the avoidance of doubt, the De Minimis Asset Abandonment Procedures are without prejudice to the Debtors' rights to abandon their personal property under the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases; and (II) Granting Related Relief* [Docket No. 230] and the *Interim Order (I) Authorizing the Debtors to Assume the Agency Agreement; (II) Authorizing and Approving the Conduct of Store Closing Sales and the Related Sale Guidelines, With Such Sales to Be Free and Clear of All Liens, Claims, and Encumbrances; (III) Modifying Customer Programs at the Closing Stores; and (IV) Granting Related Relief* [Docket No. 68] or any final order related thereto.

c. if no written objections from any of the Notice Parties are filed with the Court within ten (10) calendar days after the date of receipt of such Abandonment Notice, then the Debtors are authorized to immediately proceed with the abandonment; and

d. if a written objection from any Notice Party is filed with the Court within ten (10) calendar days after receipt of such Abandonment Notice, then the relevant De Minimis Asset shall only be abandoned upon (i) resolution of the objection by the parties in question or (ii) further order of the Court after notice and a hearing, which shall be set at the next scheduled omnibus hearing.

e. Notwithstanding anything to the contrary in this Order, in relation to the Debtors' personal property that may be located at the Debtors' leased premises (i) nothing shall modify any requirement under applicable law with respect to the removal of any hazardous materials as defined under the applicable law from any of the Debtors' leased premises, and (ii) to the extent the Debtors seek to abandon personal property known to contain "personally identifiable information," as that term is defined in section 101(41A) of the Bankruptcy Code (the "PII"), the Debtors shall use commercially reasonable efforts to remove the PII from such personal property before abandonment. The applicable landlord may return any remaining PII to the Debtors at Eddie Bauer LLC, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602. As long as the Debtors are in full compliance with applicable law (and in compliance with building rules previously provided to the Debtors applicable to the removal of furniture, fixtures, and equipment), the applicable landlord may not interfere with Debtors' removal of any of the Debtors' personal property prior to the abandonment. Following abandonment, landlords may, in their sole discretion and without further notice or order of this Court, utilize and/or dispose of such property without liability to the Debtors or third parties, and, to the extent applicable, the automatic stay is modified to allow such disposition. Notwithstanding anything herein to the contrary, no license or other right to use any intellectual property of the Debtors, including any right to reproduce, modify, or create derivatives, shall be conferred to any landlord as a result of such abandonment, and landlords shall have no right to the continued use of such intellectual property. Nothing in the Order is intended to waive the rights of any landlords to assert any claim, pursuant to, *inter alia*, §§ 365 or 503 of the Bankruptcy Code, for any costs or expenses that any landlords may incur in relation to any sale or abandonment of any property at their premises, with the Debtors likewise not waiving any defenses.

5. Any uses, sales, or transfers to "insiders," as that term is defined in section 101(31) of the Bankruptcy Code, are excluded from this Order.

6. The De Minimis Asset Transaction Procedures and De Minimis Asset Abandonment Procedures shall not apply to any non-residential real property leases, which may not be used, sold, assigned, transferred, abandoned, or otherwise dealt with pursuant to the authority granted in this Order and such non-residential real property leases shall not be considered De Minimis Assets.

7. A party's failure to timely object to (i) the relief requested in the Motion and (ii) the sale or transfer of De Minimis Assets in accordance with the terms of this Order shall be determined to be "consent" to such use, sale, or transfer within the meaning of section 363(f)(2) of the Bankruptcy Code.

8. Sales and transfers of De Minimis Assets are, without need for any action by any party, free and clear of all Liens, with such Liens attaching to the proceeds of such sale or transfer with the same validity, extent, and priority as had attached to such De Minimis Assets immediately prior to such sale or transfer. The holder of any valid Lien on such De Minimis Assets shall, as of the effective date of such sale or transfer, be deemed to have waived and released such Lien without regard to whether such holder has executed or filed any applicable release, and such Lien shall automatically, and with no further action by any party, attach to the proceeds of such sale. Notwithstanding the foregoing, any such holder of such a Lien is authorized and directed to execute and deliver any waivers, releases, or other related documentation, as reasonably requested by the Debtors.

9. Purchasers and transferees of De Minimis Assets are entitled to the protections afforded to good-faith purchasers under section 363(m) of the Bankruptcy Code.

10. The Debtors will maintain a matrix or schedule of the De Minimis Asset Transactions consummated pursuant to the Order, including the names of the purchasing or selling parties, as applicable, the types and amounts of the transactions, and any broker or auctioneer that advised or assisted the Debtors with such transactions and any fees paid to such party in connection with such transactions, and shall provide a copy of such matrix or schedule to the Court and the Notice Parties within fifteen (15) days after the end of each calendar month beginning with the month in which this Order is entered.

11. The Transaction Notice with regard to the sale or transfer of De Minimis Assets substantially in the form attached hereto as **Exhibit 1** is hereby authorized and approved.

