Court File No. CL-26-00000050-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

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

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

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

APPLICANT

MOTION RECORD OF THE APPLICANT
(Recognition of Foreign Orders, returnable March 20, 2026)

VOLUME II OF III

March 13, 2026

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Lawyers for the Applicant

TO: SERVICE LIST

Court File No. CL-26-00000050-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

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



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

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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)

OMNIBUS CERTIFICATION OF NO OBJECTION

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"), proposed co-counsel for the above-captioned debtors and debtors-in-possession (the "Debtors").

2. I submit this Certification pursuant to D.N.J. LBR 9013-3(d) regarding the following first day motions filed by the Debtors on February 9, 2026 [Docket Nos. 13, 14, 15, 16,

[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.

17, 19, 20] (the "First Day Motions") and the motions filed by the Debtors on February 11, 2026 [Docket Nos. 85, 86, 87] (the "Second Day Motions," and together with the First Day Motions, the "Motions"):

Motion	Docket No.
Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses; and (II) Granting Related Relief	13
Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Vendors, 503(B)(9) Claimants, and Lien Claimants; (II) Granting Administrative Expense Priority to Undisputed Obligations on Account of Outstanding Orders; and (III) Granting Related Relief	14
Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage and the Surety Standby Letter of Credit Entered into Prepetition and Pay Related Prepetition Obligations and (B) Renew, Supplement, Modify, or Purchase Insurance, Surety Coverage, and Letters of Credit; and (II) Granting Related Relief	15
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Debtors' Motion for Entry of Interim and Final Orders: (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services; (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services; (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests; (IV) Authorizing Fee Payments to the Utility Agents; and (V) Granting Related Relief	17
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Debtors' Motion for Entry of an Order (I) Authorizing the Rejection of Certain Executory Contracts Effective as of the Petition Date and (II) Granting Related Relief	85
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Motion	Docket No.
Debtors' Motion for Entry of an Order Authorizing Employment and Payment of Professionals Utilized in the Ordinary Course of Business	87

3. On February 10, 2026, the Court granted the First Day Motions on an interim basis, scheduled a final hearing on the First Day Motions for March 3, 2026, and ordered that any objections to the First Day Motions be filed and served on or before February 24, 2026, at 4:00 p.m. prevailing eastern time (the "Objection Deadline") [Docket Nos. 62, 63, 64, 69, 70, 71, 72] (the "Interim Orders"). Similarly, the Second Day Motions required that any objections be filed and served no later than seven days before the hearing, or February 24, 2026.

4. The Interim Orders also provide that, if no objections are filed and served by the Objection Deadline, the Court may enter orders approving the relief requested in the First Day Motions on a final basis without further notice or a hearing.

5. To the best of my knowledge, information and belief, no formal objections have been filed to the relief requested in the Motions. The Debtors, however, have incorporated comments received on the final relief requested in the Motions from various parties in interest, including the Official Committee of Unsecured Creditors, the Office of the United States Trustee, landlord constituencies, and surety providers. The revised orders are attached as **Exhibit A** hereto, and the comments received from the various parties in interest are reflected in the applicable redlines collectively attached as **Exhibit B** hereto.

6. The Debtors submit that the orders attached as **Exhibit A** hereto be entered on the docket.

Dated: March 2, 2026

/s/ *Michael D. Sirota*

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Exhibit A

Proposed Orders

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.

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

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

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

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

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

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

3. The Debtors, either directly or through SPARC, as applicable, are authorized, but not directed, to: (a) pay any prepetition or postpetition obligations related to the Compensation and Benefits and any related expenses in cash, including, but not limited to, wages, salaries, commissions, benefits, other compensation and obligations, Reimbursable Expenses, and related amounts on account of the Compensation and Benefits as such amounts come due in the ordinary course of business; (b) continue to administer the Compensation and Benefits in the ordinary course of business; (c) modify, change, add to, supplement, and/or discontinue the Compensation and Benefits in the ordinary course of business, in their sole discretion, without the need for further Court approval, subject to applicable law; and (d) pay all prepetition or postpetition costs and expenses incidental to payment of the Compensation and Benefits obligations, including the Payroll Processor Obligations, and all reasonable administrative and processing costs, in cash as they become due and payable in the ordinary course of business.

4. Pursuant to section 362(d) of the Bankruptcy Code, the automatic stay is modified solely to the extent necessary to allow Employees to proceed with their claims under the Workers' Compensation Programs in the appropriate judicial or administrative forum, and Employees are

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

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

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

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

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

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

3. The Debtors are authorized, but not directed, in their sole discretion and the reasonable exercise of their business judgement, to honor, pay all or part of, and otherwise satisfy and discharge, on a case-by-case basis the Trade Claims on a final basis without further order of this Court.

4. All undisputed obligations related to the Outstanding Orders are granted administrative expense priority in accordance with section 503(b)(1)(A) of the Bankruptcy Code; *provided*, *however*, that the Debtors may terminate any outstanding orders prior to delivery, and any canceled orders shall be subject to the claims adjudication process.

5. The Debtors are authorized, but not directed, to pay all undisputed amounts relating to the Outstanding Orders in the ordinary course of business consistent with the parties' customary practices in effect prior to the Petition Date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit 1

Form Trade Agreement

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

TRADE AGREEMENT

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

Recitals

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

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

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

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

Agreement

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

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

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

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

3. Agreement to Supply.

a. The Supplier shall supply goods to and/or perform services for the Debtors, and the Debtors shall accept and pay for goods and/or services, as applicable, from the Supplier (to the extent the Debtors seeks such goods and/or services), until the Termination Date based on those trade terms at least as favorable to the Debtors as those practices and programs (including credit limits, pricing, cash discounts, the number of days for timing of payments and payment terms, allowances, as may be incorporated or contemplated by any agreements between the Parties or based on historic practice, as applicable, product mix, availability, and other programs) in place in the twelve months prior to the Petition Date, or are otherwise acceptable to the Debtors in light of customary industry practices, except for any partial payments or other payments (or assurances) the Debtors made with respect to any unfinished product, which shall be as follows (the "Customary Trade Terms"):

[●];

[●]; and

[●].

b. "Termination Date" means until the earlier of: (i) the effective date of a chapter 11 plan in the Debtors' chapter 11 cases; (ii) the closing of a sale of all or substantially all of the Debtors' assets pursuant to section 363 of the Bankruptcy Code, resulting in a cessation of the Debtors' business operations; (iii) the liquidation of the Debtors or conversion of the Debtor's chapter 11 cases to cases under chapter 7 of the Bankruptcy Code; (iv) the assignment of the Supplier's contract to a third party; or (v) written agreement of the Debtors.

c. The Customary Trade Terms may not be modified, adjusted, or reduced in a manner adverse to the Debtors except as agreed to in a signed writing by the Parties (email being sufficient).

d. The Supplier shall continue to honor any existing allowances, credits, contractual obligations, or balances that were accrued as of the Petition Date and shall apply all such allowances, credits, or balances towards future orders in the ordinary course of business.

e. The Supplier shall continue all shipments of goods in the ordinary course and shall fill orders for goods requested by the Debtors in the ordinary course of business pursuant to the Customary Trade Terms, and the Debtors shall pay Supplier for the goods shipped pursuant to Customary Trade Terms.

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

4. Other Matters.

a. The Supplier agrees that it shall not require a lump-sum payment upon the effective date of a plan in the Debtors' chapter 11 cases on account of any outstanding administrative claims the Supplier may assert arising from the delivery of postpetition goods or services, to the extent that payment of such claims is not yet due. The Supplier agrees that such claims will be paid in the ordinary course of business after confirmation of a plan pursuant to the Customary Trade Terms then in effect.

b. The Supplier will not separately seek payment from the Debtors on account of any prepetition claim (including, without limitation, any reclamation claim or any claim pursuant to section 503(b)(9) of the Bankruptcy Code) outside the terms of this Trade Agreement or a chapter 11 plan confirmed in the Debtors' chapter 11 cases.

c. The Supplier will not file or otherwise assert against the Debtors, its assets, or any other person or entity or any of their respective assets or property (real or personal) any lien, regardless of the statute or other legal authority upon which the lien is asserted, related in any way to any remaining prepetition amounts allegedly owed to the Supplier by the Debtors arising from prepetition agreements or transactions. Furthermore, if the Supplier has taken steps to file or assert such a lien prior to entering into this Trade Agreement, the Supplier will promptly take all necessary actions to remove such liens and hereby authorizes the Debtors to take any such actions on its behalf.

5. Breach.

a. In the event that the Debtors breach this Trade Agreement by failing to pay the Supplier Payment when due or postpetition invoices pursuant to Customary Trade Terms and such breach remains uncured for three (3) business days following the Supplier's providing notice thereof to the Debtors, the Supplier may cease to provide future goods or services to the Debtors and retain any Supplier Payment received without constituting a breach of this Trade Agreement, and the Supplier shall be automatically provided an administrative claim for any unpaid post-petition goods or services provided pursuant to the terms of this Trade Agreement.

b. In the event that the Supplier fails to satisfy its undisputed obligations arising under this Trade Agreement (a "Supplier Breach"), upon not less than ten (10) days' written notice to the Supplier, the Supplier shall

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

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

6. Notice.

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

If to the Debtors:

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

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

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

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

b. any payments made on account of the Agreed Supplier Claim shall be subject to the terms and conditions of the Critical Vendor Order;

c. if the Supplier refuses to supply goods or services to the Debtors as provided herein or otherwise fails to perform any of its obligations hereunder, the Debtors may exercise all rights and remedies available under the Critical Vendor Order, the Bankruptcy Code, or applicable law; and

d. in the event of disagreement between the Parties regarding whether a breach has occurred and agreement cannot be reached between the Parties, either Party may apply to the Court for a determination of their relative rights, in which event no action may be taken by either Party, including, but not limited to, discontinuing shipment of goods or provision of services, as applicable, from the Supplier to the Debtors, until a ruling of the Court is obtained.

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

9. Miscellaneous.

a. The Parties hereby represent and warrant that: (i) they have full authority to execute this Trade Agreement on behalf of the respective Parties; (ii) the respective Parties have full knowledge of, and have consented to, this Trade Agreement; and (iii) they are fully authorized to bind that Party to all of the terms and conditions of this Trade Agreement.

b. This Trade Agreement sets forth the entire understanding of the Parties regarding the subject matter hereof and supersedes all prior oral or written agreements between them. This Trade Agreement may not be changed, modified, amended, or supplemented, except in a writing signed by both Parties. Moreover, Supplier agrees to vote all claims now or hereafter beneficially owned by Supplier in favor of, and not take any direct or indirect action to oppose or impede confirmation of, any chapter 11 plan proposed by the Debtors on a timely basis in accordance with the applicable procedures set forth in any related disclosure statement and accompanying solicitation materials, and timely return a duly-executed ballot to the Debtors in connection therewith as long as such chapter 11 plan provides for a treatment of any Agreed Supplier Claim that is materially consistent with this Trade Agreement.

c. Signatures by facsimile or electronic signatures shall count as original signatures for all purposes.

d. This Trade Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

e. The Parties hereby submit to the exclusive jurisdiction of the Court to resolve any dispute with respect to or arising from this Trade Agreement.

f. This Trade Agreement shall be deemed to have been drafted jointly by the Parties, and any uncertainty or omission shall not be construed as an attribution of drafting by any Party.

[*Signature Page Follows*]

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

[DEBTOR ENTITY]	**[SUPPLIER]**
/s/ DRAFT	/s/ DRAFT
By: [●]	By: [●]
Title: [●]	Title: [●]
	Address: [●]
	[●]
Date: [●], 2026	Date: [●], 2026

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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

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

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

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

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

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

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

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

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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

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

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

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

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

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

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

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

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

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

Debtors: EDDIE BAUER LLC, et al.
Case No. 26-11422 (SLM)
Caption of Order: Final Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services; (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services; (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, (IV) Authorizing Fee Payments to the Utility Agents; and (V) Granting Related Relief

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

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

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

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

3. Subject to the Adequate Assurance Procedures for resolving Adequate Assurance Requests, the Adequate Assurance Deposit, together with the Debtors' cash on hand and their ability to pay for future Utility Services in the ordinary course of business, shall constitute adequate assurance of future payment as required by section 366(c)(2) of the Bankruptcy Code without prejudice to the rights of Subsequently Identified Utility Providers to seek relief in the future pursuant to section 366(c)(3)(A) of the Bankruptcy Code.

4. The Debtors are authorized to satisfy any prepetition Utility Agent Fees owed to the Utility Agents absent further order of this Court and to continue to utilize the Utility Agents in connection with the administration of the Utility Services on a postpetition basis in the ordinary course of business.

5. The following Adequate Assurance Procedures, outlined below, are hereby approved on a final basis:

   a. Within twenty (20) calendar days of the entry of the Interim Order approving the Debtors' use of cash collateral, the Debtors deposited the Adequate Assurance Deposit of approximately $202,000 calculated in the manner set forth in paragraph 12 of the Motion, in the Adequate Assurance Account.

b. The funds in the Adequate Assurance Account in the amount set forth for each Utility Provider in the column labeled "Proposed Adequate Assurance Amount" on the Utility Providers List attached to the Motion as Exhibit C (as may be amended or modified in accordance with this Final Order), together with the Debtors' cash on hand and their ability to pay for future Utility Services in the ordinary course of business, shall constitute adequate assurance of payment for the purpose of section 366 of the Bankruptcy Code for each Utility Provider.

c. A Utility Provider may request a disbursement from the Adequate Assurance Account if the Debtors have not satisfied their postpetition payment obligation with respect to the Utility Services in accordance with the terms and conditions of such service, and such payment obligation remains unpaid beyond any applicable grace period. No disbursement will be made for an Adequate Assurance Request from the Adequate Assurance Account unless the requesting Utility Provider provides notice to the following parties: (i) the Debtors, Eddie Bauer LLC, 6501 Legacy Drive, Suite B100 Plano, Texas 75024, Attn.: Dawn Wolverton (dawn.wolverton@catalystbrands.com); (ii) proposed co-counsel to the Debtors, (a) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com), Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), and Felice R. Yudkin (fyudkin@coleschotz.com); (iii) the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Fran B. Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov); and (iv) proposed counsel to the Official Committee of Unsecured Creditors, Pachulski Stang Ziehl & Jones LLP, 1700 Broadway, 36th Floor, New York, New York, 10019 Attn. Robert Feinstein (rfeinstein@pszjlaw.com), Brad Sandler (bsandler@pszjlaw.com), and Shirley Cho (scho@pszjlaw.com) (collectively, the "Notice Parties"). The Debtors shall honor such request within ten business days after the date the request is received by the Debtors, subject to the ability of the Debtors and any such requesting Utility Provider

to resolve any dispute regarding such request without the need for further order of this Court. To the extent any Utility Provider receives a disbursement from the Adequate Assurance Account, the Debtors shall replenish the Adequate Assurance Account in the amount so disbursed.

d. A Utility Provider holding a Prepetition Deposit is permitted to maintain its Prepetition Deposit in addition to its right to its applicable allocation of funds in the Adequate Assurance Account; *provided* that the Debtors may reduce the proposed Adequate Assurance Amount with respect to any Utility Provider holding a Prepetition Deposit on a dollar-for-dollar basis by the amount of such Prepetition Deposit such that the proposed Adequate Assurance Amount *plus* such Prepetition Deposit equals approximately one-half of the Debtors' historical monthly cost of Utility Services from such Utility Provider. Such Utility Provider may not, absent a separate order granting relief from section 362 of the Bankruptcy Code following notice and a hearing, apply such Prepetition Deposit to any prepetition amounts that the Debtors owe.

e. The Debtors may reduce or remove a Utility Provider's portion of the Adequate Assurance Deposit with the consent of such Utility Provider at any time during the chapter 11 cases.

f. The portion of the Adequate Assurance Deposit attributable to each Utility Provider (including any additional amount deposited upon request of any applicable Utility Provider) shall be returned to the Debtors (i) automatically, without the need for further order of this Court, upon the earlier of (A) the reconciliation and payment by the Debtors of the Utility Provider's final invoice in accordance with applicable nonbankruptcy law following the Debtors' termination of Utility Services from such Utility Provider, (B) the effective date of any chapter 11 plan confirmed in these chapter 11 cases, (C) the consummation of a sale, pursuant to section 363 of the Bankruptcy Code, of all or substantially all the assets of the Debtors, or (D) the conversion or dismissal of these chapter 11 cases; or (ii) as otherwise ordered by this Court.

g. Any Utility Provider desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance (an "Adequate Assurance Request") on the Notice Parties within thirty (30) days following the Petition Date. Any Utility Provider that

objects to the Debtors' Proposed Adequate Assurance must serve an Adequate Assurance Request on the Notice Parties; *provided* that any Subsequently Identified Utility Provider desiring additional assurance of payment in the form of deposits, prepayments, or otherwise must serve an Adequate Assurance Request on the Notice Parties within fourteen (14) days of service of the Motion and this Final Order.

h. Any Adequate Assurance Request must: (i) be in writing; (ii) identify the location(s) for which the Utility Services are provided and the account number(s) for such location(s); (iii) include a summary of the Debtors' payment history relevant to the affected account(s), including the outstanding balance for each such account and any associated Prepetition Deposits; (iv) provide evidence that the Debtors have a direct obligation to the Utility Provider; (v) certify that the Utility Provider does not already hold a Prepetition Deposit equal to or greater than approximately one-half of the Debtors' historical monthly cost of Utility Services from such Utility Provider; and (vi) explain why the Utility Provider believes the Proposed Adequate Assurance is insufficient under section 366 of the Bankruptcy Code.

i. Unless a Utility Provider timely serves an Adequate Assurance Request in accordance with this Final Order, such Utility Provider shall be (i) deemed to have received adequate assurance of payment in satisfaction of section 366 of the Bankruptcy Code and (ii) prohibited from discontinuing, altering, or refusing utility services, otherwise discriminating against the Debtors on account of any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.

j. Upon the Debtors' receipt of a timely Adequate Assurance Request, the Debtors and the Utility Provider that served such Adequate Assurance Request shall enter a twenty-one-calendar-day (21) period (the "Resolution Period") during which the Debtors may resolve the Utility Provider's Adequate Assurance Request. The Debtors and the Utility Provider may, without notice to any party-in-interest or further order of this Court, extend the Resolution Period by such additional period as they shall mutually agree. During the Resolution Period, the Debtors may, without further order from this Court, resolve any Adequate Assurance Request by mutual agreement with a Utility Provider, and the Debtors may, in connection with any such agreement, provide a Utility Provider with additional adequate

assurance of payment, including, but not limited to, cash deposits, prepayments, or other forms of security if the Debtors believe that such adequate assurance is reasonable.

k. If the Debtors and a Utility Provider that timely serves an Adequate Assurance Request are unable to reach a consensual resolution within the Resolution Period, or if a Utility Provider was omitted from the Utility Providers List and wishes to dispute whether they received adequate assurance of future payment pursuant to the procedures set forth in this Final Order, as required by section 366 of the Bankruptcy Code, the Debtors will request a hearing before this Court at the next regularly scheduled omnibus hearing to determine the adequacy of assurance of payment with respect to that particular Utility Provider (a "Determination Hearing") pursuant to section 366(c)(3) of the Bankruptcy Code.

l. At all times prior to resolution of such dispute at a Determination Hearing and the entry of any Court order as a result thereof, the relevant Utility Provider shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of (i) unpaid charges for prepetition services; (ii) a pending Adequate Assurance Request; or (iii) any objections filed in response to the Proposed Adequate Assurance.

6. The Utility Providers, including those Utility Providers paid by the Debtors' landlords, are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures. Notwithstanding anything to the contrary in this Final Order, nothing in this Final Order affects the rights and obligations of the Debtors or their landlords under section 365 of the Bankruptcy Code with respect to nonresidential real property leases.

7. Absent further order of this Court, all Utility Providers, including those Utility Providers paid by the Debtors' landlords or through the Utility Agents, are prohibited from altering, refusing, or discontinuing services on account of any unpaid prepetition charges, the

commencement of these chapter 11 cases, or any perceived inadequacy of the Proposed Adequate Assurance.

8. The Debtors are authorized to cause the Adequate Assurance Deposit to be held in the Adequate Assurance Account during the pendency of these chapter 11 cases. No liens senior to the interests of the Utility Providers shall encumber the Adequate Assurance Deposit or the Adequate Assurance Account until such time as the Adequate Assurance Deposit is returned to the Debtors pursuant to this Final Order or as otherwise ordered by this Court.

9. The inclusion of any entity in, as well as any omission of any entity from, the Utility Providers List shall not be deemed an admission by the Debtors that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

10. The Debtors are authorized, but not directed, to add or remove parties from the Utility Providers List; *provided* that, if a Utility Provider is removed from the Utility Providers List, the Debtors shall provide the applicable Utility Provider with fourteen (14) calendar days' notice thereof and the opportunity to respond to such removal. To the extent that there is any dispute as to the postpetition amounts owed to a Utility Provider or such Utility Provider's removal, such Utility Provider shall not be removed from the Utility Providers List, and no funds shall be removed from the Adequate Assurance Account on account of such Utility Provider, until such dispute has been resolved. To the extent the Debtors and the Utility Provider are unable to reach a consensual resolution within fourteen days of the Debtors' receipt of notice of such dispute,

the Debtors shall request a hearing before this Court at the next omnibus hearing date or such other date that the Debtor and the Utility Provider may agree.

11. For any Subsequently Identified Utility Provider, the Debtors shall serve such Utility Provider a copy of this Final Order, including the Adequate Assurance Procedures, within two business days of such Subsequently Identified Utility Provider being identified, and provide such Utility Provider fourteen (14) calendar days' notice to object to the inclusion of such Utility Provider on the Utility Providers List. If an objection is received, to the extent the Debtors and the Utility Provider are unable to reach a consensual resolution within fourteen days of the Debtors' receipt of such objection, the Debtors shall request a hearing before this Court at the next omnibus hearing date or such other date that the Debtor and the Utility Provider may agree. The Debtors shall increase the Adequate Assurance Deposit by an amount equal to approximately one-half of the Debtors' historical monthly cost of Utility Services from the Subsequently Identified Utility Provider as soon as possible, but not later than three (3) business days after such Subsequently Identified Utility Provider is identified. The terms of this Final Order and the Adequate Assurance Procedures shall apply to any Subsequently Identified Utility Provider to the same extent as if the Utility Provider was listed on the original Utility Providers List. The Debtors shall supplement Exhibit C to the Motion with the names of any Subsequently Identified Utility Provider and file the same with the Court and serve on the Subsequently Identified Utility Provider, the U.S. Trustee, and any statutory committee(s) appointed in these cases.

12. The relief granted herein is for all Utility Providers providing Utility Services to the Debtors and is not limited to those parties or entities listed on the Utility Providers List.

13. The Debtors are authorized, but not directed, in their discretion, to make payments on account of Utility Services in the ordinary course of business on a postpetition basis.

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

15. Notwithstanding anything in this Final Order, or in the predecessor Interim Order (and together with the Final Order, the "Orders"), to the contrary, nothing set forth in the Orders shall: (a) compel Zurich American Insurance Company or any of its affiliates or subsidiaries (collectively "Zurich") to provide postpetition surety credit to any of the Debtors without Zurich's consent, including an agreement for postpetition surety credit acceptable to Zurich; (b) compel Zurich to consent to the extension, renewal, or continuation in force of any surety bond without its consent, except as applicable bankruptcy and nonbankruptcy law may provide or require prior to

and/or in absence of such Orders; (c) modify, affect, alter, diminish, or reduce the existing rights of Zurich in any collateral it may hold for any surety bonds, including, but not limited to, any letter of credit or the proceeds thereof and the right to draw upon the same according to such letter of credit's applicable terms, in each case, in accordance with the applicable, enforceable underlying agreements without Court approval; and/or (d) modify, affect, alter, diminish, or reduce the existing rights of Zurich under any surety bond, in any written indemnity agreement, and/or in a letter of credit agreement with any entity, or any existing rights or claims arising in favor of Zurich, whether prepetition or postpetition, including, but not limited to, by reason of any written indemnity agreement with any entity or by operation of equitable subrogation. Nothing herein is an admission by Zurich, the Lenders (as defined in the Cash Collateral Order), or the Debtors, or a determination by the Court, regarding any claims under any bonds or indemnity agreements, and all parties reserve any and all rights and defenses in connection therewith.

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

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

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

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

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

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

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

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

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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Proposed Co-Counsel to the Debtors and
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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.

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) MAINTAIN AND ADMINISTER THEIR CUSTOMER PROGRAMS AND (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO AND (II) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through six (6), is **ORDERED**.

Debtors: EDDIE BAUER LLC, *et al.*
Case No. 26-11422 (SLM)
Caption of Order: Final Order (I) Authorizing the Debtors to (A) Maintain and Administer Their Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto and (II) Granting Related Relief

Upon the Debtors' motion (the "Motion")[1] for entry of a final order (this "Final Order"): (a) authorizing, but not directing, the Debtors to (i) maintain and administer their Customer Programs and (ii) honor certain prepetition obligations related thereto; and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

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

3. The Debtors are authorized, but not directed, on a final basis, to: (a) continue to administer the Customer Programs (including, but not limited to, those described in the Motion) currently in effect; (b) honor any undisputed obligations related to the Customer Programs, whether incurred prepetition or postpetition as they come due, in each case in the ordinary course of business; and (c) modify, replace, supplement, or terminate any Customer Program in the ordinary course of business; *provided* that the relief granted in this Final Order shall be subject to, and governed by, the relief granted in and any orders entered in connection with, the Store Closing Motion.