12. The Abandonment Notice with regard to the abandonment of De Minimis Assets substantially in the form attached hereto as **Exhibit 2** is hereby authorized and approved.

13. Service of the Transaction Notice, as applicable, is sufficient notice of the use, sale, or transfer of such De Minimis Assets.

14. Service of the Abandonment Notice, as applicable, is sufficient notice of the abandonment of such De Minimis Assets.

15. Sales of De Minimis Assets shall be deemed arm's-length transactions entitled to the protections of section 363(m) of the Bankruptcy Code.

16. With respect to all sale transactions consummated pursuant to this Order, this Order shall be sole and sufficient evidence of the transfer of title to any particular buyer, and the

sale transactions consummated pursuant to this Order shall be binding upon and shall govern the acts of all persons and entities who may be required by operation of law, the duties of their office, or contract to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the property sold pursuant to this Order, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental departments, secretaries of state and federal, state, and local officials, and each of such persons and entities is hereby directed to accept this Order as sole and sufficient evidence of such transfer of title and shall rely upon this Order in consummating the transactions contemplated hereby.

17. The Debtors are authorized to pay those reasonable and necessary fees and expenses incurred in the use, sale, or transfer of De Minimis Assets, including commission and fees to agents, brokers, auctioneers, and liquidators.

18. Nothing contained herein shall prejudice the rights of the Debtors to seek authorization for the use, sale, or transfer of any asset under section 363 of the Bankruptcy Code.

19. Notwithstanding anything to the contrary in this Order, the De Minimis Asset Transaction Procedures, none of the Debtors' insurance policies or surety bonds and/or agreements related thereto, including, but not limited to, any claims handling service agreements and indemnification agreements, shall be abandoned, sold, assigned, or otherwise transferred pursuant to any sale(s) or abandonment of the De Minimis Assets, without the express prior written consent of the applicable insurer and/or third party administrator.

20. Any amounts contemplated to be paid, and actually paid, pursuant to 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"), the *Final Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* (the "Final Cash Collateral Order," and together with the Interim Cash Collateral Order, the "Cash Collateral Order"), and the Approved Budget (as defined in the Cash Collateral Order).

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

22. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

23. 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.

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

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Exhibit 1

Form of Transaction Notice

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KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
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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 TRANSACTION

PLEASE TAKE NOTICE that, on February 9, 2026, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532.

PLEASE TAKE FURTHER NOTICE that, on [●], the United States Bankruptcy Court for the District of New Jersey (the "Court") approved an *Order (I) Authorizing and Establishing Procedures for the De Minimis Asset Transactions; (II) Authorizing and Establishing Procedures for De Minimis Asset Abandonment; (III) Approving the Form and Manner of the Notice of De Minimis Asset Transactions and Abandonment; and (IV) Granting Related Relief* [Docket No. [●]] (the "Transaction Procedures Order"), whereby the Court authorized the Debtors to use, sell, transfer, swap, or abandon certain non-core assets (collectively, the "De Minimis Assets").

PLEASE TAKE FURTHER NOTICE that, pursuant to the Transaction Procedures Order, the Debtors propose to sell the De Minimis Assets set forth and described on **Exhibit A** attached hereto (the "Transaction Assets"). **Exhibit A** provides, for each Transaction Asset

[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.

(i) identification of the Transaction Assets; (ii) identification of the Debtor that directly owns the Transaction Assets; (iii) identification of the purchaser of the Transaction Assets; (iv) identification of the holders known to the Debtors as holding liens on the Transaction Assets; (v) the purchase price; (vi) the estimated book value and/or appraised value for the De Minimis Assets being sold or transferred as reflected in the Debtors' books and records; (vii) the material economic terms and conditions of the sale or transfer; and (viii) if applicable, the marketing or sales process, including any commission, fees, or similar expenses to be paid in connection with the transaction.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Transaction Procedures Order, if the terms of a proposed sale or transfer are materially amended after transmittal of this Transaction Notice but prior to the applicable deadline of any Notice Parties' right to object to such sale, the Debtors will send an amended Transaction Notice (the "Amended Transaction Notice") to the Notice Parties.

If the De Minimis Asset Transaction value is less than $200,000:

Any Notice Parties may object to the De Minimis Asset Transaction **by the later of (a) five (5) calendar days after service of this Transaction Notice and (b) two (2) calendar days after service of an Amended Transaction Notice, as applicable**, by serving such objection, without the need to file a formal objection with the Court (an "Objection Notice"), on (i) the Debtors, Eddie Bauer LLC, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602; (ii) co-counsel to the Debtors, (a) 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); and (b) 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); and (iii) the other Notice Parties. **If the Debtors do not receive an Objection Notice, the Debtors are authorized to consummate the De Minimis Asset Transaction immediately.** If the Debtors receive an Objection Notice, and, after good faith negotiations, the Debtors and such Notice Party are unable to resolve such objection consensually, the objecting Notice Party shall **have two (2) business days after being notified by the Debtors that the objection has not been resolved to file a formal objection and the matter shall be resolved by the Court (or by withdrawal of the formal objection) prior to the closing of the De Minimis Asset Transaction at a hearing to be scheduled as soon as reasonably practicable and in accordance with the Court's calendar**.

If the De Minimis Asset Transaction value is greater than $200,000 and less than or equal to $3,500,000:

Any Notice Parties may object to the De Minimis Asset Transaction **by the later of (a) seven (7) calendar days after service of this Transaction Notice and (b) two (2) calendar days after service of an Amended Transaction Notice, as applicable** (the "Objection Deadline") to object to the De Minimis Asset Transaction by filing and serving such objection on (i) the Debtors, Eddie Bauer LLC, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602; (ii) counsel to the Debtors, (a) 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); and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael

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Dated: [●], 2026

/s/ *DRAFT*

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Exhibit A

Required Notice Information	
Transaction Assets	
Debtor that directly owns the Transaction Assets	
Purchaser of the Transaction Assets	
Holders known to the Debtors as holding liens on the Transaction Assets	
Purchase Price	
Estimated Book Value and/or Appraised Value for the Transaction Assets	
Material economic terms and conditions of the sale or transfer	
The marketing or sales process, including commission, fees, or similar expenses to be paid in connection with the transaction	

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Exhibit 2

Form of Abandonment 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 ABANDONMENT

PLEASE TAKE NOTICE that, on February 9, 2026, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532.

PLEASE TAKE FURTHER NOTICE that, on [●], the United States Bankruptcy Court for the District of New Jersey (the "Court") approved an *Order (I) Authorizing and Establishing Procedures for the De Minimis Asset Transactions, (II) Authorizing and Establishing Procedures for De Minimis Asset Abandonment, (III) Approving the Form and Manner of the Notice of De Minimis Asset Transactions and Abandonment, and (IV) Granting Related Relief* [Docket No. [●]] (the "Transaction Procedures Order"), whereby the Court authorized the Debtors to use, sell, transfer, swap, or abandon certain non-core assets (collectively, the "De Minimis Assets").

PLEASE TAKE FURTHER NOTICE that, pursuant to the Transaction Procedures Order, the Debtors propose to abandon the De Minimis Assets set forth and described on **Exhibit A** attached hereto, which exhibit also sets forth (i) a description in reasonable detail of the De Minimis Assets to be abandoned, including the projected book value of the assets being

[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.

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abandoned as reflected in the Debtors' books and records; (ii) identification of the Debtor entity that directly owns the De Minimis Assets; (iii) identification of holders known to the Debtors as holding liens on the De Minimis Assets; (iv) any fees, commissions, disposal costs, or similar expenses to be paid to third parties in connection with the abandonment thereof; (v) if known, the acquisition cost and date; (vi) the Debtors' reasons for such abandonment; (vii) the proposed abandonment date absent a timely objection.

PLEASE TAKE FURTHER NOTICE that, any Notice Parties may object to the De Minimis Asset Transaction **by the date that is ten (10) days after service of the written notice** (the "Objection Deadline") to object to the abandonment of the De Minimis Asset by filing and serving such objection on (i) the Debtors, Eddie Bauer LLC c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602; (ii) counsel to the Debtors, (a) 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); and (b) 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 (fyudkin@coleschotz.com); and (iii) the other Notice Parties.

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Dated: [●], 2026

/s/ DRAFT

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Exhibit A

Required Notice Information	
De Minimis Assets to be abandoned	
Debtor that directly owns the De Minimis Assets	
Holders known to the Debtors as holding liens on the De Minimis Assets	
Any fees, commissions, disposal costs, or similar expenses to be paid to third parties	
Acquisition cost and date	
Reason for the abandonment	

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Exhibit B

Redline

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
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-and-

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fyudkin@coleschotz.com

~~*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.

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**ORDER (I) AUTHORIZING
AND ESTABLISHING PROCEDURES
FOR THE DE MINIMIS ASSET TRANSACTIONS;
(II) AUTHORIZING AND ESTABLISHING PROCEDURES
FOR DE MINIMIS ASSET ABANDONMENT; (III) APPROVING
THE FORM AND MANNER OF THE NOTICE OF DE MINIMIS ASSET
TRANSACTIONS AND ABANDONMENT; AND (IV) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through thirteen (13), is **ORDERED**.