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

5. Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this Final Order granting the relief requested by the Motion is

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

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

7. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized

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

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

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

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

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

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

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.

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) FILE A CONSOLIDATED LIST OF THE DEBTORS' THIRTY LARGEST UNSECURED CREDITORS, (B) FILE A CONSOLIDATED LIST OF CREDITORS IN LIEU OF SUBMITTING A SEPARATE MAILING MATRIX FOR EACH DEBTOR, (C) REDACT CERTAIN CONFIDENTIAL INFORMATION OF CUSTOMERS, (D) REDACT CERTAIN PERSONALLY IDENTIFIABLE INFORMATION OF INDIVIDUALS, AND (E) SERVE CERTAIN PARTIES IN INTEREST BY EMAIL, (II) APPROVING THE FORM AND MANNER OF SERVICE OF THE NOTICE OF COMMENCEMENT, AND (III) GRANTING RELATED RELIEF

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

Debtors:	EDDIE BAUER LLC, *et al.*
Case No.	26-11422 (SLM)
Caption of Order:	Final Order (I) Authorizing the Debtors to (A) File a Consolidated List of the Debtors' Thirty Largest Unsecured Creditors, (B) File a Consolidated List of Creditors in Lieu of Submitting a Separate Mailing Matrix for Each Debtor, (C) Redact Certain Confidential Information of Customers, (D) Redact Certain Personally Identifiable Information of Individuals, and (E) Serve Certain Parties in Interest by Email, (II) Approving the Form and Manner of Service of the Notice of Commencement, and (III) Granting Related Relief

Upon the Debtors' motion (the "Motion")[2] for entry of a final order (this "Final Order"): (a) authorizing, but not directing, the Debtors to (i) file a consolidated list of the Debtors' thirty largest unsecured creditors in lieu of filing separate creditors lists for each Debtor, (ii) file a consolidated list of creditors in lieu of submitting a separate mailing matrix for each Debtor, (iii) redact certain confidential information of customers, (iv) redact certain personally identifiable information of individuals, and (v) serve certain parties in interest by email, (b) approving the form and manner of service of the Notice of Commencement, and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief

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

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

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

3. The Debtors are authorized pursuant to section 105(a) of the Bankruptcy Code, Bankruptcy Rule 1007(d), and Bankruptcy Local Rule 1007-1 to submit a Consolidated Creditor Matrix.

4. The Debtors are authorized to file a single consolidated list of their thirty largest unsecured creditors, *provided* that if any of these chapter 11 cases converts to a case under chapter 7 of the Bankruptcy Code, the applicable Debtor shall file a list of its own top thirty unsecured creditors within fourteen days of such conversion.

5. The Debtors are authorized to file a consolidated list of creditors in the proposed lead case in lieu of filing a separate creditors list and mailing matrix for each Debtor.

6. The Debtors are authorized, on an final basis, pursuant to section 107(b) of the Bankruptcy Code, to redact the names, addresses, and email addresses of their customers from any

filings with this Court or made publicly available in these chapter 11 cases *provided, however,* that the U.S. Trustee reserves all rights with respect to such redactions at a hearing regarding confirmation of a chapter 11 plan, or thereafter, or in connection with a conversion of the Debtors' chapter 11 cases to cases under chapter 7 of the Bankruptcy Code or a dismissal of the chapter 11 cases.

7. The Debtors are authorized, on a final basis, pursuant to section 107(c) of the Bankruptcy Code, to redact on the Consolidated Creditor Matrix, Schedules and Statements, proofs of claim, affidavits of service, or other documents filed with this Court, the home and email addresses, and any other personally identifiable information (not including names) of all natural persons. The Debtors shall provide an unredacted version of the Consolidated Creditor Matrix, Schedules and Statements, and any other filings redacted pursuant to this Final Order to (a) this Court, (b) the U.S. Trustee, (c) counsel to any official committee appointed in these chapter 11 cases, (d) Stretto (as the Claims and Noticing Agent), and (e) any party in interest reasonably related to these chapter 11 cases, upon a request to the Debtors (email being sufficient) or to this Court that represents that the unredacted list will be utilized solely for giving notice in the chapter 11 cases and otherwise maintained in confidence, *provided* that any receiving party shall not transfer or otherwise provide such unredacted document or the information contained therein to any person or entity not party to the request. In each case, this would be subject to a review of whether such disclosure, on a case-by-case basis, would violate the Bankruptcy Code, the

Bankruptcy Rules, the Bankruptcy Local Rules, or any obligation under any privacy or data protection law or regulation. The Debtors shall inform the U.S. Trustee promptly after denying any request for an unredacted document pursuant to this Final Order.

8. Nothing herein precludes a party in interest from filing a motion requesting that this Court unseal the information redacted by this Final Order.

9. The Debtors shall file a redacted version of the Consolidated Creditor Matrix, Schedules and Statements, or other applicable document filed with this Court as well as post it on Stretto's website.

10. Nothing in this Final Order prohibits any party from voluntarily identifying itself in connection with these chapter 11 cases or voluntarily disclosing any of its contact information. Nothing in this Order exempts any party from compliance with Bankruptcy Rule 2019.

11. For the avoidance of doubt, the Debtors shall file an unredacted Consolidated Creditor Matrix under seal with this Court.

12. The Debtors shall cause the Consolidated Creditor Matrix to be made available in readable electronic format (or in non-electronic format) upon reasonable request by parties in interest.

13. The Debtors, through Stretto, are authorized, on a final basis, to serve all pleadings and papers on all parties listed on the Consolidated Creditor Matrix (including via email if available).

14. Nothing in this Final Order shall waive or otherwise limit the service of any document upon or the provision of any notice to any natural person whose personally identifiable information is sealed or redacted pursuant to this Final Order. Service of all documents and notices upon individuals whose personally identifiable information is sealed or redacted pursuant to this Final Order shall be confirmed in the corresponding certificate of service.

15. To the extent a party in interest files a document on the docket in these chapter 11 cases that is required to be served on creditors whose information is under seal pursuant to this Final Order, such party in interest should contact counsel for the Debtors who shall work in good faith, with the assistance of the Claims and Noticing Agent, to effectuate the service on such party's behalf.

16. The Debtors, through their Claims and Noticing Agent, are authorized to serve all pleadings and papers, including, when applicable, the Notice of Commencement, via email. Nothing in this order prevents the Debtors from serving any party by email in addition to the methods of service set forth in Fed. R. Bank. P. 9036. If notice is provided to any of the Debtors' parties in interest by hard copy U.S. first class mail service, such notice need not exceed one page if it includes a website URL that links directly to the document(s) to which such notice relates.

17. Notwithstanding Bankruptcy Rule 2002(a)(2), to the extent applicable, the Debtors may limit service of the Motion only to the core service list and affected creditor. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the

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

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

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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

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

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

ORDER (I) AUTHORIZING THE REJECTION OF CERTAIN EXECUTORY CONTRACTS EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through six (6), is **ORDERED**.

Upon the Debtors' motion (the "Motion")[2] for entry of an order (this "Order"): (a) authorizing the rejection of certain executory contracts identified on **Schedule 1** to this Order; and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

2. Pursuant to section 365 of the Bankruptcy Code, each of the Contracts set forth on **Schedule 1** attached hereto is rejected effective as of the Petition Date (or such other date as agreed upon with the Contract counterparty, the "Rejection Date").

3. The Debtors shall not be liable for any administrative expenses arising after the Rejection Date with respect to the Contracts on the Rejection Schedule.

4. The Debtors may agree with an affected Contract counterparty, through written confirmation (which may be by e-mail through counsel), to alternative Rejection Dates later than the dates set forth in the Rejection Schedule.

5. The Debtors do not waive any claims that they may have against any counterparty to the Contracts, whether such claims arise under, are related to the rejection of, or are independent of the Contracts.

6. Nothing herein shall prejudice the rights of the Debtors to argue that any of the Contracts were terminated prior to the Petition Date or that any claim for damages arising from the rejection of the Contracts is limited to the remedies available under any applicable termination provision of such contract, or that any such claim is an obligation of a third party and not that of the Debtors or their estates.

7. Claims, if any, arising out of the rejection of a Contract must be filed on or before the later of (a) the deadline for filing proofs of claim established in these chapter 11 cases and (b) thirty days after the date of entry of this Order. The Debtors shall serve a copy of this entered order upon the counterparties to the Contracts set forth on **Schedule 1** within one day of entry of this Order. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection of such Contract.

8. Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this Order granting the relief requested by the Motion is intended as or should be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, priority of, or validity of any particular claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a waiver of the obligation of any party in interest to file a proof of claim. Nothing contained in this Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim on account of such claim not being paid.

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

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

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

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

Schedule 1

Rejected Contracts

No.	Counterparty	Debtor	Contract Description	Rejection Effective Date
1.	Stylescape Limited	Eddie Bauer LLC	Renewal Order Form, dated January 1, 2023	Petition Date
2.	Id.me, Inc.	Eddie Bauer LLC	Order Form, dated November 8, 2024	Petition Date
3.	Logistyx Technologies, LLC	Eddie Bauer LLC	Master SaaS Agreement, dated March 29, 2022	Petition Date
4.	Optimizely North America Inc.	Eddie Bauer LLC	Master Subscription Agreement, dated July 31, 2020	Petition Date
5.	PowerReviews, Inc.	Eddie Bauer LLC	Order From, dated September 1, 2025	Petition Date
6.	Salesforce, Inc.	Eddie Bauer LLC	Order Form, dated December 23, 2025	Petition Date
7.	Talon.One GmbH	Eddie Bauer LLC	Master SaaS Agreement, dated April 1, 2021	Petition Date

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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

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

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

ORDER (I) AUTHORIZING AND APPROVING PROCEDURES TO REJECT OR ASSUME EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (II) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through eleven (11), is **ORDERED**.

Debtors: EDDIE BAUER LLC, *et al.*
Case No. 26-11422 (SLM)
Caption of Order: Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases; and (II) Granting Related Relief

Upon the Debtors' motion (the "Motion")[2] for entry of an order (this "Order"): (a) authorizing and approving the Contract Procedures for rejecting, assuming, or assuming and assigning executory contracts and unexpired leases, and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

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

3. The following Rejection Procedures are approved in connection with rejecting Contracts:

a. ***Rejection Notice***. The Debtors shall file a notice substantially in the form attached hereto as **Exhibit 1** (the "Rejection Notice") indicating the Debtors' intent to reject one or more Contracts pursuant to section 365 of the Bankruptcy Code, which Rejection Notice shall set forth, among other things: (i) the Contract(s) to be rejected; (ii) the Debtor or Debtors party to such Contract(s); (iii) the names and addresses of the counterparties to such Contract(s) (each, a "Rejection Counterparty," and collectively, the "Rejection Counterparties"); (iv) in the case of a Contract that is a non-residential real property lease (a "Lease") with respect to one of the Debtors' brick-and mortar retail locations, the store number and address of the affected location, if applicable; (v) the proposed effective date of rejection for such Contract(s) (each, the "Rejection Date"); (vi) if any such Contract is a Lease, the personal property to be abandoned by Debtors (the "Abandoned Property"), if any, and a reasonable description of such Abandoned Property; (vii) if any such Contract is a Lease, any known third party having a secured interest in any remaining property, including personal property, furniture, fixtures, and equipment, located at the leased premises; and (viii) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice may list multiple Contracts in accordance with Bankruptcy Rule 6006. Further, the Rejection Notice shall include the proposed form of order (the "Rejection Order") approving the rejection of the Contracts. No Contract shall be deemed rejected absent entry of an applicable Rejection Order.

b. ***Service of the Rejection Notice***. Within two business days following the filing of a Rejection Notice, the Debtors will cause such Rejection Notice to be served, regardless of the manner and means required for delivery of notices stated in the affected Contract(s): (i) by overnight service or e-mail upon the Rejection Counterparties affected by the Rejection Notice at the notice address provided in the applicable Contract (and upon such Rejection Counterparties' counsel, if known, with e-mail service upon such counsel being sufficient) and all known parties that may have any interest in any applicable Abandoned Property, if any; and (ii) by first-class mail, e-mail, or fax, upon (A) the office of the United States Trustee for the District of New Jersey, Attn: Fran Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov); (B) counsel for the Committee of Unsecured Creditors appointed in these chapter 11 cases (the "Committee"); (C) the Debtors' thirty largest unsecured creditors (on a consolidated basis); (D) the United States Attorney's Office for the District

of New Jersey; (E) the Internal Revenue Service; (F) the office of the attorney general for each of the states in which the Debtors operate; and (G) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Master Notice Parties").

c. ***Objection Procedures***. Parties objecting to a proposed rejection or to the Debtors' proposed abandonment of the Abandoned Property must file and serve a written objection[1] such that it is ***actually received*** by the following parties (collectively the "Objection Service Parties") no later than fourteen days after the date the Debtors file and serve the applicable Rejection Notice (the "Rejection Objection Deadline"):

(i) the Debtors, Eddie Bauer LLC, 6501 Legacy Drive, Suite B100 Plano, Texas 75024, Attn.: Dawn Wolverton (dawn.wolverton@catalystbrands.com); (ii) proposed co-counsel to the Debtors, (A) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com), Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com) and (B) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), and Felice R. Yudkin (fyudkin@coleschotz.com); (iii) the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Fran Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov); (iv) proposed counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 1700 Broadway, 36th Floor, New York, New York, 10019, Attn.: Robert Feinstein (rfeinstein@pszjlaw.com), Brad Sandler (bsandler@pszjlaw.com), and Shirley Cho (scho@pszjlaw.com); and (v) the applicable Rejection Counterparty and their counsel, if known.

d. ***No Objection Timely Filed.*** If no objection or response to the rejection of a particular Contract is timely filed, including, in the case of a Lease, to the proposed abandonment of any Abandoned Property located at the leased premises, if any, the Debtors shall submit a Rejection Order under a certificate of no objection. Once the applicable Rejection Order is entered by this Court, each Contract for which no objection or response was timely filed shall be rejected as of the applicable Rejection Date set forth in the

[1] An objection to the rejection of any particular Contract listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract listed on such Rejection Notice.

applicable Rejection Order or such other date as the Debtors and the applicable Rejection Counterparty agree; *provided*, *however*, that the effectiveness of a rejection of a Lease shall not occur until the latest to occur of (i) the proposed Rejection Date set forth in the applicable Rejection Notice; (ii) the date the Debtors relinquish control of the premises and notify the affected landlord and such landlord's counsel (if any) in writing (e-mail being sufficient) of the Debtors' surrender of the premises and, as applicable, (A) turn over keys, key codes, and/or security codes, if any, to the affected landlord or (B) if such keys, key codes and/or security codes, if any, are not available or providing same would be impractical, notify such affected landlord and such landlord's counsel, if any, in writing (e-mail being sufficient) that the keys, key codes, and security codes, if any, are not available or that providing same would be impractical, but that the landlord may rekey the leased premises; and (iii) such other date to which the Debtors and the applicable Rejection Counterparty have agreed or as this Court may order.

e. ***Unresolved Timely Objections***. If an objection or response to the rejection of a particular Contract, including, in the case of a Lease, to the proposed abandonment of any Abandoned Property located at the leased premises, if any, is timely filed and properly served as specified above and such objection is not withdrawn or otherwise resolved, the Debtors will request a hearing before this Court at the next regularly scheduled omnibus hearing and provide at least seven calendar days' notice of such hearing to the applicable Rejection Counterparty and the other Objection Service Parties. Such Contract will only be deemed rejected upon entry by this Court of a consensual form of Rejection Order resolving the objection as between the objecting party and the Debtors, or if resolution is not reached and/or if such objection is overruled or withdrawn and this Court approves the rejection, such Contract(s) shall be deemed rejected as of the applicable Rejection Date set forth in the Rejection Order entered by this Court.

f. ***Consent Orders***. Any objection may be resolved without a hearing and an agreed Rejection Order may be submitted to this Court for entry by the filing of a joint notice of such resolution by counsel to the Debtors, counsel to the objecting party, and, if different from the objecting party, counsel to the Rejection Counterparty.

g. ***Removal from Schedule***. The Debtors reserve the right to remove any Contract from the schedule to a Rejection Notice at any time prior to the entry of the applicable Rejection Order but shall provide any affected Rejection Counterparty and Service Parties notice of such removal as soon as reasonably practicable after such removal, and in any event no later than

two business days following such removal, *provided* that the Debtors shall not remove any Contract from the schedule to a Rejection Notice after the date the Debtors have relinquished control of the premises and notified the affected landlord and such landlord's counsel (if any) in writing (e-mail being sufficient) of the Debtors' surrender of the premises and, as applicable, (i) turn over keys, key codes, and/or security codes, if any, to the affected landlord or (ii) if such keys, key codes and/or security codes, if any, are not available or providing same would be impractical, notify such affected landlord and such landlord's counsel, if any, in writing (e-mail being sufficient) that the keys, key codes, and security codes, if any, are not available or that providing same would be impractical, but that the landlord may rekey the leased premises.

h. ***No Application of Security Deposits***. To the extent applicable, if the Debtors have deposited monies with a Rejection Counterparty as a security deposit or other arrangement, such Rejection Counterparty may not set off, recoup, draw on, apply, or otherwise use such security deposit or other arrangement without the prior approval of this Court, unless the Debtors and the applicable Rejection Counterparty otherwise agree. If the Debtors agree, no further order shall be necessary to effectuate the setoff.

i. ***Abandoned Property***. The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Lease. The Rejection Counterparty may not interfere with Debtors' removal of any of the Debtors' personal property prior to the Rejection Date. The Debtors shall generally describe any Abandoned Property in the Rejection Notice and their intent to abandon such property; *provided*, *however*, that Abandoned Property shall not include any hazardous materials or personally identifiable information. Absent a timely objection, all of the Debtors' personal property located on the Debtors' leased premises on the Rejection Date of the applicable Lease, unless otherwise agreed by the Debtors and the applicable Rejection Counterparty, shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, free and clear of all liens, claims, encumbrances or interests, effective as of the Rejection Date. Prior to the Rejection Date, the Debtors shall use their best efforts to notify the owners or lessors of leased property of the location at which such leased property may be retrieved. As of the Rejection Date, landlords may, in their sole discretion and without further notice to any party or order of this Court, utilize and/or dispose of such Abandoned Property without further notice or liability to the Debtors or third parties, and to the extent applicable, the automatic stay is modified to allow such disposition.

j. ***Proofs of Claim***. Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (i) the deadline for filing proofs of claim established in these chapter 11 cases, if any, and (ii) thirty days after the later to occur of (A) the effective date of such rejection and (B) the date the Rejection Order is entered. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases or otherwise.

4. The following Assumption Procedures are approved in connection with assuming, or assuming and assigning, Contracts:

a. ***Assumption Notice***. The Debtors shall file a notice substantially in the form attached hereto as Exhibit 2 (the "Assumption Notice") indicating the Debtors' intent to assume one or more Contracts pursuant to section 365 of the Bankruptcy Code, which Assumption Notice shall set forth, among other things: (i) the Contract(s) to be assumed; (ii) the Debtor or Debtors party to such Contract(s); (iii) the names and addresses of the counterparties to such Contract(s) (each, an "Assumption Counterparty," and collectively, the "Assumption Counterparties"); (iv) in the case of a Lease with respect to one of the Debtors' brick-and mortar retail locations, the store number and address of the affected location, if applicable; (v) the identity of any proposed assignee of such Contract(s) (the "Assignee"), if applicable; (vi) the effective date of the assumption for each such Contract (the "Assumption Date"); (vii) the proposed cure amount, if any, for each such Contract; (viii) a general description of any material amendments to the Contract(s) made with the prior consent and written agreement of the applicable Assumption Counterparty outside of the ordinary course of business; and (ix) the deadlines and procedures for filing objections to the Assumption Notice (as set forth below). The Assumption Notice may list multiple Contracts in accordance with Bankruptcy Rule 6006. Further, the Assumption Notice shall include the proposed form of order (the "Assumption Order") approving the assumption of the Contracts. No Contract shall be deemed assumed absent entry of an applicable Assumption Order.

b. ***Service of the Assumption Notice***. Within two business days following the filing of an Assumption Notice, the Debtors will cause such Assumption Notice to be served, regardless of the manner and means required for delivery of notices stated in the affected Contract(s): (i) by overnight service or e-mail upon the Assumption Counterparties affected by the

Assumption Notice and each Assignee, if applicable, at the notice address provided in the applicable Contract (and upon the Assumption Counterparties' counsel, if known, with e-mail service upon such counsel being sufficient) and (ii) by first-class mail, e-mail, or fax, upon the Master Notice Parties.

c. ***Adequate Assurance Information***. If the Debtors propose to assume or assume and assign a Lease, the Debtors shall serve the Assumption Counterparties with evidence of adequate assurance of future performance concurrently with the Assumption Notice or as soon as reasonably practicable thereafter (the "Adequate Assurance Information").

d. ***Objection Procedures***. Parties objecting to a proposed assumption, or assumption and assignment (including as to the proposed cure amount), as applicable, of a Contract must file and serve a written objection[2] such that it is ***actually received*** by the Objection Service Parties (a) in the case of a Lease, no later than fourteen days after the date the Debtors serve the applicable Assumption Counterparties with the Adequate Assurance Information; and (b) in the case of a Contract other than a Lease, no later than fourteen days after the date the Debtors file and serve the applicable Assumption Notice ((a) and (b), collectively, the "Assumption Objection Deadline").

e. ***No Objection Timely Filed***. If no objection or response to the assumption of any particular Contract is timely filed, the Debtors shall submit an Assumption Order under a certificate of no objection. Once the applicable Assumption Order is entered by this Court, each Contract for which no objection or response was timely filed shall be assumed as of the applicable Assumption Date set forth in the applicable Assumption Order or such other date as the Debtors and the applicable Assumption Counterparty agrees, and the proposed cure amount shall be binding on all counterparties to such Contract and no amount in excess thereof shall be paid for cure purposes; *provided* that the Assumption Date for a Lease shall not occur earlier than the date of entry of the Assumption Order.

f. ***Unresolved Timely Objections***. If an objection to the assumption or assumption and assignment of any Contract(s) listed in the applicable Assumption Notice is timely filed and properly served as specified above and such objection is not withdrawn or otherwise resolved, the Debtors will request a hearing before this Court at the next regularly scheduled omnibus

[2] An objection to the assumption of any particular Contract listed on an Assumption Notice shall not constitute an objection to the assumption of any other Contract listed on such Assumption Notice.

hearing and provide at least seven calendar days' notice of such hearing to the applicable Assumption Counterparty and the other Objection Service Parties. Such Contract will only be deemed assumed upon entry by this Court of a consensual form of Assumption Order resolving the objection as between the objecting party and the Debtors, or if resolution is not reached and/or if such objection is overruled or withdrawn and this Court approves the assumption, such Contract shall be assumed or assumed and assigned as of the applicable Assumption Date set forth in the Assumption Order entered by this Court.

g. ***Consent Orders***. Any objection may be resolved without a hearing and an agreed Assumption Order may be submitted to this Court for entry by the filing of a joint notice of such resolution by counsel to the Debtors, counsel to the objecting party, and, if different from the objecting party, counsel to the Assumption Counterparty.

h. ***Removal from Schedule***. The Debtors reserve the right to remove any Contract from the schedule to an Assumption Notice at any time prior to the entry of the applicable Assumption Order but shall provide any affected Assumption Counterparty and Service Parties notice of removal of any Contract from the Assumption Notice as soon as reasonably practicable after such removal, and in any event no later than two business days following such removal.

5. Approval of the Contract Procedures and this Order will not prevent the Debtors from seeking to reject, assume, or assume and assign a Contract by separate motion or pursuant to a chapter 11 plan.

6. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract is expired or terminated and is no longer an executory contract or unexpired lease, respectively.

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

8. The fourteen-day stay required of any assignment of any Contract pursuant to Bankruptcy Rule 6006(d) is hereby waived.

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

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion, the Rejection Notices, and the Assumption Notices.

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

Exhibit 1

Proposed Rejection Notice

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

NOTICE OF REJECTION OF CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES

PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 2 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.

PLEASE TAKE NOTICE that on [●], 2026, the United States Bankruptcy Court for the District of New Jersey (the "Court") entered an order on the motion (the "Motion")[2] of debtors and debtors in possession (the "Debtors") (a) authorizing and approving procedures for rejecting

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

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

or assuming, or assuming and assigning, executory contracts and unexpired leases; and (b) granting related relief [Docket No. [●]] (the "Procedures Order") attached hereto as **Schedule 1**.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Procedures Order and by this written notice (this "Rejection Notice"), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 2** attached hereto is hereby rejected effective as of the date (the "Rejection Date") set forth in **Schedule 2**, or such other date as the Debtors and the applicable counterparty or counterparties to any such Contract agree.

PLEASE TAKE FURTHER NOTICE that parties seeking to object to the proposed rejection of any of the Contracts or the proposed abandonment of any property must within fourteen days of the filing of this Notice (i) file a written objection[3] with the Court on the docket of the Debtors' chapter 11 cases and (ii) serve such objection on the following parties (collectively, the "Objection Service Parties") so that such objection is ***actually received*** by the Objection Service Parties no later than seven calendar days following the expiration of the Resolution Period (the "Rejection Objection Deadline"): (a) the Debtors, Eddie Bauer LLC, 6501 Legacy Drive, Suite B100 Plano, Texas 75024, Attn.: Dawn Wolverton (dawn.wolverton@catalystbrands.com); (b) proposed co-counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com), Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com) and (ii) Cole

[3] An objection to the rejection of any particular Contract listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract listed on such Rejection Notice.

Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), and Felice R. Yudkin (fyudkin@coleschotz.com); (c) the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Fran Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov); (d) proposed counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 1700 Broadway, 36th Floor, New York, New York, 10019, Attn.: Robert Feinstein (rfeinstein@pszjlaw.com), Brad Sandler (bsandler@pszjlaw.com), and Shirley Cho (scho@pszjlaw.com); and (e) the applicable Rejection Counterparty and their counsel, if known. Only those responses that are timely filed, served, and received will be considered at any hearing.

PLEASE TAKE FURTHER NOTICE that if no objection or response to the rejection of a particular Contract is timely filed, the Debtors shall submit a Rejection Order under a certificate of no objection. Each Contract for which no objection or response was timely filed shall be rejected as of the applicable Rejection Date set forth set forth on **Schedule 2** attached hereto or such other date as the Debtors and the applicable Rejection Counterparty agree; *provided, however*, that the Rejection Date for a rejection of a lease of nonresidential real property shall not occur until the latest to occur of (i) the proposed Rejection Date set forth on **Schedule 2** attached hereto; (ii) the date the Debtors relinquish control of the premises and notify the affected landlord and such landlord's counsel (if any) in writing (e-mail being sufficient) of the Debtors' surrender of the premises and, as applicable, (a) turn over keys, key codes, and/or security codes, if any, to the affected landlord or (b) if such keys, key codes and/or security codes, if any, are not available or providing same would be impractical, notify such affected landlord and such landlord's counsel, if any, in writing (e-mail being sufficient) that the keys, key codes, and security codes, if any, are

not available or that providing same would be impractical, but that the landlord may rekey the leased premises; and (c) such other date to which the Debtors and the applicable Rejection Counterparty have agreed or as the Court may order.

PLEASE TAKE FURTHER NOTICE that if, a Rejection Counterparty timely files and properly serves an objection to a Rejection Notice as specified above and such objection is not withdrawn or otherwise resolved, the Debtors will request a hearing before the Court at the next regularly scheduled omnibus hearing and shall provide at least seven calendar days' notice of such hearing to the applicable Rejection Counterparty and the other Objection Service Parties. Such Contract will only be deemed rejected upon entry by the Court of a consensual form of Rejection Order resolving the objection as between the objecting party and the Debtors, or if resolution is not reached and/or if such objection is overruled or withdrawn, such Contract(s) shall be deemed rejected as of (a) the applicable Rejection Date set forth on **Schedule 2** attached hereto, (b) such other date to which the Debtors and the applicable Rejection Counterparty agree, or (c) such date as ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Procedures Order, if the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, the Contract counterparty may not set off, recoup, draw on, apply, or otherwise use such security deposit or other arrangement, without further order of the Court, unless the Debtors and the applicable counterparty or counterparties to such Contracts otherwise agree.

PLEASE TAKE FURTHER NOTICE that, absent timely objection, any property of the Debtors that is listed and described in **Schedule 2** attached hereto shall be deemed abandoned as of the Rejection Date.

PLEASE TAKE FURTHER NOTICE that, to the extent you wish to assert a claim with respect to rejection of your Contract or Contracts, you must do so by the later of (a) the deadline for filing proofs of claim established in these chapter 11 cases, if any, and (b) thirty days after the later to occur of (i) the Rejection Date and (ii) the date the Rejection Order is entered. IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (A) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (B) VOTING ON ANY CHAPTER 11 PLAN OF REORGANIZATION FILED IN THESE CASES ON ACCOUNT OF SUCH CLAIM, AND (C) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

[*Remainder of Page Intentionally Left Blank*]

Dated: [●], 2026

/s/ *DRAFT*

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Schedule 1

Procedures Order

Schedule 2

Rejected Contracts

Store Number	Contract to Be Rejected	Rejection Counterparty	Description of Contract[1]	Abandoned Property	Rejection Date

[1] The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

Schedule 3

Proposed Rejection Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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

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

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

[NUMBER] ORDER APPROVING THE REJECTION OF CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES AND THE ABANDONMENT OF CERTAIN PERSONAL PROPERTY, IF ANY

The relief set forth on the following pages, numbered three (3) through five (5), is

ORDERED.

Debtors: EDDIE BAUER LLC, *et al.*
Case No. 26-11422 (SLM)
Caption of Order: [Number] Order Approving the Rejection of Certain Executory Contracts and/or Unexpired Leases and the Abandonment of Certain Personal Property, If Any

Upon the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No.___] (the "Procedures Order")[1] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the matter in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having properly filed and served a Rejection Notice on each applicable party as set forth in the rejection schedule attached hereto as **Exhibit 1** (the "Rejection Schedule") in accordance with the terms of the Procedures Order; and no timely objections having been filed to the rejection of such Contracts; and due and proper notice of the Procedures Order and the Rejection Notice having been provided to each applicable Rejection Counterparty as set forth in the Rejection Schedule such that no other notice need be provided; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Contracts listed on the Rejection Schedule attached hereto as **Exhibit 1** are rejected under section 365 of the Bankruptcy Code effective as of the later of the applicable Rejection Date or such other date as the Debtors and the applicable Rejection Counterparty agree; *provided, however*, that the effectiveness of a rejection of a Lease shall not occur until the latest to

[1] Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Procedures Order.

occur of (a) the proposed Rejection Date set forth on **Exhibit 1**; (b) the date the Debtors relinquish control of the premises and notify the affected landlord and such landlord's counsel (if any) in writing (e-mail being sufficient) of the Debtors' surrender of the premises and, as applicable, (i) turn over keys, key codes, and/or security codes, if any, to the affected landlord or (ii) if such keys, key codes and/or security codes, if any, are not available or providing same would be impractical, notify such affected landlord and such landlord's counsel, if any, in writing (e-mail being sufficient) that the keys, key codes, and security codes, if any, are not available or that providing same would be impractical, but that the landlord may rekey the leased premises; and (c) such other date to which the Debtors and the applicable Rejection Counterparty have agreed or as this Court may order.

2. The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Lease. The Rejection Counterparty may not interfere with Debtors' removal of any of the Debtors' personal property prior to the Rejection Date. For the avoidance of doubt, unless otherwise agreed and absent any sustained objection as it relates to property at a particular premises, all property located on the Debtors' leased premises on the Rejection Date of the applicable Lease shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date, *provided, however*, that the Debtors shall not abandon and shall remove all hazardous materials and known personally identifiable information prior to the Rejection Date. As of the Rejection Date, landlords may, in their sole discretion and without further notice to any party or order of this Court, utilize and/or

dispose of such property, free and clear of all liens, claims, and encumbrances, effective as of the Rejection Date, without further notice or liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

3. Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (a) the deadline for filing proofs of claim established in these chapter 11 cases, if any, and (b) thirty days after the later to occur of (i) the effective date of such rejection and (ii) the date the Rejection Order is entered. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from such rejection and from participating in any distributions on account of such claim that may be made in connection with these chapter 11 cases or otherwise.

4. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order and the rejection without further order from this Court.

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

Exhibit 2

Proposed Assumption Notice

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

NOTICE OF ASSUMPTION OF CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES

PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 2 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.

PLEASE TAKE NOTICE that on [●], 2026, the United States Bankruptcy Court for the District of New Jersey (the "Court") entered an order on the motion (the "Motion")[2] of debtors and debtors in possession (the "Debtors") (a) authorizing and approving procedures for rejecting

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

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

or assuming, or assuming and assigning, executory contracts and unexpired leases; and (b) granting related relief [Docket No. [●]] (the "Procedures Order") attached hereto as **Schedule 1**.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Procedures Order and by this written notice (this "Assumption Notice"), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 2** attached hereto is hereby assumed (including as amended) or assumed (including as amended) and assigned, as applicable, effective as of the date (the "Assumption Date") set forth in **Schedule 2**, or such other date as the Debtors and the counterparty or counterparties to any such Contract agree.

PLEASE TAKE FURTHER NOTICE that the Debtor or Assignee, as applicable, has the financial wherewithal to meet all future obligations under the Contract, and, to the extent the Debtors seek to assume or assume and assign a Lease, the Debtors will serve evidence of adequate assurance of future performance with this Assumption Notice demonstrating that the Debtor or Assignee, as applicable, has the ability to comply with the requirements of adequate assurance of future performance.

PLEASE TAKE FURTHER NOTICE that parties that wish to object to a proposed assumption, or assumption and assignment, must file and serve such objection on the following parties (collectively, the "Assumption Service Parties") so that such objection is ***actually received*** by the Objection Service Parties (a) in the case of a Lease, no later than fourteen days after the date the Debtors serve the applicable Assumption Counterparties with Adequate Assurance Information; and (b) in the case of a Contract other than a Lease, no later than fourteen days after the date the Debtors file and serve the applicable Assumption Notice ((a) and (b), collectively, the "Assumption Objection Deadline"): (a) the Debtors, Eddie Bauer LLC, 6501 Legacy Drive, Suite

B100 Plano, Texas 75024, Attn.: Dawn Wolverton (dawn.wolverton@catalystbrands.com); (b) proposed co-counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com), Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com) and (ii) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), and Felice R. Yudkin (fyudkin@coleschotz.com); (c) the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Fran Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov); (d) the Committee, c/o proposed counsel, Pachulski Stang Ziehl & Jones LLP, 1700 Broadway, 36th Floor, New York, New York, 10019 Attn: Robert Feinstein (rfeinstein@pszjlaw.com), Brad Sandler (bsandler@pszjlaw.com), and Shirley Cho (scho@pszjlaw.com); and (e) the applicable Assumption Counterparty and their counsel, if known. Only those responses that are timely filed, served, and received will be considered at any hearing.

PLEASE TAKE FURTHER NOTICE that if no objection or response to the assumption of any Contract is timely filed, the Debtors shall file an Assumption Order under a certificate of no objection. Each Contract shall be assumed as of the Assumption Date set forth in **Schedule 2** attached hereto or such other date as the Debtors and the applicable Assumption Counterparties agree, and the proposed cure amount shall be binding on all counterparties to such Contract.[3]

[3] An objection to the assumption of any particular Contract or cure amount listed in this Assumption Notice shall not constitute an objection to the assumption of any other contract or lease listed in this Assumption Notice. Any objection to the assumption of any particular Contract or cure amount listed in this Assumption Notice must state with specificity the Contract to which it is directed. For each particular Contract whose assumption is not timely or properly objected to, such assumption will be effective in accordance with this Assumption Notice and the Procedures Order.

PLEASE TAKE FURTHER NOTICE that the proposed cure amounts for contracts proposed to be assumed pursuant to the Assumption Notice are set forth in **Schedule 2** attached hereto. If a written objection to the proposed cure amount is not timely filed, then the cure amount shall be binding on all parties, and no amount in excess thereof shall be paid for cure purposes.

PLEASE TAKE FURTHER NOTICE that if, an Assumption Counterparty timely files and properly serves an objection to the assumption of a Contract set forth on **Schedule 2** as specified above and such objection is not withdrawn or otherwise resolved, the Debtors will request a hearing before the Court at the next regularly scheduled omnibus hearing and shall provide at least seven calendar days' notice of such hearing to the applicable Assumption Counterparty and the other Assumption Service Parties. Such Contract will only be deemed assumed upon entry by the Court of a consensual form of Assumption Order resolving the objection as between the objecting party and the Debtors, or if resolution is not reached and/or if such objection is overruled or withdrawn, such Contract shall be assumed as of the applicable Assumption Date set forth in the Assumption Order entered by the Court.

[*Remainder of Page Intentionally Left Blank*]

Dated: [●], 2026

/s/ *DRAFT*

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Schedule 1

Procedures Order

Schedule 2

Assumed Contracts

Store Number	Contract to Be Assumed	Assumption Counterparty	Proposed Assignee, If Any	Description of Contract[1]	Amendments to Contract	Cure Amount	Assumption Date

[1] The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

Schedule 3

Proposed Assumption Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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

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

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

[NUMBER] ORDER APPROVING THE ASSUMPTION AND/OR ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES

The relief set forth on the following pages, numbered three (3) through seven (7), is

ORDERED.

Debtors: EDDIE BAUER LLC, *et al.*
Case No. 26-11422 (SLM)
Caption of Order: [Number] Order Approving the Assumption or Assumption and Assignment of Certain Executory Contracts and/or Unexpired Lease

Upon the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No.___] (the "Procedures Order")[1] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the matter in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having properly filed and served an Assumption Notice on each applicable party as set forth in the assumption schedule attached hereto as **Exhibit 1** (the "Assumption Schedule") in accordance with the terms of the Procedures Order; and no timely objections having been filed to the assumption of such Contracts; and due and proper notice of the Procedures Order and the Assumption Notice having been provided to each applicable Assumption Counterparty as set forth in the Assumption Schedule such that no other notice need be provided; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Debtors are authorized to assume or assume and assign the Contracts listed on **Exhibit 1**. The Contracts, as amended with the prior consent and written agreement of the applicable Assumption Counterparty, if applicable, are hereby deemed to be assumed or assumed and assigned by the Debtors pursuant to section 365(a) of the Bankruptcy Code effective as of the Assumption Date set forth on **Exhibit 1**.

[1] Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Procedures Order.

2. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the assignment of any Contract listed on **Exhibit 1** shall: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds of any such Contract in the same order and priority subject to all existing defenses, claims, setoffs, and rights) and (ii) all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guaranties of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims and encumbrances that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contract(s) in connection with the assignment by the Debtor to the Assignee), *provided*, *however*, that any such assignment shall not be free and clear of any accrued but unbilled or not due rent and charges under a lease of non-residential real property (a "Lease"), including adjustments, reconciliations and indemnity obligations, liability for which shall be assumed by the Debtors or the applicable Assignee, as agreed by and among the Debtors and the applicable Assignee; and (b) constitute a legal, valid, and effective transfer of such Contract(s) and vest the applicable Assignee with all rights, titles, and interests to the applicable Contract. For the avoidance of doubt, all provisions of and obligations under the applicable assigned Contract, including any provision limiting assignment, shall be binding on the applicable Assignee.

3. With respect to any Contracts listed on **Exhibit 1** that are Leases, nothing in this Order is intended to waive any responsibility of any applicable Assignee to any obligations and liabilities arising under such Lease or any provision of such Lease, including any

encumbrances, covenants, agreements, or rights applicable to such Lease that may limit or condition the use or lease of real property, such as, to the extent applicable, easements, reciprocal easement agreements, redevelopment agreements, covenants, licenses, or permits, that, in each case, are not executory and run with the land under applicable law, including the Bankruptcy Code. Nothing in this Order is intended to waive any responsibility of any applicable Assignee to assume a Lease subject to all its terms, including, to the extent applicable, responsibility for accrued or accruing but not yet due or unbilled obligations or liabilities such as, without limitation, any adjustments or reconciliations for royalties, percentage rents, common area or other maintenance charges, insurance, promotional funds, taxes, utilities, fees or other charges or percentage rents, arising under the applicable Lease, which obligations shall, unless otherwise agreed among the parties, be paid or performed when due in the ordinary course of business in accordance with the terms and conditions of the applicable Lease, regardless of whether such obligations are attributable to the period before or after the applicable assignment date of the applicable Lease.

4. Subject to and conditioned upon the occurrence of a closing with respect to the assumption and assignment of any Contract, and subject to the other provisions of this Order, the Debtors are hereby authorized in accordance with sections 365(b) and (f) of the Bankruptcy Code to (a) assume and assign to the Assignees the applicable Contracts identified on **Exhibit 1**, with any such applicable Assignee being responsible only for the post-assignment liabilities or defaults under the applicable Contracts, except as otherwise provided for in this Order or as agreed between the Debtors and the applicable Assumption Counterparty, and (b) execute and deliver to any such applicable Assignee such assignment documents as may be reasonably necessary to sell, assign, and transfer any such Contract. For the avoidance of doubt, with respect to the assumption and

assignment of a Lease, nothing in this Order shall (a) alter or affect the Debtors' obligations (including payment obligations) to comply with section 365(d)(3) of the Bankruptcy Code until the effective date of an applicable assignment or (b) alter or modify the rights of any lessor or other counterparty to such Lease with respect to the Debtors until the effective date of an applicable assignment.

5. The Debtors' right to assert that any provisions in any Contract listed on **Exhibit 1** that expressly or effectively restrict, prohibit, condition, or limit the assignment of or the effectiveness of such Contract to an Assignee are unenforceable anti-assignment or *ipso facto* clauses is fully reserved, and the Assumption Counterparties' rights to respond and/or object are fully reserved.

6. Except as otherwise provided herein or unless otherwise agreed, the Assignee (if applicable) shall have no liability or obligation with respect to defaults relating to the assigned Contracts arising, accruing, or relating to a period prior to the applicable Assumption Date.

7. The Debtors are hereby authorized, pursuant to section 363(b) of the Bankruptcy Code, to enter into the consensual amendments as set forth in the Assumption Notice.

8. The fourteen-day stay required of any assignment of any Contract pursuant to Bankruptcy Rule 6006(d) is hereby waived.

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

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

11. This Court retains jurisdiction with respect to all matters arising from or related

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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

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

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

ORDER AUTHORIZING EMPLOYMENT AND PAYMENT OF PROFESSIONALS UTILIZED IN THE ORDINARY COURSE OF BUSINESS

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

Upon the Debtors' motion (the "Motion")[2] for entry of an order (this "Order"): (a) authorizing, but not directing, the Debtors to (i) retain Ordinary Course Professionals (which includes both Initial Ordinary Course Professionals and Additional Ordinary Course Professionals) without the necessity of a separate, formal retention application approved by this Court for each Ordinary Course Professional, and (ii) pay each Ordinary Course Professional for postpetition services rendered and expenses incurred, including, if necessary, advancing any reasonable postpetition retainer to the Ordinary Course Professional, subject to certain limits set forth below, without the necessity of additional court approval; and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any,

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

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

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

3. The Debtors are authorized, but not directed, to employ and retain the Ordinary Course Professionals listed on **Exhibit 1** attached hereto (the "Initial Ordinary Course Professionals"), and any Additional Ordinary Course Professional (as defined in the Motion and in this Order, and collectively with the Initial Ordinary Course Professionals, the "Ordinary Course Professionals"), without the need to file individual retention applications or obtain retention orders for each such Ordinary Course Professional. The Debtors are further authorized, but not directed, to pay such Ordinary Course Professionals' fees, including, if necessary, advancing any reasonable postpetition retainer to the Ordinary Course Professional, and reimburse expenses incurred pursuant to the terms of this Order. Such authorizations are effective as of the Petition Date or the applicable date of engagement.

4. Within seven days after the date of entry of this Order, the Debtors shall serve this Order upon each Initial Ordinary Course Professional. Thereafter, by the date which is thirty days after the later of (a) the date of entry of this Order or (b) the date on which each retained Initial Ordinary Course Professional commences services for the Debtors, each Initial Ordinary Course Professional shall provide to the Debtors and the Debtors' counsel a Declaration pursuant to section 1746 of title 28 of the United States Code, substantially in the form attached hereto as

Exhibit 2, for filing with the Court and service (via e-mail) upon (a) proposed co-counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com); (b) proposed co-counsel to the Debtors, Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota, Esq. (msirota@coleschotz.com), Warren A. Usatine, Esq. (wusatine@coleschotz.com), and Felice R. Yudkin, Esq. (fyudkin@coleschotz.com); (c) counsel to the Prepetition ABL Administrative Agent, Otterbourg P.C., 230 Park Avenue, New York, NY 10169, Attn.: Daniel F. Fiorillo (dfiorillo@otterbourg.com); (e) counsel to the Consenting Prepetition Term Loan Agent, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036, Attn.: Gregg Galardi (gregg.galardi@ropesgray.com); (f) counsel to the Prepetition Subordinated Loan Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, Massachusetts 02110, Attn.: Mark Silva (msilva@choate.com); (g) the U.S. Trustee, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Fran B. Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov); and (h) proposed counsel to the Official Committee of Unsecured Creditors, Pachulski Stang Ziehl & Jones LLP, 1700 Broadway, 36th Floor, New York, New York 10019 Attn.: Robert Feinstein (rfeinstein@pszjlaw.com), Brad Sandler (bsandler@pszjlaw.com), and Shirley Cho (scho@pszjlaw.com) (collectively, the "Notice Parties"). Each Ordinary Course Professional shall also complete and return the Retention Questionnaire, substantially in the form attached hereto as **Exhibit 3**, and serve the same (via e-mail) upon the Notice Parties.

5. The Debtors are authorized, without need for further hearing or order from the Court, to employ and retain ordinary course professionals not currently listed on **Exhibit 1** (the "Additional Ordinary Course Professionals") by filing with the Court, and serving on the Notice Parties, a supplement to **Exhibit 1** (the "Supplemental List"), listing the name of the Additional Ordinary Course Professional, together with a brief description of the services to be rendered and the applicable Monthly Fee Cap, serving a copy of both the Supplemental List and the Retention Questionnaire on the Notice Parties, and by otherwise complying with the terms of this Order. Such authorization is effective retroactive to the date of filing the Supplemental List or the applicable date of engagement. Each Additional Ordinary Course Professional shall file a Declaration within thirty days of the filing of such Supplemental List, and the Debtors shall file such documentation with the Court and serve a copy on the Notice Parties.

6. The Notice Parties shall have fourteen days after the later of (a) the entry of this Order, (b) the service of any Declaration, or (c) the service of any Retention Questionnaire (the "Objection Deadline") to object to the retention of any Ordinary Course Professional. Any such objections shall be filed with the Court and served upon the Notice Parties and the Ordinary Course Professional subject to such objection by the Objection Deadline. If any objection cannot be resolved or withdrawn within fourteen days after service (or on such earlier date as determined by the Debtors in their discretion), upon request by the Debtors, such objection shall be scheduled for hearing before the Court on the next regularly scheduled omnibus hearing date or such other date that may be agreeable to the Ordinary Course Professional, the Debtors, and the objecting party. If no objection is received on or before the Objection Deadline, or if any submitted objection is timely withdrawn or resolved, the Debtors shall be authorized to retain the Ordinary Course

Professional as a final matter without further order of the Court, effective as of the Petition Date or the applicable date of engagement.

7. The Debtors shall not pay any fees or reimburse any expenses (nor shall any Ordinary Course Professional draw down any previously provided retainer) to any Ordinary Course Professional unless: (a) the Ordinary Course Professional has submitted its Declaration and such Declaration has been filed with the Court and, along with the Retention Questionnaire, served on the Notice Parties; (b) the Objection Deadline has expired; and (c) no timely objection is pending. If a timely objection is received, no payment shall be made until such objection is either resolved, withdrawn, or otherwise overruled by the Court.

8. The Debtors shall pay each Ordinary Course Professional retained in accordance with the procedures outlined above 100 percent of the fees and expenses incurred with respect to postpetition services, upon the submission to, and approval by, the Debtors of an appropriate invoice setting forth in reasonable detail the nature of the services rendered and expenses actually incurred during the month, without prejudice and subject to the Debtors' rights to dispute any such invoices in the ordinary course; *provided*, *however*, that each Ordinary Course Professional's total compensation and reimbursement shall not exceed the Monthly Fee Cap set forth in **Exhibit 1** or in any Supplemental List, as applicable, on average over any rolling three-month period.

9. The Debtors shall have the authority, in their discretion, to change the Monthly Fee Cap applicable to any given Ordinary Course Professional upon five calendar days' notice to the Notice Parties.

10. If an Ordinary Course Professional's fees and expenses exceed the Monthly Fee Cap over any rolling three-month period, such Ordinary Course Professional shall file a fee

application on account of the amount over the applicable limit and apply for compensation and reimbursement of such amount in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, the Local Rules, the U.S. Trustee Fee Guidelines (as defined below), and any other procedures and orders of the Court. Such applicable Ordinary Course Professional shall be entitled to interim payment of its requested fees and expenses up to the Monthly Fee Cap pending the Court's allowance of those requested fees and expenses in excess of the Monthly Fee Cap.

11. Within thirty days after the end of, and with respect to, each full three-month period after entry of this Order, the Debtors shall serve upon the Notice Parties a summary statement that includes the following information for each Ordinary Course Professional: (a) the name of the Ordinary Course Professional; (b) the aggregate amounts paid as compensation for services rendered and reimbursement of expenses incurred by such Ordinary Course Professional during the statement period; and (c) a general description of the services rendered by such Ordinary Course Professional. The obligation to file summary statements shall terminate upon confirmation of a plan of reorganization in these chapter 11 cases.

12. This Order shall not apply to any Chapter 11 Professional retained by the Debtors pursuant to a separate order of this Court.

13. Each Ordinary Course Professional shall waive any prepetition claim against the Debtors as a condition of its retention and compensation as an Ordinary Course Professional.

14. Each Ordinary Course Professional shall periodically update its Declaration and Retention Questionnaire to the extent necessary to reflect new facts or circumstances relevant to its retention, including, without limitation, any changes in the type or scope of services to be

provided. Upon the filing of an updated Declaration and Questionnaire, the Notice Parties and any party in interest shall have fourteen days after service to object.

15. Subject to the payment procedures set forth in this Order, the Debtors' rights and the right of any party in interest to dispute any invoice submitted by an Ordinary Course Professional shall not be affected or otherwise prejudiced.

16. The Debtors shall not make any payment to any Ordinary Course Professional that has not complied with the Ordinary Course Professional Procedures and the other terms of this Order.