Debtors:	EDDIE BAUER LLC, *et al*.
Case No.	26-11422 (SLM)
Caption of Order:	Order (I) Authorizing and Establishing Procedures for the De Minimis Asset Transactions; (II) Authorizing and Establishing Procedures for De Minimis Asset Abandonment; (III) Approving the Form and Manner of the Notice of De Minimis Asset Transactions and Abandonment; and (IV) Granting Related Relief

Upon the Debtors' motion (the "Motion"),[2] for entry of an order (this "Order") (i) authorizing and establishing procedures providing for the expedited use, sell, or transfer of the De Minimis Assets in any De Minimis Asset Transaction to a single buyer or group of related buyers with an aggregate sale price equal to or less than $43,5000,000 as calculated within the Debtors' reasonable discretion, free and clear of all Liens, without the need for further Court approval and with Liens attaching to the proceeds of such use, sale, or transfer with the same validity, extent, and priority as had attached to the De Minimis Assets immediately prior to the use, sale, or transfer; (ii) authorizing and establishing procedures to provide for the expedited abandonment of a De Minimis Asset to the extent that a sale thereof cannot be consummated at a value greater than the cost of liquidating such De Minimis Asset; (iii) approving the form and manner of the notice of De Minimis Asset Transactions and abandonment; and (iv) 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

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

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** as set forth herein.

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

3. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized to use, sell, swap, or transfer De Minimis Assets outside the ordinary course of business, without further order of the Court in accordance with the following De Minimis Asset Transaction Procedures:

   a. With regard to uses, sales, or transfers of De Minimis Assets in any individual transaction or series of related transactions to or from a single buyer or group of related buyers with a total transaction value, as calculated within the Debtors' reasonable discretion, less than or equal to $200,000:

      i. the Debtors are authorized to consummate such transactions if the Debtors determine in the reasonable exercise of their business judgment that such transactions are in the best interest of the estates, without further order of the Court, subject only to the noticing procedures set forth herein;

      ii. any such transactions shall be, without need for any action by any party, final and fully authorized by the Court and may be, as provided in the documentation governing the applicable transaction, final and free and

clear of all Liens with such Liens attaching only to the proceeds of such transactions with the same validity, extent, and priority as immediately prior to the transaction;

iii. before closing such sale or effectuating such transaction, the Debtors shall give at least five (5) calendar days advance written notice ~~(~~via email ~~being sufficient)~~, on a confidential, and to the extent applicable, professionals'-eye-only basis, to: (a) the U.S. Trustee, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Fran Steele (fran.b.steele@usdoj.gov) and David Gerardi (david.gerardi@usdoj.gov); (b) Pachulski Stang Ziehl & Jones LLP, proposed counsel to the Official Committee of Unsecured Creditors, 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), (c) Otterbourg P.C., counsel to the Prepetition ABL Administrative Agent, 230 Park Avenue, New York, New York 10169, Attn.: David Morse (dmorse@otterbourg.com); (d) Ropes & Gray LLP, counsel to the Prepetition Term Loan Agent, 1211 Avenue of the Americas, New York, New York 10036-8704, Attn.: Max Silverstein (max.silverstein@ropesgray.com); (e) Choate, Hall & Stewart LLP, counsel to the Prepetition Subordinated Loan Agent, Two International Place, Boston, Massachusetts 02110, Attn.: Mark D. Silva (msilva@choate.com) and Michael E. Comerford (mcomerford@choate.com); (f) any party to the transaction; (g) any affected creditor(s) (including their counsel, if known) asserting a Lien on the relevant De Minimis Assets, if known; (h) the landlords of leased premises where the De Minimis Assets are located, the sale may be closed, or the transaction may be effected, as well as their counsel who have entered appearances in these cases; and (i) those parties requesting notice pursuant to Bankruptcy Rule 2002 (each, a "Notice Party," and, collectively, the "Notice Parties");

iv. such notice will be in substantially the form of the Transaction Notice attached as **Exhibit 1** hereto and will specify: (i) identification of the De Minimis Assets being used, sold, or transferred; (ii) identification of the Debtor that directly owns the De Minimis Assets; (iii) identification of the purchaser of the assets; (iv) identification of the holders of any Liens on the De Minimis Assets known to the Debtors; (v) the purchase price; (vi) the estimated book value and/or appraised value for the De Minimis Assets being sold or transferred as reflected in the Debtors' books and records; (vii) the material economic terms and conditions of the sale or

transfer; and (viii) if applicable, the marketing or sales process, including any commission, fees, or similar expenses to be paid in connection with such transaction;

v. if the terms of a proposed sale or transfer are materially amended after transmittal of the Transaction Notice but prior to the applicable deadline of any Notice Parties' right to object to such sale of the De Minimis Assets, the Debtors will send a revised Transaction Notice (the "Amended Transaction Notice") to the Notice Parties, after which the Notice Parties shall have an additional two (2) calendar days to object to such sale prior to closing such sale or effectuating such transaction;

vi. any Notice Party shall have the right to object to any such proposed sale, acquisition, or transaction of De Minimis Assets by notifying the Debtors in writing (email being sufficient) of such objection by the later of (i) five (5) calendar days after service of such Transaction Notice and (ii) two (2) calendar days after service of an Amended Transaction Notice, as applicable, without the need to file a formal objection with the Court (an "Objection Notice") and the Debtors shall promptly notify the Notice Parties of any Objection Notices they receive, which notice may be provided electronically; if the Debtors do not receive an Objection Notice, the Debtors are authorized to consummate such transaction immediately;

vii. if the Debtors receive an Objection Notice, and, after good faith negotiations, the Debtors and such objecting Notice Party are unable to resolve such objection consensually, the objecting Notice Party shall have two (2) business days after being notified by the Debtors that the objection has not been resolved to file a formal objection and the transaction shall not proceed except upon (i) resolution of the objection by the parties in question or (ii) further order of the Court; and

viii. good faith purchasers of assets pursuant to these De Minimis Asset Transaction Procedures shall be entitled to the protections of section 363(m) of the Bankruptcy Code.

b. With regard to the uses, sales, or transfers of De Minimis Assets in any individual transaction or series of related transactions to or from a single buyer or group of related buyers with a total transaction value, as calculated within the Debtors' reasonable discretion, greater than $200,000, and less than or equal to $43,5000,000:

i. the Debtors are authorized to consummate such transactions if the Debtors determine in the reasonable exercise of their business judgment that such transactions are in the best interest of the estates, without further order of the Court, subject to the procedures set forth herein;

ii. any such transactions shall be, without need for any action by any party, final and fully authorized by the Court and may be, as provided in the documentation governing the applicable transaction, final and free and clear of all Liens with such Liens attaching only to the proceeds of such transactions with the same validity, extent, and priority as immediately prior to the transaction;

iii. before closing such sale or effectuating such transaction, the Debtors shall give at least seven (7) calendar days' advance written notice ~~(~~via email~~ being sufficient)~~, on a confidential, and to the extent applicable, professionals'-eye-only basis, to the Notice Parties;

iv. such notice will be in substantially the form of the Transaction Notice attached as **Exhibit 1** hereto and will specify: (i) identification of the De Minimis Assets being used, sold, or transferred; (ii) identification of the Debtor that directly owns the De Minimis Assets; (iii) identification of the purchaser of the assets; (iv) identification of the holders of any Liens on the De Minimis Assets known to the Debtors; (v) the purchase price; (vi) the estimated book value and/or appraised value for the De Minimis Assets being sold or transferred as reflected in the Debtors' books and records; (vii) the material economic terms and conditions of the sale or transfer; and (viii) if applicable, the marketing or sales process, including any commission, fees, or similar expenses to be paid in connection with such transaction;

v. if the terms of a proposed sale or transfer are materially amended after transmittal of the Transaction Notice but prior to the applicable deadline of any Notice Parties' right to object to such sale of the De Minimis Assets, the Debtors will send an Amended Transaction Notice to the Notice Parties, after which the Notice Parties shall have an additional two (2) calendar days to object to such sale prior to closing such sale or effectuating such transaction;

vi. if no written objections are filed by the Notice Parties within the greater of (i) seven (7) calendar days of service of such Transaction Notice or (ii) two (2) calendar days of service of an Amended Transaction Notice, as

applicable (the "Objection Deadline"), the Debtors are authorized to consummate such transaction immediately;

vii. any objections to such sale of De Minimis Assets must be (i) in writing, and (ii) served on (a) the Debtors and (b) the Notice Parties, so as to be received on or before 4:00 p.m., prevailing Eastern Time, on the Objection Deadline;

viii. ~~vii.~~ if any of the Notice Parties properly and timely object to any transaction by the Objection Deadline, and the Debtors, in their sole discretion, still desire to enter into such transaction, the transaction shall not proceed except upon (i) resolution of the objection by the parties in question or (ii) further order of the Court; and

ix. ~~viii.~~ good faith purchasers of assets pursuant to these De Minimis Asset Transaction Procedures shall be entitled to the protections of section 363(m) of the Bankruptcy Code.

4. Pursuant to section 554(a) of the Bankruptcy Code, the Debtors are authorized to abandon De Minimis Assets in accordance with the following De Minimis Asset Abandonment Procedures:[1]

a. The Debtors shall give written notice via email of the abandonment substantially in the form attached as **Exhibit 2** hereto (each such notice, an "Abandonment Notice") to the Notice Parties;

b. the Abandonment Notice shall contain: (i) a description in reasonable detail of the De Minimis Assets to be abandoned, including the projected book value of the assets being abandoned as reflected in the Debtors' books and records; (ii) the identification of the Debtor entity that directly owns the De Minimis Assets; (iii) identification of holders of any Liens on the De Minimis Assets known to the

[1] For the avoidance of doubt, the De Minimis Asset Abandonment Procedures are without prejudice to the Debtors' rights to abandon their personal property under the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases; and (II) Granting Related Relief* [Docket No. 230] and the *Interim Order (I) Authorizing the Debtors to Assume the Agency Agreement; (II) Authorizing and Approving the Conduct of Store Closing Sales and the Related Sale Guidelines, With Such Sales to Be Free and Clear of All Liens, Claims, and Encumbrances; (III) Modifying Customer Programs at the Closing Stores; and (IV) Granting Related Relief* [Docket No. 68] or any final order related thereto.