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

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

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

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

21. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

Exhibit 1

Initial Ordinary Course Professionals

Professional	Type of Service Provided	Monthly Fee Cap if Services are Utilized
Norton Rose Fulbright Canada LLP	Legal	$10,000
Proskauer Rose LLP	Legal	$10,000
Fox Rothschild LLP	Legal	$10,000

Exhibit 2

Form of Declaration

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
Matthew C. Fagen, P.C. (admitted *pro hac vice*)
Oliver Paré (admitted *pro hac vice*)
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Proposed Co-Counsel to the Debtors and the Debtors in Possession

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

DECLARATION OF [DECLARANT,] ON BEHALF OF PROPOSED ORDINARY COURSE PROFESSIONAL [COMPANY NAME]

I, [**Declarant**], pursuant to section 1746 of title 28 of the United States Code, hereby declare that the following is true to the best of my information, knowledge, and belief:

1. I am [**Title**] of [**Company Name**], located at [**Address**] (the "Firm").

2. Eddie Bauer LLC and/or its affiliated debtors (collectively, the "Debtors") have requested that the Company provide [**Type of Services**] to the Debtors, and the Firm has consented to provide such services.

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

3. The Firm may have performed services in the past and may perform services in the future, in matters unrelated to these chapter 11 cases, for persons that are parties in interest in these cases. As part of its customary practice, the Firm is retained in cases, proceedings, and transactions involving many different parties, some of whom may represent or be claimants or employees of the Debtors, or other parties in interest in these cases. The Firm does not perform services for any such person in connection with these cases. In addition, the Firm does not have any relationship with any such person, their attorneys, or their accountants that would be adverse to the Debtors or their estates.

4. Neither I nor any principal of, or professional employed by, the Firm has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than the principals and regular employees of the Firm.

5. Neither I nor any principal of, or professional employed by, the Firm, insofar as I have been able to discover, holds or represents any interest adverse to the Debtors or their estates.

6. The Debtors owe the Firm $_____ for prepetition services, the payment of which is subject to limitations contained in title 11 of the United States Code, 11 U.S.C. §§ 101–1532.

7. [**FOR NON-LEGAL SERVICE FIRMS ONLY:** The Company agreed to waive all unpaid amounts for services rendered prior to the Petition Date.]

8. As of the Petition Date, which was the date on which the Debtors commenced these chapter 11 cases, the Firm [was/was not] party to an agreement for indemnification with the Debtors. [A copy of such agreement is attached as **Exhibit 1** to this Declaration.]

9. At any time during the period of its employment, if the Firm should discover any facts bearing on the matters described herein, the Firm will supplement the information contained in this Declaration.

10. I, or a representative of the Firm, have read and am familiar with the requirements of the *Order Authorizing Employment and Payment of Professionals Utilized in the Ordinary Course of Business.*

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

Executed this [**Date**] in [**City, State, Country**].

_____

[**Declarant**]

Exhibit 3

Form Retention Questionnaire

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
EDDIE BAUER LLC, *et al.*,	Case No. 26-11422 (SLM)
Debtors.[2]	(Jointly Administered)

RETENTION QUESTIONNAIRE

TO BE COMPLETED BY EACH ORDINARY COURSE PROFESSIONAL EMPLOYED BY THE DEBTORS

Do not file this Questionnaire with the Court. Please return it to:

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Matthew C. Fagen, P.C. (admitted *pro hac vice*)
Oliver Paré (admitted *pro hac vice*)
Nathan Felton (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
matthew.fagen@kirkland.com
oliver.pare@kirkland.com
nathan.felton@kirkland.com

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

COLE SCHOTZ P.C.
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Warren A. Usatine, Esq.
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Proposed Co-Counsel to the Debtors and the Debtors in Possession

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

If more space is needed, please complete on a separate page and attach.

1. Name and address of firm:

_____

_____

_____

_____

2. Date of retention:

_____

3. Type of services provided (accounting, legal, etc.):

_____

_____

_____

4. Brief description of services to be provided:

_____

_____

_____

5. Arrangements for compensation (hourly, contingent, etc.):

_____

_____

_____

6. Prepetition claims against the Debtors held by the firm (if any):

_____

_____

_____

(a) Average hourly rate (if applicable):

_____

(b) Estimated average monthly compensation:

_____

7. Prepetition claims against the Debtors held individually by any member, associate, or professional employee of the firm:

_____

_____

_____

8. Disclose the nature and provide a brief description of any interest adverse to the Debtors or to its estate with respect to the matters on which the above-named firm is to be employed:

_____

_____

_____

9. Name and title of individual completing this Retention Questionnaire:

_____

_____

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and information.

Dated: _____, 2026

[Name]
[Title]
[Firm]

Exhibit B

Redlines of the Orders

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~~)
Matthew C. Fagen, P.C. (admitted *pro hac vice* ~~pending~~)
Oliver Paré (admitted *pro hac vice* ~~pending~~)
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joshua.sussberg@kirkland.com
matthew.fagen@kirkland.com
oliver.pare@kirkland.com

-and-

COLE SCHOTZ P.C.
Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
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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 Administeration~~ed~~ ~~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.

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

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

Debtors: EDDIE BAUER LLC, *et al*.
Case No. 26-11422 (SLM)
Caption of Order: Final Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs; and (II) Granting Related Relief

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

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

this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

3. The Debtors, either directly or through SPARC, as applicable, are authorized, but not directed, to: (a) pay any prepetition or postpetition obligations related to the Compensation and Benefits and any related expenses in cash, including, but not limited to, wages, salaries, commissions, benefits, other compensation and obligations, Reimbursable Expenses, and related amounts on account of the Compensation and Benefits as such amounts come due in the ordinary course of business; (b) continue to administer the Compensation and Benefits in the ordinary course of business; (c) modify, change, add to, supplement, and/or discontinue the Compensation and Benefits in the ordinary course of business, in their sole discretion, without the need for further Court approval, subject to applicable law; and (d) pay all prepetition or postpetition costs and expenses incidental to payment of the Compensation and Benefits obligations, including the Payroll Processor Obligations, and all reasonable administrative and processing costs, in cash as they become due and payable in the ordinary course of business.

4. Pursuant to section 362(d) of the Bankruptcy Code, the automatic stay is modified solely to the extent necessary to allow Employees to proceed with their claims under the Workers' Compensation Programs in the appropriate judicial or administrative forum, and Employees are authorized to so proceed. The Debtors are authorized, but not directed, to continue the Workers' Compensation Programs and pay all prepetition amounts relating thereto in the ordinary course of business, consistent with prepetition practices, including, for the avoidance of doubt, any amounts that become due and owing on account of a workers' compensation audit, if any. The modification of the automatic stay set forth in this paragraph pertains solely to claims under the Workers' Compensation Programs.

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

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

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

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

9. The Debtors shall not make any non-ordinary course payments, including any non-ordinary course bonus, incentive, retention, or severance payments to any insider (as such term is defined in section 101(31) of the Bankruptcy Code) without further order of this Court; *provided* that the Debtors shall provide a schedule of any such ordinary course bonus, incentive, retention, or severance payments to Pachulski Stang Ziehl & Jones LLP, counsel to the Official Committee of Unsecured Creditors, within fifteen (15) days of the end of each calendar month beginning upon entry of the Interim Order; *provided, further,* that nothing herein shall prejudice the Debtors' ability to seek approval for such relief pursuant to section 503(c) of the Bankruptcy Code at a later time. Nothing in the Motion or this Final Order shall constitute a determination by the Court as to whether any individual seeking payment pursuant to the Final Order is or is not an "insider" as that term is defined in section 101(31) of the Bankruptcy Code.

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

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

12. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests

that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

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

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

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

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

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

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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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~~ation~~ed ~~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.

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

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

Upon the Debtors' motion (the "Motion")[2] for entry of a final order (this "Final Order"): (a) authorizing, but not directing, the Debtors to pay, in the ordinary course of business, prepetition amounts owing on account of the (i) Critical Vendor Claims, (ii) Foreign Vendor Claims, (iii) 503(b)(9) Claims, and (iv) Lien Claims; (b) authorizing the Debtors to require the Trade Claimants to provide favorable trade terms for the postpetition procurement of goods and services; (c) granting administrative expense priority to undisputed and unsatisfied obligations on account of goods ordered by or services provided to the Debtors prior to the date hereof that will not be delivered until after the Petition Date and authorizing the Debtors to satisfy such obligations in the ordinary course of business; and (d) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and

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

no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

3. The Debtors are authorized, but not directed, in their sole discretion and the reasonable exercise of their business judgement, to honor, pay all or part of, and otherwise satisfy and discharge, on a case-by-case basis the Trade Claims on ~~an~~a final basis without further order of this Court.

4. All undisputed obligations related to the Outstanding Orders are granted administrative expense priority in accordance with section 503(b)(1)(A) of the Bankruptcy Code; *provided*, *however*, that the Debtors may terminate any outstanding orders prior to delivery, and any canceled orders ~~are not afforded administrative priority~~shall be subject to the claims adjudication process.

5. The Debtors are authorized, but not directed, to pay all undisputed amounts relating to the Outstanding Orders in the ordinary course of business consistent with the parties' customary practices in effect prior to the Petition Date.

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

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

8. The form of Trade Agreement, substantially in the form attached ~~to the Interim Order~~hereto as **Exhibit 1**, is approved in its entirety, and the Debtors are authorized, but not

directed, to negotiate, modify, or amend the Trade Agreement in their reasonable business judgment. The Debtors shall provide a copy of all executed Trade Agreements or email agreements to the Committee's professionals on a professional eyes' only basis.

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

10. Any Trade Claimant that accepts payment from the Debtors on account of all or a portion of such party's Trade Claim pursuant to this Final Order shall be deemed to (a) agree to the terms and provisions of this Final Order and (b) have waived, to the extent so paid, Trade

Claims of any type, kind, or priority (including any reclamation claim), against the Debtors, their assets, and properties, and the assets and properties of their estates. Notwithstanding anything to the contrary herein, prior to making any payment pursuant to this Final Order, the Debtors shall provide such Trade Claimant with a copy of this Final Order (unless previously provided to such Trade Claimant).

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

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

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

14. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests

that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

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

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

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

18. Nothing herein shall impair or prejudice the rights of the U.S. Trustee and the ~~statutory c~~Committee appointed in these chapter 11 cases, which are expressly reserved, to object to any payment made pursuant to this Final Order to an insider (as such term is defined in section 101(3) of the Bankruptcy Code), or an affiliate of an insider to the Debtors. To the extent the Debtors intend to make a payment to an insider or an affiliate of an insider of the Debtors, the Debtors shall, to the extent reasonably practical, provide ~~three~~five (~~3~~5) business days' advance notice to, and opportunity to object by, the U.S. Trustee and counsel to any statutory committee appointed in these chapter 11 cases; *provided* that if any party objects to the payment, the Debtors shall not make such payment without further order of the Court.

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

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

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

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

Exhibit 1

Form Trade Agreement

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

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TRADE AGREEMENT

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

Recitals

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

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

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

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

Agreement

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

2. Supplier Payment. The Supplier represents and agrees that, after due investigation, the

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

sum of all amounts currently due and owing by the Debtors to the Supplier as of the Petition Date is $[●] (the "Agreed Supplier Claim"). Within ten business days of execution of this

---

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

~~2.~~ Trade Agreement, the Debtors shall pay the Supplier $[●] on account of, and in full and final satisfaction of, its Agreed Supplier Claim (the "Supplier Payment") (without interest, penalties, or other charges). For the avoidance of doubt, any amounts that become due and owing by the Debtors to the Supplier for goods or services provided after the Petition Date shall continue to be due and owing and shall be paid in the ordinary course pursuant to the Parties' ~~agreed-upon~~agreed-upon payment terms.

3. Agreement to Supply.

a. The Supplier shall supply goods to and/or perform services for the Debtors, and the Debtors shall accept and pay for goods and/or services, as applicable, from the Supplier (to the extent the Debtors seeks such goods and/or services), ~~for the duration of the Debtors' chapter 11 cases~~until the Termination Date based on ~~the following terms (collectively, the "Customary Trade Terms"):~~ those trade terms at least as favorable to the Debtors as those practices and programs (including credit limits, pricing, cash discounts, the number of days for timing of payments and payment terms, allowances, as may be incorporated or contemplated by any agreements between the Parties or based on historic practice, as applicable, product mix, availability, and other programs) in place in the twelve months prior to the Petition Date, or are otherwise acceptable to the Debtors in light of customary industry practices, except for any partial payments or other payments (or assurances) the Debtors made with respect to any unfinished product~~. "Duration of the Debtors' chapter 11 cases~~, which shall be as follows (the "Customary Trade Terms"):

[●];

[●]; and

[●].

b. "Termination Date" means until the earlier of: (i) the effective date of a chapter 11 plan in the Debtors' chapter 11 cases; (ii) the closing of a sale of all or substantially all of the Debtors' assets pursuant to section 363 of the Bankruptcy Code, resulting in a cessation of the Debtors' business operations; ~~or~~ (iii) the liquidation of the Debtors or conversion of the Debtor's chapter 11 cases to cases under chapter 7 of the Bankruptcy Code; (iv) the assignment of the Supplier's contract to a third party; or (v) written agreement of the Debtors.

c. ~~b.~~ The Customary Trade Terms may not be modified, adjusted, or reduced in a manner adverse to the Debtors except as agreed to in a signed writing by the Parties (email being sufficient).

d. ~~c.~~ The Supplier shall continue to honor any existing allowances, credits, contractual obligations, or balances that were accrued as of the Petition

Date and shall apply all such allowances, credits, or balances towards future orders in the ordinary course of business.

e. ~~d.~~ The Supplier shall continue all shipments of goods in the ordinary course and shall fill orders for goods requested by the Debtors in the ordinary course of business pursuant to the Customary Trade Terms, and the Debtors shall pay Supplier for the goods shipped pursuant to Customary Trade Terms.

f. ~~e.~~ The Supplier shall not be permitted to cancel any contract, agreement, or arrangement pursuant to which they provide services to the Debtors ~~for the duration of the Debtors' chapter 11 cases~~prior to the Termination Date.

4. Other Matters.

a. The Supplier agrees that it shall not require a lump-sum payment upon the effective date of a plan in the Debtors' chapter 11 cases on account of any outstanding administrative claims the Supplier may assert arising from the delivery of postpetition goods or services, to the extent that payment of such claims is not yet due. The Supplier agrees that such claims will be paid in the ordinary course of business after confirmation of a plan pursuant to the Customary Trade Terms then in effect.

b. The Supplier will not separately seek payment from the Debtors on account of any prepetition claim (including, without limitation, any reclamation claim or any claim pursuant to section 503(b)(9) of the Bankruptcy Code) outside the terms of this Trade Agreement or a chapter 11 plan confirmed in the Debtors' chapter 11 cases.

c. The Supplier will not file or otherwise assert against the Debtors, its assets, or any other person or entity or any of their respective assets or property (real or personal) any lien, regardless of the statute or other legal authority upon which the lien is asserted, related in any way to any remaining prepetition amounts allegedly owed to the Supplier by the Debtors arising from prepetition agreements or transactions. Furthermore, if the Supplier has taken steps to file or assert such a lien prior to entering into this Trade Agreement, the Supplier will promptly take all necessary actions to remove such liens and hereby authorizes the Debtors to take any such actions on its behalf.

5. Breach.

a. In the event that the Debtors breach this Trade Agreement by failing to pay the Supplier Payment when due or postpetition invoices pursuant to Customary Trade Terms and such breach remains uncured for three (3) business days following the Supplier's providing notice thereof to the Debtors, the Supplier may cease to provide future goods or services to the

Debtors and retain any Supplier Payment received without constituting a breach of this Trade Agreement, and the Supplier shall be automatically provided an administrative claim for any unpaid post-petition goods or services provided pursuant to the terms of this Trade Agreement.

b. ~~a.~~ In the event that the Supplier fails to satisfy its undisputed obligations arising under this Trade Agreement (a "Supplier Breach"), upon not less than ten (10) days' written notice to the Supplier, the Supplier shall promptly pay to the Debtors immediately available funds in an amount equal to the Supplier Payment.

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

6. Notice.

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

If to the Debtors:

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

Kirkland & Ellis LLP,
601 Lexington Avenue

New York, New York 10022
Attn.: Joshua A. Sussberg, P.C., Matthew C. Fagen, P.C., and Oliver Paré
Emails: ~~J~~joshua.sussberg@kirkland.com, ~~matthew.fagen@kirkland.com, and oliver.pare@kirkland.com~~matthew.fagen@kirkland.com, and oliver.pare@kirkland.com

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

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

b. any payments made on account of the Agreed Supplier Claim shall be subject to the terms and conditions of the Critical Vendor Order;

c. if the Supplier refuses to supply goods or services to the Debtors as provided herein or otherwise fails to perform any of its obligations hereunder, the Debtors may exercise all rights and remedies available under the Critical Vendor Order, the Bankruptcy Code, or applicable law; and

d. in the event of disagreement between the Parties regarding whether a breach has occurred and agreement cannot be reached between the Parties, either Party may apply to the Court for a determination of their relative rights, in which event no action may be taken by either Party, including, but not limited to, discontinuing shipment of goods or provision of services, as applicable, from the Supplier to the Debtors, until a ruling of the Court is obtained.

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

9. Miscellaneous.

a. The Parties hereby represent and warrant that: (i) they have full authority to execute this Trade Agreement on behalf of the respective Parties; (ii) the respective Parties have full knowledge of, and have consented to, this Trade

Agreement; and (iii) they are fully authorized to bind that Party to all of the terms and conditions of this Trade Agreement.

b. This Trade Agreement sets forth the entire understanding of the Parties regarding the subject matter hereof and supersedes all prior oral or written agreements between them. This Trade Agreement may not be changed, modified, amended, or supplemented, except in a writing signed by both Parties. Moreover, Supplier agrees to vote all claims now or hereafter beneficially owned by Supplier in favor of, and not take any direct or indirect action to oppose or impede confirmation of, any chapter 11 plan proposed by the Debtors on a timely basis in accordance with the applicable procedures set forth in any related disclosure statement and accompanying solicitation materials, and timely return a duly-executed ballot to the Debtors in connection therewith as long as such chapter 11 plan provides for a treatment of any Agreed Supplier Claim that is materially consistent with this Trade Agreement.

c. Signatures by facsimile or electronic signatures shall count as original signatures for all purposes.

d. This Trade Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

e. The Parties hereby submit to the exclusive jurisdiction of the Court to resolve any dispute with respect to or arising from this Trade Agreement.

f. This Trade Agreement shall be deemed to have been drafted jointly by the Parties, and any uncertainty or omission shall not be construed as an attribution of drafting by any Party.

[*Signature Page Follows*]

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

~~**[DEBTOR ENTITY]**~~	~~**[SUPPLIER]**~~
~~/s/ DRAFT~~	~~/s/ DRAFT~~
~~By: [●]~~	~~By: [●]~~
~~Title: [●]~~	~~Title: [●]~~
	~~Address: [●]~~
	~~[●]~~
~~Date: [●], 2026~~	~~Date: [●], 2026~~

~~(Page | 2)~~
~~Debtors:~~ ~~EDDIE BAUER LLC, *et al.*~~
~~Case No.~~ ~~26-[●] ([●])~~
~~Caption of Order:~~ ~~Final Order (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Vendors, 503(B)(9) Claimants, and Lien Claimants; (II) Granting Administrative Expense Priority to Undisputed Obligations on Account of Outstanding Orders; and (III) Granting Related Relief~~

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

[DEBTOR ENTITY]	**[SUPPLIER]**
/s/ DRAFT	/s/ DRAFT
By: [●]	By: [●]
Title: [●]	Title: [●]
	Address: [●]
	[●]
Date: [●], 2026	Date: [●], 2026

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

KIRKLAND & ELLIS LLP
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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 Administeration~~ed~~ ~~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.

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

The relief set forth on the following pages, numbered three (3) through ~~nine~~ten (~~9~~10), is

ORDERED.

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

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

forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

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

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

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

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

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

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

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

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

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

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

under any bonds or indemnity agreements, and all parties reserve any and all rights and defenses in connection therewith.

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

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

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

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

13. ~~11.~~ The Debtors shall continue to maintain a matrix or schedule of payments made pursuant to the Interim Order and this Final Order. The Debtors shall provide a copy of such matrix ~~or~~ /schedule to ~~the U.S. Trustee within twenty-one~~: (a) Otterbourg P.C., counsel to the Prepetition ABL Administrative Agent; (b) Ropes & Gray LLP, counsel to the Consenting Prepetition Term Loan Agent; (c) Choate, Hall & Stewart LLP, counsel to the Prepetition Subordinated Loan Agent; (d) the U.S. Trustee; and (e) Pachulski Stang Ziehl & Jones LLP,

counsel to the Official Committee of Unsecured Creditors within fifteen (15) days of the end of each calendar month beginning upon entry of the Interim Order.

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

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

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

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

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

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

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

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 Administeration~~ed~~ ~~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.

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

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

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

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

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

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

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

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

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

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

7. ~~1.~~ The Debtors shall continue to maintain a matrix or schedule of payments made pursuant to the Interim Order and this Final Order, including the following information: (a) the names of the payee; (b) the nature, date, and amount of the payment; (c) the category or type of payment as characterized in the Motion; and (d) the Debtor or Debtors that made the payment. The Debtors shall provide a copy of such matrix/schedule to (a) Otterbourg P.C., counsel to the Prepetition ABL Administrative Agent; (b) Ropes & Gray LLP, counsel to the Consenting Prepetition Term Loan Agent; (c) Choate, Hall & Stewart LLP, counsel to the Prepetition Subordinated Loan Agent; (d) the U.S. Trustee; and (e) Pachulski Stang Ziehl & Jones LLP, counsel to ~~any statutory~~the Official ~~c~~Committee ~~appointed in these chapter 11 cases~~of Unsecured

Creditors within fifteen (15) days of the end of each calendar month beginning upon entry of the Interim Order.

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

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

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

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

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

13. ~~7.~~ The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition

amounts owed in connection with the relief granted herein and to the extent authorized by this Final Order.

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

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

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

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

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

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

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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

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

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

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

Debtors: EDDIE BAUER LLC, et al.
Case No. 26-11422 (SLM)
Caption of Order: Final Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services; (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services; (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, (IV) Authorizing Fee Payments to the Utility Agents; and (V) Granting Related Relief

Upon the Debtors' motion (the "Motion")[2] for entry of a final order (this "Final Order"): (a) approving the Debtors' proposed adequate assurance of payment for future utility services; (b) prohibiting utility providers from altering, refusing, or discontinuing services; (c) approving the Debtors' proposed procedures for resolving adequate assurance requests; (d) authorizing fee payments to the Debtors' utility agents; and (e) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate ~~under the circumstances~~ 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

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

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

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

3. Subject to the Adequate Assurance Procedures for resolving Adequate Assurance Requests, the Adequate Assurance Deposit, together with the Debtors' cash on hand and their ability to pay for future Utility Services in the ordinary course of business, shall constitute adequate assurance of future payment as required by section 366(c)(2) of the Bankruptcy Code without prejudice to the rights of Subsequently Identified Utility Providers to seek relief in the future pursuant to section 366(c)(3)(A) of the Bankruptcy Code.

4. The Debtors are authorized to satisfy any prepetition Utility Agent Fees owed to the Utility Agents absent further order of this Court and to continue to utilize the Utility Agents in connection with the administration of the Utility Services on a postpetition basis in the ordinary course of business.