Debtors; (iv) if applicable, any fees, commissions, disposal costs, or similar expenses to be paid to third parties in connection with the abandonment thereof; (v) if known, the acquisition cost and date; (vi) the Debtors' reasons for such abandonment; and (~~v~~vii) the proposed abandonment date absent a timely objection;

c. if no written objections from any of the Notice Parties are filed with the Court within ten (10) calendar days after the date of receipt of such Abandonment Notice, then the Debtors are authorized to immediately proceed with the abandonment; and

d. if a written objection from any Notice Party is filed with the Court within ten (10) calendar days after receipt of such Abandonment Notice, then the relevant De Minimis Asset shall only be abandoned upon (i) resolution of the objection by the parties in question or (ii) further order of the Court after notice and a hearing, which shall be set at the next scheduled omnibus hearing.

e. Notwithstanding anything to the contrary in this Order, in relation to the Debtors' personal property that may be located at the Debtors' leased premises (i) nothing shall modify any requirement under applicable law with respect to the removal of any hazardous materials as defined under the applicable law from any of the Debtors' leased premises, and (ii) to the extent the Debtors seek to abandon personal property known to contain "personally identifiable information," as that term is defined in section 101(41A) of the Bankruptcy Code (the "PII"), the Debtors shall use commercially reasonable efforts to remove the PII from such personal property before abandonment. The applicable landlord may return any remaining PII to the Debtors at Eddie Bauer LLC, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602. As long as the Debtors are in full compliance with applicable law (and in compliance with building rules previously provided to the Debtors applicable to the removal of furniture, fixtures, and equipment), the applicable landlord may not interfere with Debtors' removal of any of the Debtors' personal property prior to the abandonment. Following abandonment, landlords may, in their sole discretion and without further notice or order of this Court, utilize and/or dispose of such property without liability to the Debtors or third parties, and, to the extent applicable, the automatic stay is modified to allow such disposition. Notwithstanding anything herein to the contrary, no license or other right to use any intellectual property of the Debtors, including any right to reproduce, modify, or create derivatives, shall be conferred to any landlord as a result of such abandonment, and landlords shall have no right to the continued use of such intellectual property. Nothing in the Order is intended to waive the rights of any landlords to assert any claim, pursuant to, *inter alia*, §§ 365 or 503 of the

Bankruptcy Code, for any costs or expenses that any landlords may incur in relation to any sale or abandonment of any property at their premises, with the Debtors likewise not waiving any defenses.

5. Any uses, sales, or transfers to "insiders," as that term is defined in section 101(31) of the Bankruptcy Code, are excluded from this Order.

6. The De Minimis Asset Transaction Procedures and De Minimis Asset Abandonment Procedures shall not apply to any non-residential real property leases, which may not be used, sold, assigned, transferred, abandoned, or otherwise dealt with pursuant to the authority granted in this Order and such non-residential real property leases shall not be considered De Minimis Assets.

7. ~~6.~~ A party's failure to timely object to (i) the relief requested in the Motion and (ii) the sale or transfer of De Minimis Assets in accordance with the terms of this Order shall be determined to be "consent" to such use, sale, or transfer within the meaning of section 363(f)(2) of the Bankruptcy Code.

8. ~~7.~~ Sales and transfers of De Minimis Assets are, without need for any action by any party, free and clear of all Liens, with such Liens attaching to the proceeds of such sale or transfer with the same validity, extent, and priority as had attached to such De Minimis Assets immediately prior to such sale or transfer. The holder of any valid Lien on such De Minimis Assets shall, as of the effective date of such sale or transfer, be deemed to have waived and released such Lien without regard to whether such holder has executed or filed any applicable release, and such Lien shall automatically, and with no further action by any party, attach to the

proceeds of such sale. Notwithstanding the foregoing, any such holder of such a Lien is authorized and directed to execute and deliver any waivers, releases, or other related documentation, as reasonably requested by the Debtors.

9. ~~8.~~ Purchasers and transferees of De Minimis Assets are entitled to the protections afforded to good-faith purchasers under section 363(m) of the Bankruptcy Code.

10. ~~9.~~ The Debtors will maintain a matrix or schedule of the De Minimis Asset Transactions consummated pursuant to the Order, including the names of the purchasing or selling parties, as applicable, ~~and~~ the types and amounts of the transactions, and any broker or auctioneer that advised or assisted the Debtors with such transactions and any fees paid to such party in connection with such transactions, and shall provide a copy of such matrix or schedule to the Court and the Notice Parties within fifteen (15) days after the end of each calendar month beginning with the month in which this Order is entered.

11. ~~10.~~ The Transaction Notice with regard to the sale or transfer of De Minimis Assets substantially in the form attached hereto as **Exhibit 1** is hereby authorized and approved.

12. ~~11.~~ The Abandonment Notice with regard to the abandonment of De Minimis Assets substantially in the form attached hereto as **Exhibit 2** is hereby authorized and approved.

13. ~~12.~~ Service of the Transaction Notice, as applicable, is sufficient notice of the use, sale, or transfer of such De Minimis Assets.

14. ~~13.~~ Service of the Abandonment Notice, as applicable, is sufficient notice of the abandonment of such De Minimis Assets.

15. ~~14.~~ Sales of De Minimis Assets shall be deemed arm's-length transactions entitled to the protections of section 363(m) of the Bankruptcy Code.

16. ~~15.~~ With respect to all sale transactions consummated pursuant to this Order, this Order shall be sole and sufficient evidence of the transfer of title to any particular buyer, and the sale transactions consummated pursuant to this Order shall be binding upon and shall govern the acts of all persons and entities who may be required by operation of law, the duties of their office, or contract to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the property sold pursuant to this Order, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental departments, secretaries of state and federal, state, and local officials, and each of such persons and entities is hereby directed to accept this Order as sole and sufficient evidence of such transfer of title and shall rely upon this Order in consummating the transactions contemplated hereby.

17. ~~16.~~ The Debtors are authorized to pay those reasonable and necessary fees and expenses incurred in the use, sale, or transfer of De Minimis Assets, including commission and fees to agents, brokers, auctioneers, and liquidators.

18. ~~17.~~ Nothing contained herein shall prejudice the rights of the Debtors to seek authorization for the use, sale, or transfer of any asset under section 363 of the Bankruptcy Code.

19. ~~18.~~ Notwithstanding anything to the contrary in this Order, the De Minimis Asset Transaction Procedures, none of the Debtors' insurance policies or surety bonds and/or agreements related thereto, including, but not limited to, any claims handling service agreements and indemnification agreements, shall be abandoned, sold, assigned, or otherwise transferred pursuant to any sale(s) or abandonment of the De Minimis Assets, without the express prior written consent of the applicable insurer and/or third party administrator.

20. ~~19.~~ Any amounts contemplated to be paid, and actually paid, pursuant to 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"), the *Final Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* (the "Final Cash Collateral Order," and together with the Interim Cash Collateral Order, the "Cash Collateral Order"), and the Approved Budget (as defined in the Cash Collateral Order).

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

22. ~~21.~~ Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

23. ~~22.~~ 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.

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

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Exhibit 1

Form of Transaction 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 TRANSACTION

PLEASE TAKE NOTICE that, on February 9, 2026, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532.

PLEASE TAKE FURTHER NOTICE that, on [●], the United States Bankruptcy Court for the District of New Jersey (the "Court") approved an *Order (I) Authorizing and Establishing Procedures for the De Minimis Asset Transactions; (II) Authorizing and Establishing Procedures for De Minimis Asset Abandonment; (III) Approving the Form and Manner of the Notice of De Minimis Asset Transactions and Abandonment; and (IV) Granting Related Relief* [Docket No. [●]] (the "Transaction Procedures Order"), whereby the Court authorized the Debtors to use, sell, transfer, swap, or abandon certain non-core assets (collectively, the "De Minimis Assets").

[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.

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PLEASE TAKE FURTHER NOTICE that, pursuant to the Transaction Procedures Order, the Debtors propose to sell the De Minimis Assets set forth and described on **Exhibit A** attached hereto (the "Transaction Assets"). **Exhibit A** provides, for each Transaction Asset (i) identification of the Transaction Assets; (ii) identification of the Debtor that directly owns the Transaction Assets; (iii) identification of the purchaser of the Transaction Assets; (iv) identification of the holders known to the Debtors as holding liens on the Transaction Assets; (v) the purchase price; (vi) the estimated book value and/or appraised value for the De Minimis Assets being sold or transferred as reflected in the Debtors' books and records; (vii) the material economic terms and conditions of the sale or transfer; and (viii) if applicable, the marketing or sales process, including any commission, fees, or similar expenses to be paid in connection with the transaction.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Transaction Procedures Order, if the terms of a proposed sale or transfer are materially amended after transmittal of this Transaction Notice but prior to the applicable deadline of any Notice Parties' right to object to such sale, the Debtors will send an amended Transaction Notice (the "Amended Transaction Notice") to the Notice Parties.