5. The following Adequate Assurance Procedures, outlined below, are hereby approved on a final basis:

a. Within twenty (20) calendar days of the entry of the ~~i~~Interim ~~o~~Order approving the Debtors' use of cash collateral, the Debtors deposited the Adequate Assurance Deposit of approximately $202,000 calculated in the

manner set forth in paragraph 12 of the Motion, in the Adequate Assurance Account.

b. The funds in the Adequate Assurance Account in the amount set forth for each Utility Provider in the column labeled "Proposed Adequate Assurance Amount" on the Utility Providers List attached to the Motion as Exhibit C (as may be amended or modified in accordance with this Final Order), together with the Debtors' cash on hand and their ability to pay for future Utility Services in the ordinary course of business, shall constitute adequate assurance of payment for the purpose of section 366 of the Bankruptcy Code for each Utility Provider.

c. A Utility Provider may request a disbursement from the Adequate Assurance Account if the Debtors have not satisfied their postpetition payment obligation with respect to the Utility Services in accordance with the terms and conditions of such service, and such payment obligation remains unpaid beyond any applicable grace period. No disbursement will be made for an Adequate Assurance Request from the Adequate Assurance Account unless the requesting Utility Provider provides notice to the following parties: (i) the Debtors, Eddie Bauer LLC, 6501 Legacy Drive, Suite B100 Plano, Texas 75024, Attn.: Dawn Wolverton (dawn.wolverton@catalystbrands.com); (ii) proposed co-counsel to the Debtors, (a) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com), Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), and Felice R. Yudkin (fyudkin@coleschotz.com); (iii) the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Fran B. Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov); and (iv) ~~any statutory committee appointed in these chapter 11 cases~~proposed counsel to the Official Committee of Unsecured Creditors, Pachulski Stang Ziehl & Jones LLP, 1700 Broadway, 36th Floor, New York, New York, 10019 Attn. Robert Feinstein (rfeinstein@pszjlaw.com), Brad Sandler

(bsandler@pszjlaw.com), and Shirley Cho (scho@pszjlaw.com) (collectively, the "Notice Parties"). The Debtors shall honor such request within ten business days after the date the request is received by the Debtors, subject to the ability of the Debtors and any such requesting Utility Provider to resolve any dispute regarding such request without the need for further order of this Court. To the extent any Utility Provider receives a disbursement from the Adequate Assurance Account, the Debtors shall replenish the Adequate Assurance Account in the amount so disbursed.

d. A Utility Provider holding a Prepetition Deposit is permitted to maintain its Prepetition Deposit in addition to its right to its applicable allocation of funds in the Adequate Assurance Account; *provided* that the Debtors may reduce the proposed Adequate Assurance Amount with respect to any Utility Provider holding a Prepetition Deposit on a dollar-for-dollar basis by the amount of such Prepetition Deposit such that the proposed Adequate Assurance Amount *plus* such Prepetition Deposit equals approximately one-half of the Debtors' historical monthly cost of Utility Services from such Utility Provider. Such Utility Provider may not, absent a separate order granting relief from section 362 of the Bankruptcy Code following notice and a hearing, apply such Prepetition Deposit to any prepetition amounts that the Debtors owe.

e. The Debtors may reduce or remove a Utility Provider's portion of the Adequate Assurance Deposit with the consent of such Utility Provider at any time during the chapter 11 cases.

f. The portion of the Adequate Assurance Deposit attributable to each Utility Provider (including any additional amount deposited upon request of any applicable Utility Provider) shall be returned to the Debtors (i) automatically, without the need for further order of this Court, upon the earlier of (A) the reconciliation and payment by the Debtors of the Utility Provider's final invoice in accordance with applicable nonbankruptcy law following the Debtors' termination of Utility Services from such Utility Provider, (B) the effective date of any chapter 11 plan confirmed in these chapter 11 cases, (C) the consummation of a sale, pursuant to section 363 of the Bankruptcy Code, of all or substantially all the assets of the Debtors,

or (D) the conversion or dismissal of these chapter 11 cases; or (ii) as otherwise ordered by this Court.

g. Any Utility Provider desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance (an "Adequate Assurance Request") on the Notice Parties within thirty (30) days following the Petition Date. Any Utility Provider that objects to the Debtors' Proposed Adequate Assurance must serve an Adequate Assurance Request on the Notice Parties; *provided* that any Subsequently Identified Utility Provider desiring additional assurance of payment in the form of deposits, prepayments, or otherwise must serve an Adequate Assurance Request on the Notice Parties within fourteen (14) days of service of the Motion and this Final Order.

h. Any Adequate Assurance Request must: (i) be in writing; (ii) identify the location(s) for which the Utility Services are provided and the account number(s) for such location(s); (iii) include a summary of the Debtors' payment history relevant to the affected account(s), including the outstanding balance for each such account and any associated Prepetition Deposits; (iv) provide evidence that the Debtors have a direct obligation to the Utility Provider; (v) certify that the Utility Provider does not already hold a Prepetition Deposit equal to or greater than approximately one-half of the Debtors' historical monthly cost of Utility Services from such Utility Provider; and (vi) explain why the Utility Provider believes the Proposed Adequate Assurance is insufficient under section 366 of the Bankruptcy Code.

i. Unless a Utility Provider timely serves an Adequate Assurance Request in accordance with this Final Order, such Utility Provider shall be (i) deemed to have received adequate assurance of payment in satisfaction of section 366 of the Bankruptcy Code and (ii) prohibited from discontinuing, altering, or refusing utility services, otherwise discriminating against the Debtors on account of any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.

j. Upon the Debtors' receipt of a timely Adequate Assurance Request, the Debtors and the Utility Provider that served such Adequate Assurance Request shall enter a twenty-one-calendar-day (21) period

(the "Resolution Period") during which the Debtors may resolve the Utility Provider's Adequate Assurance Request. The Debtors and the Utility Provider may, without notice to any party-in-interest or further order of this Court, extend the Resolution Period by such additional period as they shall mutually agree. During the Resolution Period, the Debtors may, without further order from this Court, resolve any Adequate Assurance Request by mutual agreement with a Utility Provider, and the Debtors may, in connection with any such agreement, provide a Utility Provider with additional adequate assurance of payment, including, but not limited to, cash deposits, prepayments, or other forms of security if the Debtors believe that such adequate assurance is reasonable.

k. If the Debtors and a Utility Provider that timely serves an Adequate Assurance Request are unable to reach a consensual resolution within the Resolution Period, or if a Utility Provider was omitted from the Utility Providers List and wishes to dispute whether they received adequate assurance of future payment pursuant to the procedures set forth in this Final Order, as required by section 366 of the Bankruptcy Code, the Debtors will request a hearing before this Court at the next regularly scheduled omnibus hearing to determine the adequacy of assurance of payment with respect to that particular Utility Provider (a "Determination Hearing") pursuant to section 366(c)(3) of the Bankruptcy Code.

l. At all times prior to resolution of such dispute at a Determination Hearing and the entry of any Court order as a result thereof, the relevant Utility Provider shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of (i) unpaid charges for prepetition services; (ii) a pending Adequate Assurance Request; or (iii) any objections filed in response to the Proposed Adequate Assurance.

6. The Utility Providers, including those Utility Providers paid by the Debtors' landlords, are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures. Notwithstanding anything to the contrary in this Final Order, nothing in this Final Order affects the rights and obligations of the Debtors or

their landlords under section 365 of the Bankruptcy Code with respect to nonresidential real property leases.

7. Absent further order of this Court, all Utility Providers, including those Utility Providers paid by the Debtors' landlords or through the Utility Agents, are prohibited from altering, refusing, or discontinuing services on account of any unpaid prepetition charges, the commencement of these chapter 11 cases, or any perceived inadequacy of the Proposed Adequate Assurance.

8. The Debtors are authorized to cause the Adequate Assurance Deposit to be held in the Adequate Assurance Account during the pendency of these chapter 11 cases. No liens senior to the interests of the Utility Providers shall encumber the Adequate Assurance Deposit or the Adequate Assurance Account until such time as the Adequate Assurance Deposit is returned to the Debtors pursuant to this Final Order~~,~~ or as otherwise ordered by this Court.

9. The inclusion of any entity in, as well as any omission of any entity from, the Utility Providers List shall not be deemed an admission by the Debtors that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

10. The Debtors are authorized, but not directed, to add or remove parties from the Utility Providers List; *provided* that, if a Utility Provider is removed from the Utility Providers List, the Debtors shall provide the applicable Utility Provider with fourteen (14) calendar days'

notice thereof and the opportunity to respond to such removal. To the extent that there is any dispute as to the postpetition amounts owed to a Utility Provider or such Utility Provider's removal, such Utility Provider shall not be removed from the Utility Providers List, and no funds shall be removed from the Adequate Assurance Account on account of such Utility Provider, until such dispute has been resolved. To the extent the Debtors and the Utility Provider are unable to reach a consensual resolution within fourteen days of the Debtors' receipt of notice of such dispute, the Debtors shall request a hearing before this Court at the next omnibus hearing date or such other date that the Debtor and the Utility Provider may agree.

11. For any Subsequently Identified Utility Provider, the Debtors shall serve such Utility Provider a copy of this Final Order, including the Adequate Assurance Procedures, within two business days of such Subsequently Identified Utility Provider being identified, and provide such Utility Provider fourteen (14) calendar days' notice to object to the inclusion of such Utility Provider on the Utility Providers List. If an objection is received, to the extent the Debtors and the Utility Provider are unable to reach a consensual resolution within fourteen days of the Debtors' receipt of such objection, the Debtors shall request a hearing before this Court at the next omnibus hearing date or such other date that the Debtor and the Utility Provider may agree. The Debtors shall increase the Adequate Assurance Deposit by an amount equal to approximately one-half of the Debtors' historical monthly cost of Utility Services from the Subsequently Identified Utility Provider as soon as possible, but not later than three (3) business

days after such Subsequently Identified Utility Provider is identified. The terms of this Final Order and the Adequate Assurance Procedures shall apply to any Subsequently Identified Utility Provider to the same extent as if the Utility Provider was listed on the original Utility Providers List. The Debtors shall supplement Exhibit C to the Motion with the names of any Subsequently Identified Utility Provider and file the same with the Court and serve on the Subsequently Identified Utility ~~p~~Provider, the U.S. Trustee, and any statutory committee(s) appointed in these cases.

12. The relief granted herein is for all Utility Providers providing Utility Services to the Debtors and is not limited to those parties or entities listed on the Utility Providers List.

~~13. Absent further order of the Court, any landlord or third party that pays directly for Utility Services for the benefit of the Debtors pursuant to a nonresidential real property lease, and has been provided notice of the relief provided by this Final Order, must continue paying for such Utility Services in the ordinary course of business and may not cease, reduce, delay, or otherwise interfere with the payment or delivery of such Utility Services, regardless of any nonpayment, deferral, or waiver of rent, or any defaults with respect to the applicable lease; *provided* that a landlord or third party may cease payments on account of Utility Services following the effective date of any rejection of the applicable lease pursuant to section 365 of the Bankruptcy Code, if any.~~

13. ~~14.~~ The Debtors are authorized, but not directed, in their discretion, to make payments on account of Utility Services in the ordinary course of business on a postpetition basis.

~~15. The Debtors' service of the Motion upon the Utility Providers List shall not constitute an admission or concession that any such entity is a "utility" within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.~~

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

15. Notwithstanding anything in this Final Order, or in the predecessor Interim Order (and together with the Final Order, the "Orders"), to the contrary, nothing set forth in the Orders shall: (a) compel Zurich American Insurance Company or any of its affiliates or subsidiaries (collectively "Zurich") to provide postpetition surety credit to any of the Debtors without

Zurich's consent, including an agreement for postpetition surety credit acceptable to Zurich; (b) compel Zurich to consent to the extension, renewal, or continuation in force of any surety bond without its consent, except as applicable bankruptcy and nonbankruptcy law may provide or require prior to and/or in absence of such Orders; (c) modify, affect, alter, diminish, or reduce the existing rights of Zurich in any collateral it may hold for any surety bonds, including, but not limited to, any letter of credit or the proceeds thereof and the right to draw upon the same according to such letter of credit's applicable terms, in each case, in accordance with the applicable, enforceable underlying agreements without Court approval; and/or (d) modify, affect, alter, diminish, or reduce the existing rights of Zurich under any surety bond, in any written indemnity agreement, and/or in a letter of credit agreement with any entity, or any existing rights or claims arising in favor of Zurich, whether prepetition or postpetition, including, but not limited to, by reason of any written indemnity agreement with any entity or by operation of equitable subrogation. Nothing herein is an admission by Zurich, the Lenders (as defined in the Cash Collateral Order), or the Debtors, or a determination by the Court, regarding any claims under any bonds or indemnity agreements, and all parties reserve any and all rights and defenses in connection therewith.

16. ~~17.~~ Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this Final Order granting the relief requested by the Motion is intended as or should be construed or deemed to be: (a) an implication or admission

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

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

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

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

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

~~22. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(a).~~

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

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

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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

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

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) MAINTAIN AND ADMINISTER THEIR CUSTOMER PROGRAMS AND (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO AND (II) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through six (6), is **ORDERED**.

Debtors: EDDIE BAUER LLC, *et al*.
Case No. 26-11422 (SLM)
Caption of Order: Final Order (I) Authorizing the Debtors to (A) Maintain and Administer Their Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto and (II) Granting Related Relief

Upon the Debtors' motion (the "Motion")[1] for entry of a final order (this "Final Order"): (a) authorizing, but not directing, the Debtors to (i) maintain and administer their Customer Programs and (ii) honor certain prepetition obligations related thereto; and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

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

3. ~~1.~~ The Debtors are authorized, but not directed, on a final basis, to: (a) continue to administer the Customer Programs (including, but not limited to, those described in the Motion) currently in effect; (b) honor any undisputed obligations related to the Customer Programs, whether incurred prepetition or postpetition as they come due, in each case in the ordinary course of business; and (c) modify, replace, supplement, or terminate any Customer Program in the ordinary course of business; *provided* that the relief granted in this Final Order shall be subject to, and governed by, the relief granted in and any orders entered in connection with, the Store Closing Motion.

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

5. ~~3.~~ Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this Final Order granting the relief requested by the

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

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

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

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

9. ~~7.~~ The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(a).

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

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

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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

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

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) FILE A CONSOLIDATED LIST OF THE DEBTORS' THIRTY LARGEST UNSECURED CREDITORS, (B) FILE A CONSOLIDATED LIST OF CREDITORS IN LIEU OF SUBMITTING A SEPARATE MAILING MATRIX FOR EACH DEBTOR, (C) REDACT CERTAIN CONFIDENTIAL INFORMATION OF CUSTOMERS, (D) REDACT CERTAIN PERSONALLY IDENTIFIABLE INFORMATION OF INDIVIDUALS, AND (E) SERVE CERTAIN PARTIES IN INTEREST BY EMAIL, (II) APPROVING THE FORM AND MANNER OF SERVICE OF THE NOTICE OF COMMENCEMENT, AND (III) GRANTING RELATED RELIEF

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

Debtors:	EDDIE BAUER LLC, *et al*.
Case No.	26-11422 (SLM)
Caption of Order:	Final Order (I) Authorizing the Debtors to (A) File a Consolidated List of the Debtors' Thirty Largest Unsecured Creditors, (B) File a Consolidated List of Creditors in Lieu of Submitting a Separate Mailing Matrix for Each Debtor, (C) Redact Certain Confidential Information of Customers, (D) Redact Certain Personally Identifiable Information of Individuals, and (E) Serve Certain Parties in Interest by Email, (II) Approving the Form and Manner of Service of the Notice of Commencement, and (III) Granting Related Relief

Debtors: EDDIE BAUER LLC, *et al*.
Case No. 26-11422 (SLM)
Caption of Order: Final Order (I) Authorizing the Debtors to (A) File a Consolidated List of the Debtors' Thirty Largest Unsecured Creditors, (B) File a Consolidated List of Creditors in Lieu of Submitting a Separate Mailing Matrix for Each Debtor, (C) Redact Certain Confidential Information of Customers, (D) Redact Certain Personally Identifiable Information of Individuals, and (E) Serve Certain Parties in Interest by Email, (II) Approving the Form and Manner of Service of the Notice of Commencement, and (III) Granting Related Relief

Upon the Debtors' motion (the "Motion")[2] for entry of a final order (this "Final Order"): (a) authorizing, but not directing, the Debtors to (i) file a consolidated list of the Debtors' thirty largest unsecured creditors in lieu of filing separate creditors lists for each Debtor, (ii) file a consolidated list of creditors in lieu of submitting a separate mailing matrix for each Debtor, (iii) redact certain confidential information of customers, (iv) redact certain personally identifiable information of individuals, and (v) serve certain parties in interest by email, (b) approving the form and manner of service of the Notice of Commencement, and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard

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

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

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

3. The Debtors are authorized pursuant to section~~s~~ 105(a) of the Bankruptcy Code, Bankruptcy Rule 1007(d), and Bankruptcy Local Rule 1007-1~~,~~ to submit a Consolidated Creditor Matrix.

4. The Debtors are authorized to file a single consolidated list of their thirty largest unsecured creditors, *provided* that if any of these chapter 11 cases converts to a case under chapter 7 of the Bankruptcy Code, the applicable Debtor shall file a list of its own top thirty unsecured creditors within fourteen days of such conversion.

5. The Debtors are authorized to file a consolidated list of creditors in the proposed lead case in lieu of filing a separate creditors list and mailing matrix for each Debtor.

6. The Debtors are authorized, on an final basis, pursuant to section 107(b) of the Bankruptcy Code, to redact the names, addresses, and email addresses of their customers from any filings with this Court or made publicly available in these chapter 11 cases *provided, however,* that the U.S. Trustee reserves all rights with respect to such redactions at a hearing regarding confirmation of a chapter 11 plan, or thereafter, or in connection with a conversion of the Debtors' chapter 11 cases to cases under chapter 7 of the Bankruptcy Code or a dismissal of the chapter 11 cases.

7. The Debtors are authorized, on a final basis, pursuant to section 107(c) of the Bankruptcy Code, to redact on the Consolidated Creditor Matrix, Schedules and Statements, proofs of claim, affidavits of service, or other documents filed with this Court, the home and email addresses, and any other personally identifiable information (not including names) of all natural persons. The Debtors shall provide an unredacted version of the Consolidated Creditor Matrix, Schedules and Statements, and any other filings redacted pursuant to this Final Order to (a) this Court, (b) the U.S. Trustee, (c) counsel to any official committee appointed in these chapter 11 cases, (d) Stretto (as the ~~Proposed~~ Claims and Noticing Agent), and (e) any party in interest reasonably related to these chapter 11 cases, upon a request to the Debtors (email being sufficient) or to this Court that represents that the unredacted list will be utilized solely for giving notice in the chapter 11 cases and otherwise maintained in confidence, *provided* that any receiving party shall not transfer or otherwise provide such unredacted document or the information contained therein to any person or entity not party to the request. In each case, this would be subject to a review of whether such disclosure, on a case-by-case basis, would violate the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, or any obligation under any privacy or data protection law or regulation. The Debtors shall inform the U.S. Trustee promptly after denying any request for an unredacted document pursuant to this Final Order.

8. Nothing herein precludes a party in interest from filing a motion requesting that this Court unseal the information redacted by this Final Order.

9. The Debtors shall file a redacted version of the Consolidated Creditor Matrix, Schedules and Statements, or other applicable document filed with this Court as well as post it on Stretto's website.

10. Nothing in this Final Order prohibits any party from voluntarily identifying itself in connection with these chapter 11 cases or voluntarily disclosing any of its contact information. Nothing in this Order exempts any party from compliance with Bankruptcy Rule 2019.

11. For the avoidance of doubt, the Debtors shall file an unredacted Consolidated Creditor Matrix under seal with this Court.

12. The Debtors shall cause the Consolidated Creditor Matrix to be made available in readable electronic format (or in non-electronic format) upon reasonable request by parties in interest.

13. The Debtors, through Stretto, are authorized, on a final basis, to serve all pleadings and papers on all parties listed on the Consolidated Creditor Matrix (including via email if available).

14. Nothing in this Final Order shall waive or otherwise limit the service of any document upon or the provision of any notice to any natural person whose personally identifiable information is sealed or redacted pursuant to this Final Order. Service of all documents and notices upon ~~natural persons~~individuals whose personally identifiable information is sealed or redacted pursuant to this Final Order shall be confirmed in the corresponding certificate of service.

15. To the extent a party in interest files a document on the docket in these chapter 11 cases that is required to be served on creditors whose information is under seal pursuant to this Final Order, such party in interest should contact counsel for the Debtors who shall work in good faith, with the assistance of the ~~Proposed~~ Claims and Noticing Agent, to effectuate the service on such party's behalf.

16. The Debtors, through their ~~Proposed~~ Claims and Noticing Agent, are authorized to serve all pleadings and papers, including, when applicable, the Notice of Commencement, via email. Nothing in this order prevents the Debtors from ~~additionally~~ serving any party by email in addition to the methods of service set forth in Fed. R. Bank. P. 9036. If notice is provided to any of the Debtors' parties in interest by hard copy U.S. first class mail service, such notice need not exceed one page if it includes a website URL that links directly to the document(s) to which such notice relates.

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

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

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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

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

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

ORDER (I) AUTHORIZING THE REJECTION OF CERTAIN EXECUTORY CONTRACTS EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through six (6), is **ORDERED**.

Upon the Debtors' motion (the "Motion")[2] for entry of an order (this "Order"): (a) authorizing the rejection of certain executory contracts identified on **Schedule 1** to this Order; and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

2. Pursuant to section 365 of the Bankruptcy Code, each of the Contracts set forth on **Schedule 1** attached hereto is rejected effective as of the Petition Date (or such other date as agreed upon with the Contract counterparty, the "Rejection Date").

3. The Debtors shall not be liable for any administrative expenses arising after the Rejection Date with respect to the Contracts on the Rejection Schedule.

4. The Debtors may agree with an affected Contract counterparty, through written confirmation (which may be by e-mail through counsel), to alternative Rejection Dates later than the dates set forth in the Rejection Schedule.

5. The Debtors do not waive any claims that they may have against any counterparty to the Contracts, whether such claims arise under, are related to the rejection of, or are independent of the Contracts.

6. Nothing herein shall prejudice the rights of the Debtors to argue that any of the Contracts were terminated prior to the Petition Date or that any claim for damages arising from the rejection of the Contracts is limited to the remedies available under any applicable termination provision of such contract, or that any such claim is an obligation of a third party and not that of the Debtors or their estates.

7. Claims, if any, arising out of the rejection of a Contract must be filed on or before the later of (a) the deadline for filing proofs of claim established in these chapter 11 cases and (b) thirty days after the date of entry of this Order. The Debtors shall serve a copy of this entered order upon the counterparties to the Contracts set forth on **Schedule 1** within one day of entry of

this Order. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection of such Contract.

8. Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this Order granting the relief requested by the Motion is intended as or should be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, priority of, or validity of any particular claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a waiver of the obligation of any party in interest to file a proof of claim. Nothing contained in this Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim on account of such claim not being paid.

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

Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

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

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

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

Schedule 1

Rejected Contracts

No.	Counterparty	Debtor	Contract Description	Rejection Effective Date
1.	Stylescape Limited	Eddie Bauer LLC	Renewal Order Form, dated January 1, 2023	Petition Date
2.	Id.me, Inc.	Eddie Bauer LLC	Order Form, dated November 8, 2024	Petition Date
3.	Logistyx Technologies, LLC	Eddie Bauer LLC	Master SaaS Agreement, dated March 29, 2022	Petition Date
4.	Optimizely North America Inc.	Eddie Bauer LLC	Master Subscription Agreement, dated July 31, 2020	Petition Date
5.	PowerReviews, Inc.	Eddie Bauer LLC	Order From, dated September 1, 2025	Petition Date
6.	Salesforce, Inc.	Eddie Bauer LLC	Order Form, dated December 23, 2025	Petition Date
7.	Talon.One GmbH	Eddie Bauer LLC	Master SaaS Agreement, dated April 1, 2021	Petition Date

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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

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

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

ORDER (I) AUTHORIZING AND APPROVING PROCEDURES TO REJECT OR ASSUME EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (II) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through ~~tw~~eleven (1~~2~~1), is **ORDERED**.

Debtors: EDDIE BAUER LLC, *et al*.
Case No. 26-11422 (SLM)
Caption of Order: Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases; and (II) Granting Related Relief

Upon the Debtors' motion (the "Motion")[2] for entry of an order (this "Order"): (a) authorizing and approving the Contract Procedures for rejecting, assuming, or assuming and assigning executory contracts and unexpired leases, and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

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

3. The following Rejection Procedures are approved in connection with rejecting Contracts:

a. ***Rejection Notice***. The Debtors shall file a notice substantially in the form attached hereto as **Exhibit 1** (the "Rejection Notice") indicating the Debtors' intent to reject one or more Contracts pursuant to section 365 of the Bankruptcy Code, which Rejection Notice shall set forth, among other things: (i) the Contract(s) to be rejected; (ii) the Debtor or Debtors party to such Contract(s); (iii) the names and addresses of the counterparties to such Contract(s) (each, a "Rejection Counterparty," and collectively, the "Rejection Counterparties"); (iv) in the case of a Contract that is a non-residential real property lease (a "Lease") with respect to one of the Debtors' brick-and mortar retail locations, the store number and address of the affected location, if applicable; (v) the proposed effective date of rejection for such Contract(s) (each, the "Rejection Date"); (~~v~~vi) if any such Contract is a ~~l~~Lease ~~of real property~~, the personal property to be abandoned by Debtors (the "Abandoned Property"), if any, and a reasonable description of such Abandoned Property; (vii) if any such Contract is a ~~l~~Lease ~~of real property~~, any known third party having a secured interest in any remaining property, including personal property, furniture, fixtures, and equipment, located at the leased premises; and (viii) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice may list multiple Contracts in accordance with Bankruptcy Rule 6006. Further, the Rejection Notice shall include the proposed form of order (the "Rejection Order") approving the rejection of the Contracts. No Contract shall be deemed rejected absent entry of an applicable Rejection Order.

b. ***Service of the Rejection Notice***. Within two business days following the filing of a Rejection Notice, the Debtors will cause such Rejection Notice to be served, regardless of the manner and means required for delivery of notices stated in the affected Contract(s): (i) by overnight service or e-mail upon the Rejection Counterparties affected by the Rejection Notice at the notice address provided in the applicable Contract (and upon such Rejection Counterparties' counsel, if known, with e-mail service upon such counsel being sufficient) and all known parties that may have any interest in any applicable Abandoned Property, if any; and (ii) by first-class mail, e-mail, or fax, upon (A) the office of the United States

Trustee for the District of New Jersey, Attn: Fran Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov); (B) ~~any statutory~~counsel for the ~~c~~Committee of Unsecured Creditors appointed in these chapter 11 cases (the "Committee"); (C) the Debtors' thirty largest unsecured creditors (on a consolidated basis); (D) the United States Attorney's Office for the District of New Jersey; (E) the Internal Revenue Service; (F) the office of the attorney general for each of the states in which the Debtors operate; and (G) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Master Notice Parties").

c. ***Objection Procedures***. Parties ~~that wish to~~ objecting to a proposed rejection ~~of a Contract must notify~~or to the Debtors ~~in writing (e-mail to counsel being sufficient) within five business days following service of the Rejection Notice stating that such party wishes to object to~~ ' proposed abandonment of the Abandoned Property must file and serve a written objection[1] such that it is ***actually received*** by the following parties (collectively the "Objection Service Parties") no later than fourteen days after the date the Debtors file and serve the applicable Rejection Notice (the "Rejection Objection ~~Notice"). Following receipt of the Rejection Objection Notice, the applicable objecting party shall work in good faith with the Debtors and/or their counsel to resolve such potential objection for a minimum of ten business days prior to filing a formal objection with this Court (such ten-business-day period, the "Resolution Period"). In the event that the relevant issue(s) contained in the Rejection Objection Notice remain unresolved following the expiration of the Resolution Period, the objecting party must (i) file an objection[1] with this Court on the docket of the Debtors' chapter 11 cases and (ii) serve such objection on the following parties (collectively, the "Objection Service Parties") so that such objection is ***actually received*** by the Objection Service Parties no later than seven calendar days following the expiration of the Resolution Period (the "Rejection Objection~~ Deadline"):

(i) the Debtors, Eddie Bauer LLC, 6501 Legacy Drive, Suite B100 Plano, Texas 75024, Attn.: Dawn Wolverton (dawn.wolverton@catalystbrands.com); (ii) proposed co-counsel to the

[1] An objection to the rejection of any particular Contract listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract listed on such Rejection Notice.