If the De Minimis Asset Transaction value is less than $200,000:

Any Notice Parties may object to the De Minimis Asset Transaction **by the later of (a) five (5) calendar days after service of this Transaction Notice and (b) two (2) calendar days after service of an Amended Transaction Notice, as applicable**, by serving such objection, without the need to file a formal objection with the Court (an "Objection Notice"), on (i) the Debtors, Eddie Bauer LLC, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602; (ii) ~~proposed co-~~co-counsel to the Debtors, (a) 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); and (b) 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); and (iii) the other Notice Parties. **If the Debtors do not receive an Objection Notice, the Debtors are authorized to consummate the De Minimis Asset Transaction immediately.** If the Debtors receive an Objection Notice, and, after good faith negotiations, the Debtors and such Notice Party are unable to resolve such objection consensually, the objecting Notice Party shall **have two (2) business days after being notified by the Debtors that the objection has not been resolved to file a formal objection and the matter shall be resolved by the Court (or by withdrawal of the formal objection) prior to the closing of the De Minimis Asset Transaction at a hearing to be scheduled as soon as reasonably practicable and in accordance with the Court's calendar**.

If the De Minimis Asset Transaction value is greater than $200,000 and less than or equal to $~~4~~3,500~~0~~,000:

Any Notice Parties may object to the De Minimis Asset Transaction **by the later of (a) seven (7) calendar days after service of this Transaction Notice and (b) two (2) calendar days after service of an Amended Transaction Notice, as applicable** (the "Objection Deadline") to object to the De Minimis Asset Transaction by filing and serving such objection on (i) the Debtors, Eddie Bauer LLC, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602; (ii) ~~proposed~~ counsel to the Debtors, (a) Kirkland & Ellis LLP, 601 Lexington Avenue, New

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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); and (b) 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); and (iii) the other Notice Parties. **If the Debtors do not receive an Objection Notice, the Debtors are authorized to consummate the De Minimis Asset Transaction immediately.**

Dated: [●], 2026

/s/ DRAFT

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Exhibit A

Required Notice Information	
Transaction Assets	
Debtor that directly owns the Transaction Assets	
Purchaser of the Transaction Assets	
Holders known to the Debtors as holding liens on the Transaction Assets	
Purchase Price	
Estimated Book Value and/or Appraised Value for the Transaction Assets	
Material economic terms and conditions of the sale or transfer	
The marketing or sales process, including ~~C~~commission, fees, or similar expenses to be paid in connection with the transaction	

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Exhibit 2

Form of Abandonment 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 ABANDONMENT

PLEASE TAKE NOTICE that, on February 9, 2026, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532.

PLEASE TAKE FURTHER NOTICE that, on [●], the United States Bankruptcy Court for the District of New Jersey (the "Court") approved an *Order (I) Authorizing and Establishing Procedures for the De Minimis Asset Transactions, (II) Authorizing and Establishing Procedures for De Minimis Asset Abandonment, (III) Approving the Form and Manner of the Notice of De Minimis Asset Transactions and Abandonment, and (IV) Granting Related Relief* [Docket No. [●]] (the "Transaction Procedures Order"), whereby the Court authorized the Debtors to use, sell, transfer, swap, or abandon certain non-core assets (collectively, the "De Minimis Assets").

[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.

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PLEASE TAKE FURTHER NOTICE that, pursuant to the Transaction Procedures Order, the Debtors propose to abandon the De Minimis Assets set forth and described on **Exhibit A** attached hereto, which exhibit also sets forth (i) a description in reasonable detail of the De Minimis Assets to be abandoned, including the projected book value of the assets being abandoned as reflected in the Debtors' books and records; (ii) identification of the Debtor entity that directly owns the De Minimis Assets; (iii) identification of holders known to the Debtors as holding liens on the De Minimis Assets; ~~and~~ (iv) any fees, commissions, disposal costs, or similar expenses to be paid to third parties in connection with the abandonment thereof; (v) if known, the acquisition cost and date; (vi) the Debtors' reasons for such abandonment; (vii) the proposed abandonment date absent a timely objection.

PLEASE TAKE FURTHER NOTICE that, any Notice Parties may object to the De Minimis Asset Transaction **by the date that is ten (10) days after service of the written notice** (the "Objection Deadline") to object to the abandonment of the De Minimis Asset by filing and serving such objection on (i) the Debtors, Eddie Bauer LLC c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602; (ii) ~~proposed~~ counsel to the Debtors, (a) 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); and (b) 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 (fyudkin@coleschotz.com); and (iii) the other Notice Parties.

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Dated: [●], 2026

/s/ DRAFT

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Exhibit A

Required Notice Information	
De Minimis Assets to be abandoned	
Debtor that directly owns the ~~Transaction~~De Minimis Assets	
Holders known to the Debtors as holding liens on the ~~Transaction~~De Minimis Assets	
Any fees, commissions, disposal costs, or similar expenses to be paid to third parties	
Acquisition cost and date	
Reason for the abandonment	

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

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

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

APPLICANT

Court File No: CL-26-00000050-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT TORONTO

MOTION RECORD OF THE APPLICANT - VOL III
(Plan Confirmation and Recognition of Other Orders, returnable April 30, 2026)

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