~~[1] An objection to the rejection of any particular Contract listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract listed on such Rejection Notice.~~

Debtors, (A) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com), Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com) and (B) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), and Felice R. Yudkin (fyudkin@coleschotz.com); (iii) the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Fran Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov); ~~and~~ (iv) ~~any statutory committee appointed in these chapter 11 cases (collectively, the "Notice Parties").~~proposed counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 1700 Broadway, 36th Floor, New York, New York, 10019, Attn.: Robert Feinstein (rfeinstein@pszjlaw.com), Brad Sandler (bsandler@pszjlaw.com), and Shirley Cho (scho@pszjlaw.com); and (v) the applicable Rejection Counterparty and their counsel, if known.

d. ***No Objection Timely Filed.*** If no objection or response to the rejection of a particular Contract is timely filed, including, in the case of a Lease, to the proposed abandonment of any Abandoned Property located at the leased premises, if any, the Debtors shall submit a Rejection Order under a certificate of no objection. Once the applicable Rejection Order is entered by this Court, each Contract for which no objection or response was timely filed shall be rejected as of the applicable Rejection Date set forth in the applicable Rejection ~~Notice~~Order or such other date as the Debtors and the applicable Rejection Counterparty agree; *provided*, *however*, that the ~~Rejection Date for~~effectiveness of a rejection of a ~~l~~Lease ~~of nonresidential real property~~ shall not occur until the later~~r~~st to occur of (i) the proposed Rejection Date set forth in the applicable Rejection Notice~~ and~~; (ii) the date the Debtors relinquish control of the premises ~~by~~and notify~~ing~~ the affected landlord ~~or~~and such landlord's counsel (if any) in writing (e-mail being sufficient) of the Debtors' surrender of the premises and, as applicable, (A) ~~turning~~turn over keys, key codes, and/or security codes, if any, to the affected landlord or (B) if such keys, key codes and/or security codes, if any, are not available or providing same would be impractical, notify~~ing~~ such affected landlord ~~or~~and such landlord's counsel, if any, in writing (e-mail being sufficient) that the keys, key codes, and security codes, if any, are not available or that providing same would be impractical, but that the landlord may rekey the

leased premises; and (iii) such other date to which the Debtors and the applicable Rejection Counterparty have agreed or as this Court may order.

e. ***Unresolved Timely Objections***. If~~, following a good-faith attempt to reach a resolution with the Debtors, a Rejection Counterparty timely files and properly serves an objection to a Rejection Notice~~ an objection or response to the rejection of a particular Contract, including, in the case of a Lease, to the proposed abandonment of any Abandoned Property located at the leased premises, if any, is timely filed and properly served as specified above and such objection is not withdrawn or otherwise resolved, the Debtors will request a hearing before this Court at the next regularly scheduled omnibus hearing and provide at least seven calendar days' notice of such hearing to the applicable Rejection Counterparty and the other Objection Service Parties. Such Contract will only be deemed rejected upon entry by this Court of a consensual form of Rejection Order resolving the objection as between the objecting party and the Debtors, or if resolution is not reached and/or if such objection is overruled or withdrawn and this Court approves the rejection, such Contract(s) shall be deemed rejected as of ~~(i)~~ the applicable Rejection Date set forth in the Rejection ~~Notice, (ii) such other date to which the Debtors and the applicable Rejection Counterparty agree, or (iii) such date as ordered~~Order entered by this Court.

f. ***Consent Orders***. Any objection may be resolved without a hearing and an agreed Rejection Order may be submitted to this Court for entry by the filing of a joint notice of such resolution by counsel to the Debtors, counsel to the objecting party, and, if different from the objecting party, counsel to the Rejection Counterparty.

g. ***Removal from Schedule***. The Debtors reserve the right to remove any Contract from the schedule to a Rejection Notice at any time prior to the entry of the applicable Rejection ~~o~~Order but shall provide any affected Rejection Counterparty and Service Parties notice of such removal as soon as reasonably practicable after such removal~~.~~, and in any event no later than two business days following such removal, *provided* that the Debtors shall not remove any Contract from the schedule to a Rejection Notice after the date the Debtors have relinquished control of the premises and notified the affected landlord and such landlord's counsel (if any) in writing (e-mail being sufficient) of the Debtors' surrender of the premises and, as applicable, (i) turn over keys, key codes, and/or security codes, if any, to the affected landlord or (ii) if such keys, key codes and/or security codes, if any, are not available or providing same would be impractical, notify such affected landlord and such landlord's counsel, if any, in

writing (e-mail being sufficient) that the keys, key codes, and security codes, if any, are not available or that providing same would be impractical, but that the landlord may rekey the leased premises.

h. ***No Application of Security Deposits***. To the extent applicable, if the Debtors have deposited monies with a Rejection Counterparty as a security deposit or other arrangement, such Rejection Counterparty may not set off, recoup, draw on, apply, or otherwise use such security deposit or other arrangement without the prior approval of this Court, unless the Debtors and the applicable Rejection Counterparty otherwise agree. If the Debtors agree, no further order shall be necessary to effectuate the setoff.

i. ***Abandoned Property***. The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected ~~Contract~~Lease. The Rejection Counterparty may not interfere with Debtors' removal of any of the Debtors' personal property prior to the Rejection Date. The Debtors shall generally describe any Abandoned Property in the Rejection Notice and their intent to abandon such property; *provided*, *however*, that Abandoned Property shall not include any hazardous materials or personally identifiable information. Absent a timely objection, all of the Debtors' personal property located on the Debtors' leased premises on the Rejection Date of the applicable ~~l~~Lease ~~of nonresidential real property~~, unless otherwise ~~specified~~agreed by the Debtors ~~(~~and ~~other than any leased property not owned by the Debtors)~~the applicable Rejection Counterparty, shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, free and clear of all liens, claims, encumbrances or interests, effective as of the Rejection Date. Prior to the Rejection Date, the Debtors shall use their best efforts to notify the owners or lessors of leased property of the location at which such leased property may be retrieved. As of the Rejection Date, ~~L~~landlords may, in their sole discretion and without further notice to any party or order of this Court, utilize and/or dispose of such Abandoned Property without further notice or liability to the Debtors or third parties, and to the extent applicable, the automatic stay is modified to allow such disposition.

j. ***Proofs of Claim***. Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (i) the deadline for filing proofs of claim established in these chapter 11 cases, if any, and (ii) thirty days after the later to occur of (A) the effective date of such rejection and (B) the date the Rejection Order is entered. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages

arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases or otherwise.

4. The following Assumption Procedures are approved in connection with assuming, or assuming and assigning, Contracts:

a. ***Assumption Notice***. The Debtors shall file a notice substantially in the form attached ~~to the Order~~hereto as Exhibit 2 (the "Assumption Notice") indicating the Debtors' intent to assume one or more Contracts pursuant to section 365 of the Bankruptcy Code, which Assumption Notice shall set forth, among other things~~,~~: (i) the Contract(s) to be assumed; (ii) the Debtor or Debtors party to such Contract(s); (iii) the names and addresses of the counterparties to such Contract(s) (each, an "Assumption Counterparty," and collectively, the "Assumption Counterparties"); (iv) in the case of a Lease with respect to one of the Debtors' brick-and mortar retail locations, the store number and address of the affected location, if applicable; (v) the identity of any proposed assignee of such Contract(s) (the "Assignee"), if applicable; (~~v~~vi) the effective date of the assumption for each such Contract (the "Assumption Date"); (vii) the proposed cure amount, if any, for each such Contract; (viii) a general description of any material amendments to the Contract(s) made with the prior consent and written agreement of the applicable Assumption Counterparty outside of the ordinary course of business~~, either by mutual agreement by the parties or otherwise~~; and (~~viii~~ix) the deadlines and procedures for filing objections to the Assumption Notice (as set forth below). The Assumption Notice may list multiple Contracts in accordance with Bankruptcy Rule 6006. Further, the Assumption Notice ~~Shall~~shall include the proposed form of order (the "Assumption Order") approving the assumption of the Contracts. No Contract shall be deemed assumed absent entry of an applicable Assumption Order.

b. ***Service of the Assumption Notice***. Within two business days following the filing of an Assumption Notice, the Debtors will cause such Assumption Notice to be served, regardless of the manner and means required for delivery of notices stated in the affected Contract(s): (i) by overnight service or e-mail upon the Assumption Counterparties affected by the Assumption Notice and each Assignee, if applicable, at the notice address provided in the applicable Contract (and upon the Assumption Counterparties' counsel, if known, with e-mail service upon such counsel

being sufficient) and (ii) by first-class mail, e-mail, or fax, upon the Master Notice Parties.

c. ***Adequate Assurance Information***. If the Debtors propose to assume or assume and assign a Lease, the Debtors shall serve the Assumption Counterparties with evidence of adequate assurance of future performance concurrently with the Assumption Notice or as soon as reasonably practicable thereafter (the "Adequate Assurance Information").

d. ~~c.~~ ***Objection Procedures***. Parties ~~that wish to~~ objecting to a proposed assumption, or assumption and assignment (including as to the proposed cure amount), as applicable, of a Contract~~, including as to the cure amount, must notify the Debtors in writing (e-mail to counsel being sufficient) within five business days following service of the Assumption Notice stating that such party wishes to object to the applicable Assumption Notice (the "Assumption Objection Notice"). Following receipt of the Assumption Objection Notice, the applicable objecting party shall work in good faith with the Debtors and/or their counsel to resolve such potential objection during the Resolution Period prior to filing a formal objection with this Court. In the event that the relevant issue(s) contained in the Assumption Objection Notice remain unresolved following the expiration of the Resolution Period, the objecting party must (i) file an objection[2] with this Court on the docket of the Debtors' chapter 11 cases and (ii) serve such objection on the Objection Service Parties so that such objection~~ must file and serve a written objection[2] such that it is ***actually received*** by the Objection Service Parties (a) in the case of a Lease, no later than ~~seven calendar days following the expiration of the Resolution Period (~~fourteen days after the date the Debtors serve the applicable Assumption Counterparties with the Adequate Assurance Information; and (b) in the case of a Contract other than a Lease, no later than fourteen days after the date the Debtors file and serve the applicable Assumption Notice ((a) and (b), collectively, the "Assumption Objection Deadline").

e. ~~d.~~ ***No Objection Timely Filed***. If no objection or response to the assumption of any particular Contract is timely filed, the Debtors shall submit an Assumption Order under a certificate of no objection. Once the

~~[2] An objection to the assumption of any particular Contract listed on an Assumption Notice shall not constitute an objection to the assumption of any other Contract listed on such Assumption Notice.~~

[2] An objection to the assumption of any particular Contract listed on an Assumption Notice shall not constitute an objection to the assumption of any other Contract listed on such Assumption Notice.

applicable Assumption Order is entered by this Court, each Contract for which no objection or response was timely filed shall be assumed as of the applicable Assumption Date set forth in the applicable Assumption ~~Notice~~Order or such other date as the Debtors and the applicable Assumption Counterparty agrees, and the proposed cure amount shall be binding on all counterparties to such Contract and no amount in excess thereof shall be paid for cure purposes; *provided* that the Assumption Date for a Lease shall not occur earlier than the date of entry of the Assumption Order.

f. ~~e.~~ ***Unresolved Timely Objections***. If~~, following a good-faith attempt to reach a resolution with the Debtors, an Assumption Counterparty timely files and properly serves~~ an objection to ~~an~~the assumption or assumption and assignment of any Contract(s) listed in the applicable Assumption Notice is timely filed and properly served as specified above and such objection is not withdrawn or otherwise resolved, the Debtors will request a hearing before this Court at the next regularly scheduled omnibus hearing and provide at least seven calendar days' notice of such hearing to the applicable Assumption Counterparty and the other Objection Service Parties. Such Contract will only be deemed assumed upon entry by this Court of a consensual form of Assumption Order resolving the objection as between the objecting party and the Debtors, or if resolution is not reached and/or if such objection is overruled or withdrawn and this Court approves the assumption, such Contract shall be assumed or assumed and assigned as of ~~(i)~~ the applicable Assumption Date set forth in the Assumption ~~Notice, (ii) such other date to which the Debtors and the applicable Assumption Counterparty agree, or (iii) such date as ordered~~Order entered by this Court.

g. ~~f.~~ ***Consent Orders***. Any objection may be resolved without a hearing and an agreed Assumption Order may be submitted to this Court for entry by the filing of a joint notice of such resolution by counsel to the Debtors, counsel to the objecting party, and, if different from the objecting party, counsel to the Assumption Counterparty.

h. ~~g.~~ ***Removal from Schedule***. The Debtors reserve the right to remove any Contract from the schedule to an Assumption Notice at any time prior to the entry of the applicable Assumption Order but shall provide any affected Assumption Counterparty and Service Parties notice of removal of any Contract from the Assumption Notice as soon as reasonably practicable after such removal, and in any event no later than two business days following such removal.

5. With regard to Contracts to be assigned, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the assignment of any Contract shall (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds in the same order and priority subject to all existing defenses, claims, setoffs, and rights) and (ii) all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guaranties of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims and encumbrances that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contract(s) in connection with the assignment by the Debtor to the Assignee); and (b) constitutes a legal, valid, and effective transfer of such Contract(s) and vests the applicable Assignee with all rights, titles, and interests to the applicable Contracts.[3] For the avoidance of doubt, all provisions of the applicable assigned Contract, including any provision limiting assignment, shall be binding on the applicable Assignee.

6. Subject to and conditioned upon the occurrence of a closing with respect to the assumption and assignment of any Contract, and subject to the other provisions of this Order (including the aforementioned Assumption Procedures), the Debtors are hereby authorized in accordance with section 365(b) and (f) of the Bankruptcy Code to (a) assume and assign to any

[3] Certain of the Contracts may contain provisions that restrict, prohibit, condition, or limit the assumption and/or assignment of such Contract. The Debtors reserve all rights with respect to the enforceability of such provisions, including the right to argue such clauses are unenforceable.

~~Assignees the applicable Contracts, with any applicable Assignee being responsible only for the post-assignment liabilities or defaults under the applicable Contracts, except as otherwise provided for in this Order, and (b) execute and deliver to any applicable Assignee such assignment documents as may be reasonably necessary to sell, assign, and transfer any such Contract.~~

~~7. The Debtors' right to assert that any provisions in the Contract that expressly or effectively restrict, prohibit, condition, or limit the assignment of or the effectiveness of such Contract to an Assignee are unenforceable anti-assignment or *ipso facto* clauses is fully reserved.~~

~~8. Unless otherwise agreed, the Assignee shall have no liability or obligation with respect to defaults relating to the assigned Contracts arising, accruing, or relating to a period prior to the applicable Assumption Date.~~

~~9. The Debtors are hereby authorized, pursuant to section 363(b) of the Bankruptcy Code, to enter into the consensual amendments as set forth in an Assumption Notice.~~

5. ~~10.~~ Approval of the Contract Procedures and this Order will not prevent the Debtors from seeking to reject, assume, or assume and assign a Contract by separate motion or pursuant to a chapter 11 plan.

6. ~~11.~~ All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently

assert that any particular Contract is expired or terminated and is no longer an executory contract or unexpired lease, respectively.

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

8. ~~13.~~ The fourteen-day stay required of any assignment of any Contract pursuant to Bankruptcy Rule 6006(d) is hereby waived.

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

10. ~~15.~~ The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion, the Rejection Notices, and the Assumption Notices.

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

Exhibit 1

Proposed Rejection Notice

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C. (admitted *pro hac vice* ~~pending~~)
Matthew C. Fagen, P.C. (admitted *pro hac vice* ~~pending~~)
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Proposed Co-Counsel to the Debtors and the Debtors in Possession

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

NOTICE OF REJECTION OF CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES

PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 2 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.

PLEASE TAKE NOTICE that on [●], 2026, the United States Bankruptcy Court for the District of New Jersey (the "Court") entered an order on the motion (the "Motion")[2] of debtors

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

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

and debtors in possession (the "Debtors") (a) authorizing and approving procedures for rejecting or assuming, or assuming and assigning, executory contracts and unexpired leases; and (b) granting related relief [Docket No. [●]] (the "Procedures Order") attached hereto as **Schedule 1**.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Procedures Order and by this written notice (this "Rejection Notice"), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 2** attached hereto is hereby rejected effective as of the date (the "Rejection Date") set forth in **Schedule 2**, or such other date as the Debtors and the applicable counterparty or counterparties to any such Contract agree.

PLEASE TAKE FURTHER NOTICE that parties seeking to object to the proposed rejection of any of the Contracts ~~must notify the Debtors in writing (e-mail to counsel being sufficient) within five business days following service of this Rejection Notice stating that such party wishes to object to this Rejection Notice (the "Rejection Objection Notice"). Following receipt of the Rejection Objection Notice, the applicable objecting party shall work in good faith with the Debtors and/or their counsel to resolve such potential objection for a minimum of ten business days prior to filing a formal objection with the Court (such ten-business-day period, the "Resolution Period"). In the event that the relevant issue(s) contained in the Rejection Objection Notice remain unresolved following the expiration of the Resolution Period, the objecting party must (i) file an~~or the proposed abandonment of any property must within fourteen days of the filing of this Notice (i) file a written objection[3] with the Court on the docket of the

[3] An objection to the rejection of any particular Contract listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract listed on such Rejection Notice.

Debtors' chapter 11 cases and (ii) serve such objection on the following parties (collectively, the "Objection Service Parties") so that such objection is ***actually received*** by the Objection Service Parties no later than seven calendar days following the expiration of the Resolution Period (the "Rejection Objection Deadline"): (~~i~~a) the Debtors, Eddie Bauer LLC, 6501 Legacy Drive, Suite B100 Plano, Texas 75024, Attn.: Dawn Wolverton (dawn.wolverton@catalystbrands.com); (~~ii~~b) proposed co-counsel to the Debtors, (~~A~~i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com), Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com) and (~~B~~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); (~~iii~~c) the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Fran Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov); ~~and (iv) any statutory committee appointed in these chapter 11 cases~~(d) proposed counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 1700 Broadway, 36th Floor, New York, New York, 10019, Attn.: Robert Feinstein (rfeinstein@pszjlaw.com), Brad Sandler (bsandler@pszjlaw.com), and Shirley Cho (scho@pszjlaw.com); and (e) the applicable Rejection Counterparty and their counsel, if known. Only those responses that are timely filed, served, and received will be considered at any hearing.

PLEASE TAKE FURTHER NOTICE that if no objection or response to the rejection of a particular Contract is timely filed, the Debtors shall submit a Rejection Order under a certificate of no objection. Each Contract for which no objection or response was timely filed

shall be rejected as of the applicable Rejection Date set forth set forth on **Schedule 2** attached hereto or such other date as the Debtors and the applicable Rejection Counterparty agree; *provided*, *however*, that the Rejection Date for a rejection of a lease of nonresidential real property shall not occur until the later~~r~~st to occur of (i) the proposed Rejection Date set forth ~~in the Rejection Notice and~~on **Schedule 2** attached hereto; (ii) the date the Debtors relinquish control of the premises ~~by~~and notify~~ing~~ the affected landlord ~~or~~and such landlord's counsel (if any) in writing (e-mail being sufficient) of the Debtors' surrender of the premises and, as applicable, (~~A) turning~~a) turn over keys, key codes, and/or security codes, if any, to the affected landlord~~,~~ or (~~B~~b) if such keys, key codes and/or security codes, if any, are not available or providing same would be impractical, notify~~ing~~ such affected landlord ~~or~~and such landlord's counsel, if any, in writing (e-mail being sufficient) that the keys, key codes, and security codes, if any, are not available or that providing same would be impractical, but that the landlord may rekey the leased premises; and (c) such other date to which the Debtors and the applicable Rejection Counterparty have agreed or as the Court may order.

PLEASE TAKE FURTHER NOTICE that if, ~~following a good faith attempt to reach a resolution with the Debtors,~~ a Rejection Counterparty timely files and properly serves an objection to a Rejection Notice as specified above and such objection is not withdrawn or otherwise resolved, the Debtors will request a hearing before the Court at the next regularly scheduled omnibus hearing and shall provide at least seven calendar days' notice of such hearing to the applicable Rejection Counterparty and the other Objection Service Parties. Such Contract will only be deemed rejected upon entry by the Court of a consensual form of Rejection Order resolving the objection as between the objecting party and the Debtors, or if resolution is not reached and/or if such objection is overruled or withdrawn, such Contract(s) shall be deemed

rejected as of (~~i~~a) the applicable Rejection Date set forth on **Schedule 2** attached hereto, (~~ii~~b) such other date to which the Debtors and the applicable Rejection Counterparty agree, or (~~iii~~c) such date as ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Procedures Order, if the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, the Contract counterparty may not set off, recoup, draw on, apply, or otherwise use such security deposit or other arrangement, without further order of the Court, unless the Debtors and the applicable counterparty or counterparties to such Contracts otherwise agree.

PLEASE TAKE FURTHER NOTICE that, absent timely objection, any ~~personal~~ property of the Debtors that is listed and described in **Schedule 2** attached hereto shall be deemed abandoned as of the Rejection Date.

PLEASE TAKE FURTHER NOTICE that, to the extent you wish to assert a claim with respect to rejection of your Contract or Contracts, you must do so by the later of (~~i~~a) the deadline for filing proofs of claim established in these chapter 11 cases, if any, and (~~ii~~b) thirty days after the later to occur of (i) the Rejection Date and (ii) the date the Rejection Order is entered. IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (A) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (B) VOTING ON ANY CHAPTER 11 PLAN OF REORGANIZATION FILED IN THESE CASES ON ACCOUNT OF SUCH CLAIM, AND (C) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

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Dated: [●], 2026

/s/ *DRAFT*

COLE SCHOTZ P.C.
Michael D. Sirota, Esq.
Warren A. Usatine, Esq.

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Schedule 1

Procedures Order

Schedule 2

Rejected Contracts

Store Number	Contract to Be Rejected	Rejection Counterparty	Description of Contract[1]	Abandoned Property	Rejection Date

[1] The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

Schedule 3

Proposed Rejection Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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-and-

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

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

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

[NUMBER] ORDER APPROVING THE REJECTION OF CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES AND THE ABANDONMENT OF CERTAIN PERSONAL PROPERTY, IF ANY

The relief set forth on the following pages, numbered three (3) through five (5), is

ORDERED.

Debtors: EDDIE BAUER LLC, *et al.*
Case No. 26-11422 (SLM)
Caption of Order: [Number] Order Approving the Rejection of Certain Executory Contracts and/or Unexpired Leases and the Abandonment of Certain Personal Property, If Any

Upon the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No. ___] (the "Procedures Order")[1] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the matter in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having properly filed and served a Rejection Notice on each applicable party as set forth in the rejection schedule attached hereto as **Exhibit 1** (the "Rejection Schedule") in accordance with the terms of the Procedures Order; and no timely objections having been filed to the rejection of such Contracts; and due and proper notice of the Procedures Order and the Rejection Notice having been provided to each applicable Rejection Counterparty as set forth in the Rejection Schedule such that no other notice need be provided; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Contracts listed on the Rejection Schedule attached hereto as **Exhibit 1** are rejected under section 365 of the Bankruptcy Code effective as of the later of the applicable Rejection Date or such other date as the Debtors and the applicable Rejection Counterparty agree; *provided*, *however*, that the effectiveness of a rejection of a Lease shall not occur until the

[1] Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Procedures Order.

latest to occur of (a) the proposed Rejection Date set forth on **Exhibit 1**; (b) the date the Debtors relinquish control of the premises and notify the affected landlord and such landlord's counsel (if any) in writing (e-mail being sufficient) of the Debtors' surrender of the premises and, as applicable, (i) turn over keys, key codes, and/or security codes, if any, to the affected landlord or (ii) if such keys, key codes and/or security codes, if any, are not available or providing same would be impractical, notify such affected landlord and such landlord's counsel, if any, in writing (e-mail being sufficient) that the keys, key codes, and security codes, if any, are not available or that providing same would be impractical, but that the landlord may rekey the leased premises; and (c) such other date to which the Debtors and the applicable Rejection Counterparty have agreed or as this Court may order.

2. The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Lease. The Rejection Counterparty may not interfere with Debtors' removal of any of the Debtors' personal property prior to the Rejection Date. For the avoidance of doubt, unless otherwise agreed and absent any sustained objection as it relates to property at a particular premises, all property located on the Debtors' leased premises on the Rejection Date of the applicable Lease shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date, *provided*, *however*, that the Debtors shall not abandon and shall remove all hazardous materials and known personally identifiable information prior to the Rejection Date. As of the Rejection Date, landlords may, in their sole discretion and without further notice to any party or

order of this Court, utilize and/or dispose of such property, free and clear of all liens, claims, and encumbrances, effective as of the Rejection Date, without further notice or liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

3. Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (a) the deadline for filing proofs of claim established in these chapter 11 cases, if any, and (b) thirty days after the later to occur of (i) the effective date of such rejection and (ii) the date the Rejection Order is entered. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from such rejection and from participating in any distributions on account of such claim that may be made in connection with these chapter 11 cases or otherwise.

4. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order and the rejection without further order from this Court.

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

[Different first page link-to-previous setting changed from on in original to off in modified.].

Exhibit 2

Proposed Assumption Notice

[Different first page link-to-previous setting changed from off in original to on in modified.].

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

NOTICE OF ASSUMPTION OF CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES

PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 2 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.

PLEASE TAKE NOTICE that on [●], 2026, the United States Bankruptcy Court for the District of New Jersey (the "Court") entered an order on the motion (the "Motion")[2] of debtors

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

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

and debtors in possession (the "Debtors") (a) authorizing and approving procedures for rejecting or assuming, or assuming and assigning, executory contracts and unexpired leases; and (b) granting related relief [Docket No. [●]] (the "Procedures Order") attached hereto as **Schedule 1**.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Procedures Order and by this written notice (this "Assumption Notice"), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 2** attached hereto is hereby assumed (including as amended) or assumed (including as amended) and assigned, as applicable, effective as of the date (the "Assumption Date") set forth in **Schedule 2**, or such other date as the Debtors and the counterparty or counterparties to any such Contract agree.

PLEASE TAKE FURTHER NOTICE that the Debtor or Assignee, as applicable, has the financial wherewithal to meet all future obligations under the Contract, ~~which may be evidenced upon written request by the counterparty to the Contract, thereby~~and, to the extent the Debtors seek to assume or assume and assign a Lease, the Debtors will serve evidence of adequate assurance of future performance with this Assumption Notice demonstrating that the Debtor or Assignee, as applicable, has the ability to comply with the requirements of adequate assurance of future performance.[2]

PLEASE TAKE FURTHER NOTICE that parties that wish to object to a proposed assumption, or assumption and assignment, ~~as applicable, of a Contract, including as to the cure amount, must notify the Debtors in writing (e-mail to counsel being sufficient) within five~~

[2] ~~The Debtors shall serve the counterparty to the Contract with evidence of adequate assurance upon such counterparty's written request to Debtors' counsel.~~

~~business days following service of the Assumption Notice stating that such party wishes to object to the applicable Assumption Notice (the "Assumption Objection Notice"). Following receipt of the Assumption Objection Notice, the applicable objecting party shall work in good faith with the Debtors and/or their counsel to resolve such potential objection for a minimum of ten business days prior to filing a formal objection with the Court (such ten-business-day period, the "Resolution Period") prior to filing a formal objection with the Court. In the event that the relevant issue(s) contained in the Assumption Objection Notice remain unresolved following the expiration of the Resolution Period, the objecting party must~~must file and serve such objection on the following parties (collectively, the "Assumption Service Parties") so that such objection is ***actually received*** by the ~~Assumption~~Objection Service Parties (a) in the case of a Lease, no later than ~~seven calendar days following the expiration of the Resolution Period (~~fourteen days after the date the Debtors serve the applicable Assumption Counterparties with Adequate Assurance Information; and (b) in the case of a Contract other than a Lease, no later than fourteen days after the date the Debtors file and serve the applicable Assumption Notice ((a) and (b), collectively, the "Assumption Objection Deadline"): (~~i~~a) the Debtors, Eddie Bauer LLC, 6501 Legacy Drive, Suite B100 Plano, Texas 75024, Attn.: Dawn Wolverton (dawn.wolverton@catalystbrands.com); (~~ii~~b) proposed co-counsel to the Debtors, (~~A~~i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com), Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com) and (~~B~~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); (~~iii~~c) the United States Trustee for the District of New

Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Fran Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov); ~~and (iv) any statutory committee appointed in these chapter 11 cases~~(d) the Committee, c/o proposed counsel, Pachulski Stang Ziehl & Jones LLP, 1700 Broadway, 36th Floor, New York, New York, 10019 Attn: Robert Feinstein (rfeinstein@pszjlaw.com), Brad Sandler (bsandler@pszjlaw.com), and Shirley Cho (scho@pszjlaw.com); and (e) the applicable Assumption Counterparty and their counsel, if known. Only those responses that are timely filed, served, and received will be considered at any hearing.

PLEASE TAKE FURTHER NOTICE that if no objection or response to the assumption of any Contract is timely filed, the Debtors shall file an Assumption Order under a certificate of no objection. Each Contract shall be assumed as of the Assumption Date set forth in **Schedule 2** attached hereto or such other date as the Debtors and the applicable Assumption Counterparties agree, and the proposed cure amount shall be binding on all counterparties to such Contract.~~3~~[3]

PLEASE TAKE FURTHER NOTICE that the proposed cure amounts for contracts proposed to be assumed pursuant to the Assumption Notice are set forth in **Schedule 2** attached hereto. If a written objection to the proposed cure amount is not timely filed, then the cure amount shall be binding on all parties, and no amount in excess thereof shall be paid for cure purposes.

~~3~~[3] An objection to the assumption of any particular Contract or cure amount listed in this Assumption Notice shall not constitute an objection to the assumption of any other contract or lease listed in this Assumption Notice. Any objection to the assumption of any particular Contract or cure amount listed in this Assumption Notice must state with specificity the Contract to which it is directed. For each particular Contract whose assumption is not timely or properly objected to, such assumption will be effective in accordance with this Assumption Notice and the Procedures Order.

PLEASE TAKE FURTHER NOTICE that if, ~~following a good faith attempt to reach a resolution with the Debtors,~~ an Assumption Counterparty timely files and properly serves an objection to the assumption of a Contract set forth on **Schedule 2** as specified above and such objection is not withdrawn or otherwise resolved, the Debtors will request a hearing before the Court at the next regularly scheduled omnibus hearing and shall provide at least seven calendar days' notice of such hearing to the applicable Assumption Counterparty and the other ~~Objection~~Assumption Service Parties. Such Contract will only be deemed assumed upon entry by the Court of a consensual form of Assumption Order resolving the objection as between the objecting party and the Debtors, or if resolution is not reached and/or if such objection is overruled or withdrawn, such Contract shall be assumed as of ~~(i)~~ the applicable Assumption Date set forth in the Assumption ~~Notice, (ii) such other date to which the Debtors and the applicable Assumption Counterparty agree, or (iii) such date as ordered~~Order entered by the Court.

[*Remainder of Page Intentionally Left Blank*]

Dated: [●], 2026

/s/ *DRAFT*

COLE SCHOTZ P.C.
Michael D. Sirota, Esq.
Warren A. Usatine, Esq.

Felice R. Yudkin, Esq.

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

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Schedule 1

Procedures Order

Schedule 2

Assumed Contracts

Store Number	Contract to Be Assumed	Assumption Counterparty	Proposed Assignee, If Any	Description of Contract[1]	Amendments to Contract	Cure Amount	Assumption Date

[1] The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

Schedule 3

Proposed Assumption Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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

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

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

[NUMBER] ORDER APPROVING THE ASSUMPTION AND/OR ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES

The relief set forth on the following pages, numbered three (3) through seven (7), is

ORDERED.

Debtors: EDDIE BAUER LLC, *et al.*
Case No. 26-11422 (SLM)
Caption of Order: [Number] Order Approving the Assumption or Assumption and Assignment of Certain Executory Contracts and/or Unexpired Lease

Upon the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No. ___] (the "Procedures Order")[1] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the matter in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having properly filed and served an Assumption Notice on each applicable party as set forth in the assumption schedule attached hereto as **Exhibit 1** (the "Assumption Schedule") in accordance with the terms of the Procedures Order; and no timely objections having been filed to the assumption of such Contracts; and due and proper notice of the Procedures Order and the Assumption Notice having been provided to each applicable Assumption Counterparty as set forth in the Assumption Schedule such that no other notice need be provided; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Debtors are authorized to assume or assume and assign the Contracts listed on **Exhibit 1**. The Contracts, as amended with the prior consent and written agreement of the applicable Assumption Counterparty, if applicable, are hereby deemed to be assumed or assumed and assigned by the Debtors pursuant to section 365(a) of the Bankruptcy Code effective as of the Assumption Date set forth on **Exhibit 1**.

[1] Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Procedures Order.

2. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the assignment of any Contract listed on **Exhibit 1** shall: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds of any such Contract in the same order and priority subject to all existing defenses, claims, setoffs, and rights) and (ii) all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guaranties of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims and encumbrances that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contract(s) in connection with the assignment by the Debtor to the Assignee), *provided*, *however*, that any such assignment shall not be free and clear of any accrued but unbilled or not due rent and charges under a lease of non-residential real property (a "Lease"), including adjustments, reconciliations and indemnity obligations, liability for which shall be assumed by the Debtors or the applicable Assignee, as agreed by and among the Debtors and the applicable Assignee; and (b) constitute a legal, valid, and effective transfer of such Contract(s) and vest the applicable Assignee with all rights, titles, and interests to the applicable Contract. For the avoidance of doubt, all provisions of and obligations under the applicable assigned Contract, including any provision limiting assignment, shall be binding on the applicable Assignee.

3. With respect to any Contracts listed on **Exhibit 1** that are Leases, nothing in

this Order is intended to waive any responsibility of any applicable Assignee to any obligations and liabilities arising under such Lease or any provision of such Lease, including any encumbrances, covenants, agreements, or rights applicable to such Lease that may limit or condition the use or lease of real property, such as, to the extent applicable, easements, reciprocal easement agreements, redevelopment agreements, covenants, licenses, or permits, that, in each case, are not executory and run with the land under applicable law, including the Bankruptcy Code. Nothing in this Order is intended to waive any responsibility of any applicable Assignee to assume a Lease subject to all its terms, including, to the extent applicable, responsibility for accrued or accruing but not yet due or unbilled obligations or liabilities such as, without limitation, any adjustments or reconciliations for royalties, percentage rents, common area or other maintenance charges, insurance, promotional funds, taxes, utilities, fees or other charges or percentage rents, arising under the applicable Lease, which obligations shall, unless otherwise agreed among the parties, be paid or performed when due in the ordinary course of business in accordance with the terms and conditions of the applicable Lease, regardless of whether such obligations are attributable to the period before or after the applicable assignment date of the applicable Lease.

4. Subject to and conditioned upon the occurrence of a closing with respect to the assumption and assignment of any Contract, and subject to the other provisions of this Order, the Debtors are hereby authorized in accordance with sections 365(b) and (f) of the Bankruptcy Code to (a) assume and assign to the Assignees the applicable Contracts identified on **Exhibit 1**, with any such applicable Assignee being responsible only for the post-assignment liabilities or

defaults under the applicable Contracts, except as otherwise provided for in this Order or as agreed between the Debtors and the applicable Assumption Counterparty, and (b) execute and deliver to any such applicable Assignee such assignment documents as may be reasonably necessary to sell, assign, and transfer any such Contract. For the avoidance of doubt, with respect to the assumption and assignment of a Lease, nothing in this Order shall (a) alter or affect the Debtors' obligations (including payment obligations) to comply with section 365(d)(3) of the Bankruptcy Code until the effective date of an applicable assignment or (b) alter or modify the rights of any lessor or other counterparty to such Lease with respect to the Debtors until the effective date of an applicable assignment.

5. The Debtors' right to assert that any provisions in any Contract listed on **Exhibit 1** that expressly or effectively restrict, prohibit, condition, or limit the assignment of or the effectiveness of such Contract to an Assignee are unenforceable anti-assignment or *ipso facto* clauses is fully reserved, and the Assumption Counterparties' rights to respond and/or object are fully reserved.

6. Except as otherwise provided herein or unless otherwise agreed, the Assignee (if applicable) shall have no liability or obligation with respect to defaults relating to the assigned Contracts arising, accruing, or relating to a period prior to the applicable Assumption Date.

7. The Debtors are hereby authorized, pursuant to section 363(b) of the Bankruptcy Code, to enter into the consensual amendments as set forth in the Assumption Notice.

8. The fourteen-day stay required of any assignment of any Contract pursuant to

Bankruptcy Rule 6006(d) is hereby waived.

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

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

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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

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

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

ORDER AUTHORIZING EMPLOYMENT AND PAYMENT OF PROFESSIONALS UTILIZED IN THE ORDINARY COURSE OF BUSINESS

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

Upon the Debtors' motion (the "Motion")[2] for entry of an order (this "Order"): (a) authorizing, but not directing, the Debtors to (i) retain Ordinary Course Professionals (which includes both Initial Ordinary Course Professionals and Additional Ordinary Course Professionals) without the necessity of a separate, formal retention application approved by this Court for each Ordinary Course Professional, and (ii) pay each Ordinary Course Professional for postpetition services rendered and expenses incurred, including, if necessary, advancing any reasonable postpetition retainer to the Ordinary Course Professional, subject to certain limits set forth below, without the necessity of additional court approval; and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; and this Court having determined that the legal and factual bases set

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

forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

3. The Debtors are authorized, but not directed, to employ and retain the Ordinary Course Professionals listed on **Exhibit 1** attached hereto (the "Initial Ordinary Course Professionals"), and any Additional Ordinary Course Professional (as defined in the Motion and in this Order, and collectively with the Initial Ordinary Course Professionals, the "Ordinary Course Professionals"), without the need to file individual retention applications or obtain retention orders for each such Ordinary Course Professional. The Debtors are further authorized, but not directed, to pay such Ordinary Course Professionals' fees, including, if necessary, advancing any reasonable postpetition retainer to the Ordinary Course Professional, and reimburse expenses incurred pursuant to the terms of this Order. Such authorizations are effective as of the Petition Date or the applicable date of engagement.

4. Within seven days after the date of entry of this Order, the Debtors shall serve this Order upon each Initial Ordinary Course Professional. Thereafter, by the date which is thirty days after the later of (a) the date of entry of this Order or (b) the date on which each retained Initial Ordinary Course Professional commences services for the Debtors, each Initial Ordinary Course Professional shall provide to the Debtors and the Debtors' counsel a Declaration pursuant

to section 1746 of title 28 of the United States Code, substantially in the form attached hereto as **Exhibit 2**, for filing with the Court and service (via e-mail) upon (a) proposed co-counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com); (b) proposed co-counsel to the Debtors, Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota, Esq. (msirota@coleschotz.com), Warren A. Usatine, Esq. (wusatine@coleschotz.com), and Felice R. Yudkin, Esq. (fyudkin@coleschotz.com); (c) counsel to the Prepetition ABL Administrative Agent, Otterbourg P.C., 230 Park Avenue, New York, NY 10169, Attn.: Daniel F. Fiorillo (dfiorillo@otterbourg.com); (e) counsel to the Consenting Prepetition Term Loan Agent, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036, Attn.: Gregg Galardi (gregg.galardi@ropesgray.com); (f) counsel to the Prepetition Subordinated Loan Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, Massachusetts 02110, Attn.: Mark Silva (msilva@choate.com); ~~and~~ (g) the U.S. Trustee, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Fran B. Steele (Fran.B.Steele@usdoj.gov) and David Gerardi (David.Gerardi@usdoj.gov); and (h) proposed counsel to the Official Committee of Unsecured Creditors, Pachulski Stang Ziehl & Jones LLP, 1700 Broadway, 36th Floor, New York, New York 10019 Attn.: Robert Feinstein (rfeinstein@pszjlaw.com), Brad Sandler (bsandler@pszjlaw.com), and Shirley Cho (scho@pszjlaw.com) (collectively, the "Notice Parties"). Each Ordinary Course Professional shall also complete and return the Retention

Questionnaire, substantially in the form attached hereto as **Exhibit 3**, and serve the same (via e-mail) upon the Notice Parties.

5. The Debtors are authorized, without need for further hearing or order from the Court, to employ and retain ordinary course professionals not currently listed on **Exhibit 1** (the "Additional Ordinary Course Professionals") by filing with the Court, and serving on the Notice Parties, a supplement to **Exhibit 1** (the "Supplemental List"), listing the name of the Additional Ordinary Course Professional, together with a brief description of the services to be rendered and the applicable Monthly Fee Cap, serving a copy of both the Supplemental List and the Retention Questionnaire on the Notice Parties, and by otherwise complying with the terms of this Order. Such authorization is effective retroactive to the date of filing the Supplemental List or the applicable date of engagement. Each Additional Ordinary Course Professional shall file a Declaration within thirty days of the filing of such Supplemental List, and the Debtors shall file such documentation with the Court and serve a copy on the Notice Parties.

6. The Notice Parties shall have fourteen days after the later of (a) the entry of this Order, (b) the service of any Declaration, or (c) the service of any Retention Questionnaire (the "Objection Deadline") to object to the retention of any Ordinary Course Professional. Any such objections shall be filed with the Court and served upon the Notice Parties and the Ordinary Course Professional subject to such objection by the Objection Deadline. If any objection cannot be resolved or withdrawn within fourteen days after service (or on such earlier date as determined by the Debtors in their discretion), upon request by the Debtors, such objection shall be scheduled for hearing before the Court on the next regularly scheduled omnibus hearing date

or such other date that may be agreeable to the Ordinary Course Professional, the Debtors, and the objecting party. If no objection is received on or before the Objection Deadline, or if any submitted objection is timely withdrawn or resolved, the Debtors shall be authorized to retain the Ordinary Course Professional as a final matter without further order of the Court, effective as of the Petition Date or the applicable date of engagement.

7. The Debtors shall not pay any fees or reimburse any expenses (nor shall any Ordinary Course Professional draw down any previously provided retainer) to any Ordinary Course Professional unless: (a) the Ordinary Course Professional has submitted its Declaration and such Declaration has been filed with the Court and, along with the Retention Questionnaire, served on the Notice Parties; (b) the Objection Deadline has expired; and (c) no timely objection is pending. If a timely objection is received, no payment shall be made until such objection is either resolved, withdrawn, or otherwise overruled by the Court.

8. The Debtors shall pay each Ordinary Course Professional retained in accordance with the procedures outlined above 100 percent of the fees and expenses incurred with respect to postpetition services, upon the submission to, and approval by, the Debtors of an appropriate invoice setting forth in reasonable detail the nature of the services rendered and expenses actually incurred during the month, without prejudice and subject to the Debtors' rights to dispute any such invoices in the ordinary course; *provided*, *however*, that each Ordinary Course Professional's total compensation and reimbursement shall not exceed the Monthly Fee Cap set forth in **Exhibit 1** or in any Supplemental List, as applicable, on average over any rolling three-month period.

9. The Debtors shall have the authority, in their discretion, to change the Monthly Fee Cap applicable to any given Ordinary Course Professional upon five calendar days' notice to the Notice Parties.

10. If an Ordinary Course Professional's fees and expenses exceed the Monthly Fee Cap over any rolling three-month period, such Ordinary Course Professional shall file a fee application on account of the amount over the applicable limit and apply for compensation and reimbursement of such amount in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, the Local Rules, the U.S. Trustee Fee Guidelines (as defined below), and any other procedures and orders of the Court. Such applicable Ordinary Course Professional shall be entitled to interim payment of its requested fees and expenses up to the Monthly Fee Cap pending the Court's allowance of those requested fees and expenses in excess of the Monthly Fee Cap.

11. Within thirty days after the end of, and with respect to, each full three-month period after entry of this Order, the Debtors shall serve upon the Notice Parties a summary statement that includes the following information for each Ordinary Course Professional: (a) the name of the Ordinary Course Professional; (b) the aggregate amounts paid as compensation for services rendered and reimbursement of expenses incurred by such Ordinary Course Professional during the statement period; and (c) a general description of the services rendered by such Ordinary Course Professional. The obligation to file summary statements shall terminate upon confirmation of a plan of reorganization in these chapter 11 cases.

12. This Order shall not apply to any Chapter 11 Professional retained by the Debtors pursuant to a separate order of this Court.

13. Each non-attorney Ordinary Course Professional shall waive any prepetition claim against the Debtors as a condition of its retention and compensation as an Ordinary Course Professional.

14. Each Ordinary Course Professional shall periodically update its Declaration and Retention Questionnaire to the extent necessary to reflect new facts or circumstances relevant to its retention, including, without limitation, any changes in the type or scope of services to be provided. Upon the filing of an updated Declaration and Questionnaire, the Notice Parties and any party in interest shall have fourteen days after service to object.

15. Subject to the payment procedures set forth in this Order, the Debtors' rights and the right of any party in interest to dispute any invoice submitted by an Ordinary Course Professional shall not be affected or otherwise prejudiced.

16. The Debtors shall not make any payment to any Ordinary Course Professional that has not complied with the Ordinary Course Professional Procedures and the other terms of this Order.

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

(II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief (the "Final Cash Collateral Order," and together with the Interim Cash Collateral Order, the "Cash Collateral Order"), and Approved Budget (as defined in the Cash Collateral Order).

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

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

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

21. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

Exhibit 1

Initial Ordinary Course Professionals

Professional	Type of Service Provided	Monthly Fee Cap if Services are Utilized
Norton Rose Fulbright Canada LLP	Legal	$10,000
Proskauer Rose LLP	Legal	$10,000
Fox Rothschild LLP	Legal	$10,000

Exhibit 2

Form of Declaration

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C. (admitted *pro hac vice* ~~pending~~)
Matthew C. Fagen, P.C. (admitted *pro hac vice* ~~pending~~)
Oliver Paré (admitted *pro hac vice* ~~pending~~)
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wusatine@coleschotz.com
fyudkin@coleschotz.com

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

DECLARATION OF [DECLARANT,] ON BEHALF OF PROPOSED ORDINARY COURSE PROFESSIONAL [COMPANY NAME]

I, [**Declarant**], pursuant to section 1746 of title 28 of the United States Code, hereby declare that the following is true to the best of my information, knowledge, and belief:

1. I am [**Title**] of [**Company Name**], located at [**Address**] (the "Firm").

[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. Eddie Bauer LLC and/or its affiliated debtors (collectively, the "Debtors") have requested that the Company provide [**Type of Services**] to the Debtors, and the Firm has consented to provide such services.

3. The Firm may have performed services in the past and may perform services in the future, in matters unrelated to these chapter 11 cases, for persons that are parties in interest in these cases. As part of its customary practice, the Firm is retained in cases, proceedings, and transactions involving many different parties, some of whom may represent or be claimants or employees of the Debtors, or other parties in interest in these cases. The Firm does not perform services for any such person in connection with these cases. In addition, the Firm does not have any relationship with any such person, their attorneys, or their accountants that would be adverse to the Debtors or their estates.

4. Neither I nor any principal of, or professional employed by, the Firm has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than the principals and regular employees of the Firm.

5. Neither I nor any principal of, or professional employed by, the Firm, insofar as I have been able to discover, holds or represents any interest adverse to the Debtors or their estates.

6. The Debtors owe the Firm $_____ for prepetition services, the payment of which is subject to limitations contained in title 11 of the United States Code, 11 U.S.C. §§ 101–1532.

7. [**FOR NON-LEGAL SERVICE FIRMS ONLY:** The Company agreed to waive all unpaid amounts for services rendered prior to the Petition Date.]

8. As of the Petition Date, which was the date on which the Debtors commenced these chapter 11 cases, the Firm [was/was not] party to an agreement for indemnification with the Debtors. [A copy of such agreement is attached as **Exhibit 1** to this Declaration.]

9. At any time during the period of its employment, if the Firm should discover any facts bearing on the matters described herein, the Firm will supplement the information contained in this Declaration.

10. I, or a representative of the Firm, have read and am familiar with the requirements of the *Order Authorizing Employment and Payment of Professionals Utilized in the Ordinary Course of Business.*

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

Executed this [**Date**] in [**City, State, Country**].

_____

[**Declarant**]

Exhibit 3

Form Retention Questionnaire

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

RETENTION QUESTIONNAIRE

TO BE COMPLETED BY EACH ORDINARY COURSE PROFESSIONAL EMPLOYED BY THE DEBTORS

Do not file this Questionnaire with the Court. Please return it to:

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Matthew C. Fagen, P.C. (admitted *pro hac vice* ~~pending~~)
Oliver Paré (admitted *pro hac vice* ~~pending~~)
Nathan Felton (admitted *pro hac vice* ~~pending~~)
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msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com

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

[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.

If more space is needed, please complete on a separate page and attach.

1. Name and address of firm:

_____

_____

_____

_____

2. Date of retention:

_____

3. Type of services provided (accounting, legal, etc.):

_____

_____

_____

4. Brief description of services to be provided:

_____

_____

_____

5. Arrangements for compensation (hourly, contingent, etc.):

_____

_____

_____

6. Prepetition claims against the Debtors held by the firm (if any):

_____

_____

_____

(a) Average hourly rate (if applicable):

_____

(b) Estimated average monthly compensation:

_____

7. Prepetition claims against the Debtors held individually by any member, associate, or professional employee of the firm:

_____

_____

_____

8. Disclose the nature and provide a brief description of any interest adverse to the Debtors or to its estate with respect to the matters on which the above-named firm is to be employed:

_____

_____

_____

9. Name and title of individual completing this Retention Questionnaire:

_____

_____

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and information.

Dated: _____, 2026

[Name]
[Title]
[Firm]

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



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C. (*pro hac vice* pending)
Matthew C. Fagen, P.C. (*pro hac vice* pending)
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fyudkin@coleschotz.com

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE USING THE CASH MANAGEMENT SYSTEM, (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO, AND (C) MAINTAIN EXISTING DEBTOR BANK ACCOUNTS, BUSINESS FORMS, AND BOOKS AND RECORDS; (II) AUTHORIZING THE DEBTORS TO CONTINUE TO PERFORM INTERCOMPANY TRANSACTIONS; (III) WAIVING CERTAIN U.S. TRUSTEE REQUIREMENTS; AND (IV) GRANTING RELATED RELIEF

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors in possession (collectively, the "Debtors") state the following in support of this motion (this "Motion"):[2]

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

[2] A description of the Debtors and their business, as well as the facts and circumstances supporting this Motion and giving rise to the Debtors' chapter 11 cases, is set forth in greater detail in the *Declaration of Stephen Coulombe, Co-Chief Restructuring Officer of Eddie Bauer LLC and its Affiliates, in Support of Chapter 11 Petitions and*

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the "Interim Order" and "Final Order"): (a) authorizing, but not directing, the Debtors to (i) operate their cash management system, (ii) honor certain prepetition obligations related thereto, and (iii) maintain existing bank accounts, business forms, and books and records; (b) authorizing, but not directing, the Debtors to continue to perform intercompany transactions; (c) granting the Debtors (i) an interim extension to comply with the deposit and investment requirements set forth in section 345(b) of the Bankruptcy Code pursuant to the Interim Order and (ii) a subsequent waiver thereof pursuant to the Final Order; and (d) granting related relief. In addition, the Debtors request that the Court schedule a final hearing within approximately twenty-one days after the commencement of these chapter 11 cases to consider entry of the Final Order.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the "Court") has 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*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). The Debtors confirm their consent to the Court's entry of a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

First Day Motions (the "First Day Declaration"), filed contemporaneously herewith and incorporated by reference herein. Capitalized terms used but not otherwise defined in this Motion shall have the meanings ascribed to them in the First Day Declaration.

4. The bases for the relief requested herein are sections 105, 345, 363, 364, and 503 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rules 2002(a), 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 9013-1 and 9013–5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey, dated August 1, 2025 (the "Bankruptcy Local Rules").

Background

5. On February 9, 2026 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have filed a motion contemporaneously herewith requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

The Cash Management System

I. Overview.

6. In the ordinary course of business, the Debtors and their non-Debtor affiliates (the "Non-Debtor Affiliates") maintain and operate a complex cash management system (the "Cash Management System"), a schematic of which is attached as Exhibit 1 to the Interim Order and Final Order. The Cash Management System is governed by various agreements between the Debtors and each of the Cash Management Banks (as defined herein) that set forth the terms and conditions the Debtors must comply with in operating the Cash Management System (the "Cash Management Agreements").

7. As of the Petition Date, the Cash Management System comprises thirty-two bank accounts (such accounts, together with any other bank accounts the Debtors may open in the

ordinary course of business, the "Bank Accounts"). Twenty-one of the Bank Accounts are owned by entities incorporated in the United States and are primarily associated with the Debtors' United States operations (the "U.S. Cash Management System"). Eleven of the Bank Accounts are owned by entities incorporated in Canada and are primarily associated with the Debtors' Canadian operations (the "Canadian Cash Management System"). Each of the Bank Accounts is owned either by a Debtor or a Non-Debtor Affiliate and is held at one of six banks in the United States or Canada (such banks, collectively, the "Cash Management Banks"). The Bank Accounts all hold either USD or CAD. As of the Petition Date, the Debtors hold approximately $20.0 million in total cash across Debtor Bank Accounts.[3]

8. The Cash Management System is critical to the Debtors' operations. The Debtors rely on the Cash Management System to efficiently and effectively collect, transfer, and disburse funds in the ordinary course of business. As such, the predictable flow of funds through the Cash Management System plays a crucial role in facilitating accurate cash monitoring, forecasting, and reporting. In the ordinary course of business, the Debtors' treasury department maintains daily oversight of the Cash Management System and implements controls for accepting, processing, and releasing funds, including in connection with Intercompany Transactions (as defined herein). Likewise, the Debtors' accounting department regularly reconciles the Debtors' books and records to ensure that all transfers are properly accounted for.

[3] Unless otherwise stated, all monetary amounts that are denominated in Canadian dollars ("CAD") have been converted to the United States dollars ("USD") at an exchange rate of 1.3557 CAD to 1.00 USD in accordance with the Federal Reserve Economic Data, https://fred.stlouisfed.org/series/DEXCAUS (retrieved on February 7, 2026).

A. The Bank Accounts.

9. Thirty-one of the thirty-two Bank Accounts in the Cash Management System are owned and controlled by the Debtors (the "Debtor Bank Accounts"). A single Bank Account is owned by a Non-Debtor Affiliate, SPARC Group LLC. The Debtors' Cash Management Banks in the United States are JPMorgan Chase Bank, N.A. ("JPM"); PNC Bank, N.A. ("PNC"); Bank of America, N.A. ("BofA"); U.S. Bank, N.A. ("U.S. Bank"); and Wells Fargo Bank, N.A. ("Wells Fargo"). The sole Cash Management Bank in Canada is the Bank of Nova Scotia ("Scotiabank").

10. Each of the Bank Accounts falls into one of six categories:[4]

Bank Accounts[5]	Description of the Bank Accounts
Collection Accounts Eddie Bauer LLC *PNC x3622* *JPM x0920* *U.S. Bank x3152* *Wells Fargo x0139* *BofA x9791* *BofA x6375* *BofA x4489* *PNC x8285* Eddie Bauer of Canada Corporation *Scotiabank x4716 (CAD)* *Scotiabank x8713 (CAD)* *Scotiabank x5312 (CAD)*	The Debtors maintain thirteen Bank Accounts that collect revenue from various sources (each, a "Collection Account"). Nine of the Collection Accounts are denominated in USD, are held at United States banks, and are primarily associated with the Debtors' United States brick-and-mortar retail, legacy e-commerce, and legacy wholesale operations (each, a "U.S. Collection Account"). Of the U.S. Collection Accounts, six collect revenue from the Debtors' brick-and-mortar retail stores located in the United States, one historically collected revenue from the Debtors' legacy wholesale operations, one historically collected revenue from the Debtors' legacy e-commerce operations, and one collects revenue from the Debtors' gift card[6] program.[7] Four of the Collection Accounts are denominated in CAD, are held at Scotiabank, and are primarily associated with the Debtors' Canadian

4 These descriptions of each type of Bank Account are for illustrative purposes only. A single Bank Account may fall into more than one of the categories described below.

5 All Bank Accounts hold USD unless otherwise stated.

6 The Debtors filed the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Maintain and Administer Their Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto and (II) Granting Related Relief* (the "Customer Programs Motion") contemporaneously herewith. The Debtors' gift card program is discussed in greater detail in the Customer Programs Motion.

7 As discussed in greater detail in First Day Declaration, prior to the Petition Date, the Debtors transferred their e-commerce and wholesale businesses to Outdoor 5, LLC ("O5," and such transition, the "O5 Transition"), as third-party designee of Authentic Brands Group, LLC and certain of its affiliates. Following the O5 Transition, the Debtors no longer sell merchandise via their legacy e-commerce and wholesale channels; however, the Debtors do continue to collect revenues from the sales of merchandise through such channels that completed before the O5 Transition.

Bank Accounts[5]	Description of the Bank Accounts
Scotiabank x3610 (CAD) Eddie Bauer Gift Card Services LLC *BofA x5746*	brick-and-mortar retail and legacy e-commerce operations (each, a "Canadian Collection Account"). As discussed in greater detail below, (a) funds collected in the U.S. Collection Accounts are regularly transferred either automatically or manually into the Concentration Account, or an Operating Account, and (b) funds collected in the Canadian Collection Accounts are regularly swept to the Canadian Operating Account.
Operating Accounts Eddie Bauer LLC *PNC x2044* *BofA x6436* *PNC x3604* Eddie Bauer of Canada Corporation *Scotiabank x6914 (CAD)* Non-Debtor Affiliate SPARC Group LLC *PNC x2524*	The Debtors maintain four Bank Accounts, and non-Debtor Affiliate SPARC Group LLC maintains one Bank Account, that facilitate the flow of funds within the Cash Management System (the "Operating Accounts"). Four of the Operating Accounts are denominated in USD, are held at United States banks, and are primarily associated with the Debtors' United States operations (the "U.S. Operating Accounts"). One of the Operating Accounts is denominated in CAD, held by Eddie Bauer of Canada Corporation, and primarily associated with the Debtors' Canadian operations (the "Canadian Operating Account"). The Canadian Operating Account and one of the U.S. Operating Accounts—the BofA account ending in 6436 (the "Main U.S. Operating Account," and together with the Canadian Operating Account, the "Main Operating Accounts")—serve, respectively, as the hubs of the Canadian Cash Management System and U.S. Cash Management System. Funds are manually or automatically transferred from various Bank Account to the Main Operating Accounts, and from the Main Operating Accounts to either: (a) the Disbursement Accounts to settle disbursements made to third parties, or (b) another Operating Account to facilitate an Intercompany Transaction. The Canadian Operating Account also collects funds directly from certain Canadian in-store sales. Two of the U.S. Operating Accounts—the PNC accounts ending in 3604 and 2524—facilitate Intercompany Transactions between Non-Debtor Affiliate SPARC Group Holdings LLC and Debtor Eddie Bauer LLC.[8] One of the U.S. Operating Accounts—the PNC account ending in 2044—historically facilitated the transfer of receipts from the Debtors' legacy wholesale business to the Debtors' Concentration Account.
Concentration Account Eddie Bauer LLC *BofA x6399*	The Debtors maintain one Bank Account—the BofA account ending in 6399 (the "Concentration Account")—dedicated to pooling funds that collect in certain of the U.S. Collection Accounts before such funds are automatically swept into the Main U.S. Operating Account on a continuous basis throughout each business day.
Disbursement Accounts	The Debtors maintain nine Bank Accounts that fund disbursements to various third parties (the "Disbursement Accounts").

[8] For further discussion of the Intercompany Transactions, *see* Section Intercompany Transactions.VIII *infra*.

Bank Accounts[5]	Description of the Bank Accounts
Eddie Bauer LLC *BofA x0879* *BofA x3829* *BofA x7094* *BofA x7075* *PNC x3591* Eddie Bauer of Canada Corporation *Scotiabank x9614 (CAD)* *Scotiabank x1710 (CAD)* *Scotiabank x7217 (CAD)* *BofA x6431*	Five of the Disbursement Accounts are denominated in USD, are held at United States banks, and are primarily associated with the Debtors' United States operations (the "U.S. Disbursement Accounts"). Three of the Disbursement Accounts are held at Scotiabank, are denominated in CAD, and are primarily associated with the Debtors' Canadian operations (the "Canadian Disbursement Accounts"). One of the Disbursement Accounts—the BofA account ending in 6431 (the "Canadian USD Disbursement Account")—is denominated in USD and is held at a United States bank, but is primarily associated with the Debtors' Canadian operations. The Canadian USD Disbursement Account facilitates disbursements made in USD to certain third parties that provide goods and services to Debtor Eddie Bauer of Canada Corporation. The Disbursement Accounts are either manually or automatically funded as needed by the Main Operating Accounts to settle payments owed to various parties. Funds that are transferred to the Disbursement Accounts but that are not ultimately disbursed sweep back to the Main Operating Accounts at the end of each business day. Historically, the PNC Disbursement Account ending in 3591 settled payroll payments with funds drawn from Non-Debtor Affiliate SPARC Group LLC's PNC account ending in 2524. Any funds not disbursed from the PNC account ending in 3591 were historically swept back into the PNC account ending in 2524 at the end of each business day.
Dormant Accounts Eddie Bauer LLC *BofA x7099* *PNC x3583* Eddie Bauer of Canada Corporation *Scotiabank x8118*	The Debtors maintain three inactive accounts (the "Dormant Accounts"). The Dormant Accounts hold no or *de minimis* funds and are not currently used by the Debtors.
Adequate Assurance Account 13051269 Canada Inc. *BofA x 4404*	The Debtors intend to utilize the BofA account ending in 4404 as the Adequate Assurance Account (as defined in the Utilities Motion) during these chapter 11 cases.[9]

[9] The Debtors filed the *Debtors' Motion for Entry of Interim and Final orders (I) Approving the Debtors' Proposed Adequate Assurance of Payment For Future Utility Services; (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services; (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, (IV) Authorizing Fee Payments to the Utility Agents; and (V) Granting Related Relief*, (the "Utilities Motion") contemporaneously herewith. The Adequate Assurance Account will be funded in accordance with the procedures set forth in the Utilities Motion.

II. Ordinary Course Cash Flows.

11. ***Cash Collection***. The vast majority of cash generated by the Debtors' retail operations enters the Cash Management System via the Collection Accounts. Each of the Collection Accounts collects funds from a distinct revenue source or is associated with a distinct type of transaction. Of the nine U.S. Collection Accounts, five—the PNC account ending in 3622, the JPM account ending in 0920, the Wells Fargo account ending in 0139, the BofA account ending in 9791, and the U.S. Bank account ending in 3152—collect funds from cash transactions in the Debtors' United States brick-and-mortar retail stores (the "U.S. Store Collection Accounts"). Cash is manually transported on a regular basis from each retail store to a nearby branch of one of the five U.S. Cash Management Banks to be deposited in the U.S. Store Collection Accounts. Once deposited, the funds are then manually transferred periodically from the U.S. Store Collection Accounts to the Concentration Account, a zero-balance account that sweeps all funds to the Main U.S. Operating Account on a continuous basis throughout each business day. The U.S. Store Collection Accounts typically maintain very low balances because the Debtors' in-store sales are typically processed using payment methods other than cash.

12. The remaining U.S. Collection Accounts currently collect or historically collected funds from other distinct sources of the Debtors' revenue. Specifically, (a) the BofA account ending in 6375 collects revenue from in-store credit card sales at the Debtors' brick-and-mortar retail stores located in the United States; (b) the BofA account ending in 4489 historically collected revenue from the Debtors' legacy United States e-commerce operations; (c) the PNC account ending in 8285 historically collected revenue from the Debtors' legacy wholesale operations; and (d) the BofA account ending in 5746 collects revenue from gift card sales in the United States. The Bank Accounts referenced in (a) and (b) are zero-balance account that sweep to the Main U.S. Operating Account on a continuous basis throughout each business day. Bank Account (c) is a

zero-balance account that sweeps to the PNC Operating Account ending in 2044 on a continuous basis throughout each business day. Funds that collect in Bank Account (d) are manually transferred to the Main U.S. Operating Account on a periodic basis.

13. The four Canadian Collection Accounts also collect funds from distinct sources of the Debtors' revenue: (a) the Scotiabank account ending in 8713 collects revenue from in-store Visa credit card sales at the Debtors' Canadian stores; (b) the Scotiabank account ending in 5312 collects revenue from in-store Mastercard credit card sales at the Debtors' Canadian stores; (c) the Scotiabank account ending in 4716 collects revenue from in-store debit card sales at the Debtors' Canadian stores; and (d) the Scotiabank account ending in 3610 collects revenue from the Debtors' legacy Canadian e-commerce operations. Each of the Canadian Collection Accounts described in (a)–(d) is a zero-balance account that sweeps to the Canadian Operating Account at the end of each business day. Receipts from in-store sales made in cash or with a credit card other than Visa or Mastercard are deposited directly in the Canadian Operating Account without first passing through a Collection Account.

14. ***Cash Movement.*** After entering the Cash Management System via a Collection Account, cash is either moved directly to one of the Main Operating Accounts or pooled in the Concentration Account and then moved to the Main U.S. Operating Account. Once it is within one of the Main Operating Accounts, cash is then moved out of the Cash Management System, either via the Disbursement Accounts or via an Intercompany Transfer. The U.S. Cash Management System includes four Operating Accounts: (a) the BofA account ending in 6436 (*i.e.*, the Main U.S. Operating Account); (b) the PNC account ending in 2044, which historically facilitated the movement of funds between the Collection Account dedicated to the Debtors' legacy wholesale operations—the PNC account ending in 8285—and the Main U.S. Operating Account;

and (c) two accounts—the PNC accounts ending in 3604 and 2524—that facilitate Intercompany Transfers between Debtor Eddie Bauer LLC and Non-Debtor Affiliate SPARC Group Holdings LLC. The PNC account ending in 2524 is owned by SPARC Group Holdings LLC and is primarily used to transfer funds from SPARC Group Holdings LLC to the Main U.S. Operating Account to facilitate the Debtors' payment of certain ordinary course operating expenses.[10] Eddie Bauer LLC also owns PNC account ending in 3604, into which funds exceeding those necessary to meet operating expenses, if any, are manually transferred before being automatically moved on a daily basis to the SPARC Group Holdings LLC Bank Account in connection with the SPARC Intercompany Transfers, as discussed in greater detail below. The Canadian Cash Management System includes one Operating Account: the Scotiabank account ending in 6914 (*i.e.*, the Canadian Operating Account), which pools funds that collect in the Canadian Collection Accounts and receives funds from the Main U.S. Operating Account via an Intercompany Transfer. Funds in the Canadian Operating Account are automatically transferred to the Canadian Disbursement Accounts as needed to settle payments to third parties.

15. ***Cash Disbursement***. In the ordinary course of business, the Debtors make payments from the Disbursement Accounts to third parties. Each of the Disbursement Accounts is dedicated to facilitating disbursements to specific types of third party payees: (a) the BofA account ending in 3829 facilitates payments made to merchandise vendors; (b) the BofA account

[10] Historically, SPARC Group Holdings LLC also transferred money to two U.S. Disbursement Accounts, the PNC accounts ending in 3583 and 3591 (the "U.S. Payroll Disbursement Accounts"), to fund payroll for U.S. employees. However, following the transfer of the Debtors' employees to Catalyst Brands LLC on January 1, 2026, SPARC Group Holdings LLC no longer funds the U.S. Payroll Disbursement Accounts in the ordinary course of business except as necessary to settle checks previously issued. The transfer of employees from the Debtors to Catalyst Brands LLC is discussed in greater detail in the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs; and (II) Granting Related Relief*, filed contemporaneously herewith.

ending in 7094 and the Scotiabank accounts ending in 9614 and 1710 facilitate payments made to non-merchandise vendors in the United States and Canada, respectively, such as freight and cybersecurity providers; (c) the BofA account ending in 0879 facilitates the sending of expense checks; (d) the Scotiabank account ending in 7217 facilitates payroll payments made by Debtor Eddie Bauer of Canada Corporation to the Debtors' Canadian employees; (e) the BofA account ending in 6431 facilitates payments made in USD to vendors of Eddie Bauer of Canada Corporation; and (f) the PNC account ending in 3591 historically settled payroll payments made via check to certain of the Debtors' United States employees.[11] All of the Disbursement Accounts except the PNC account ending in 3591 settle payments to third parties with funds drawn from one of the Main Operating Accounts. The PNC account ending in 3591 historically settled payroll payments with funds drawn from the PNC Non-Debtor Affiliate account ending in 2524. All of the Disbursement Accounts, apart from the BofA account ending in 6431, the PNC account ending in 3591, and the Scotiabank account ending in 1710, are zero-balance accounts that sweep any funds not disbursed at the end of each business day to the Main Operating Account from which they draw funds to settle payments. The PNC account ending in 3591 is a zero-balance account that sweeps to the PNC account ending in 2524, from which it draws funds to settle payments. The BofA account ending in 6431 and the Scotiabank account ending in 1710 are not zero balance accounts.

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[11] Following the transfer of the Debtors' employees to Non-Debtor Affiliate Catalyst Brands LLC on January 1, 2026, the Debtors are no longer making new direct, payroll payments to employees in the United States, but checks that were previously issued continue to be settled via the PNC account ending in 3591. A second bank account previously used to make direct deposit payments to U.S. employees, PNC account ending in 3583, is no longer in use and is now a Dormant Account. The transfer of the Debtors' employees to Catalyst Brands LLC is discussed in greater detail in the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs; and (II) Granting Related Relief* (the "Wages Motion"), filed contemporaneously herewith.

16. The Cash Management System is an essential component of the Debtors' ordinary course operations. Maintaining uninterrupted use of the Cash Management System is critical to the operational viability of the Debtors' business enterprise. The Debtors therefore request the authority, but not direction, to continue operating the Cash Management System in the ordinary course of business. Authorizing the Debtors to continue operating the Cash Management System will benefit the Debtors' stakeholders and maximize the value of the Debtors' estates.

III. Payment Processing Fees.

17. In the ordinary course of business, the Debtors accept payment in several formats, in addition to accepting cash payments at their brick-and-mortar retail locations. To process payments from customers that are not made in cash, the Debtors utilize the payment processing services of several payment processing providers, including, among others, American Express, Visa, MasterCard, Discover, debit cards, PayPal, Venmo, Braintree, Klarna, Infor Nexus, and AmazonPay (collectively, the "Payment Processors," and the services provided by the Payment Processors, the "Payment Processing Services"). The Debtors are party to certain agreements with the Payment Processors, pursuant to which the Payment Processors charge the Debtors fees for the Payment Processing Services (the "Payment Processing Fees"). The Debtors incur approximately $6.5 million in Payment Processing Fees per year. As of the Petition Date, the Debtors estimate that they owe approximately $500,000 on account of unpaid Payment Processing Fees. Given that the substantial majority of payments the Debtors receive are *not* made in cash, the Payment Processing Services are critical to the Debtors' ability to generate revenue. Accordingly, the Debtors request authority, but not direction, to pay all outstanding prepetition amounts on account of the unpaid Payment Processing Fees as they become due and payable and to continue making such payments in the ordinary course of the Debtors' business.

IV. Transport Fees.

18. In the ordinary course of business, the Debtors incur certain fees in connection with the transport of cash generated at the Debtors' brick-and-mortar retail locations (the "Transport Fees"). Specifically, First Island Armoured Transport (1998) Ltd.; Rochester Armored Car Co., Inc.; Garda CL Northwest, Inc.; Brink's Inc.; Brink's Canada Ltd.; GardaWorld Corporation; and United American Security LLC (collectively, the "Security Providers") make regularly scheduled cash pickups at many of the Debtors' retail stores; thereafter, the Security Providers deliver the cash to nearby branches of the Cash Management Banks. The Debtors incur approximately $265,000 in Transport Fees per year. As of the Petition Date, the Debtors estimate that they owe approximately $27,000 on account of unpaid Transport Fees. The Security Providers are an essential component of the Debtors' Cash Management System—without them, the Debtors would not be able to safely transport large sums of cash to the Cash Management Banks on a regular basis, and such cash could not be deposited into the Collection Accounts. Accordingly, the Debtors request authority, but not direction, to pay all outstanding prepetition amounts on account of the unpaid Transport Fees as they become due and payable and to continue making such payments in the ordinary course of the Debtors' business.

V. Credit Card Program.

19. As part of the Cash Management System, and pursuant to the terms of the applicable Cash Management Agreement, the Debtors provide credit cards administered by PNC to certain employees to pay for various travel and procurement expenses in the ordinary course of business (the "Credit Card Program"). As of the Petition Date, there are nine active cards (the "Credit Cards") associated with the Credit Card Program, all of which are associated with distinct departments within the Debtors' corporate structure (the "Corporate Cards"). Charges to the Corporate Cards are billed directly to the Debtors without any payment by or reimbursement

of employees. Each Credit Card has a monthly credit limit, which varies based on the specific Credit Card's uses and expected covered expenses. The Debtors' aggregate spend in 2025 under the Credit Card Program averaged approximately $25,000 per month, but this varies significantly and may be as low as $1,000 in any given month.

20. The Credit Card Program is integral to the Cash Management System and to the continued operation of the Debtors' business. Specifically, the Credit Card Program enables the Debtors' personnel to segregate spending on work-related expenses for reimbursement and make quick and efficient payments necessary to maintain the Debtors' ordinary course operations. Any interruption in the Credit Card Program could threaten the Debtors' ability to timely reimburse personnel for work expenses and impact employee morale as a result. As of the Petition Date, the Debtors do not believe that they owe any amounts to PNC on account of the Credit Card Program. Nonetheless, out of an abundance of caution, the Debtors request authority, but not direction, to continue the Credit Card Program and satisfy any valid obligations that arise in connection therewith in the ordinary course of business as they become due and payable.

VI. Compliance with the Bankruptcy Code and U.S. Trustee Guidelines.

A. Compliance with U.S. Trustee Guidelines and Section 345 of the Bankruptcy Code.

21. Section 345(a) of the Bankruptcy Code governs a debtor's cash deposits during a chapter 11 case and authorizes deposits of money of a debtor's estates, such as cash, that "will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment." 11 U.S.C. § 345(a). To comply with section 345 of the Bankruptcy Code, the *Region 3 Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees* (the "U.S. Trustee Guidelines") for the United States Trustee for the District of New Jersey (the "U.S. Trustee") generally require chapter 11 debtors to, among other things, deposit all

estate funds into accounts with an authorized bank depository (each, an "Authorized Depository"). Section 345(b) of the Bankruptcy Code requires a debtor's bank to post a bond unless a debtor's funds are "insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States."[12] 11 U.S.C. § 345(b).

22. Five of the Debtors' six Cash Management Banks—BofA, PNC, Wells Fargo, JPM, and U.S. Bank, all of which service the Debtors' United States operations—are Authorized Depositories under the U.S. Trustee Guidelines and hold deposits that are insured by the Federal Deposit Insurance Corporation (the "FDIC"). As previously discussed, the Debtors also maintain nine Bank Accounts at Scotiabank (the "Canadian Bank Accounts"), a Canadian bank which is insured by the Canada Deposit Insurance Corporation (the "CDIC"), but which is not an Authorized Depository. Absent relief from section 345(b), the Debtors would be required to close the Canadian Bank Accounts, open new bank accounts at an Authorized Depository, and transfer all funds held in the Canadian Bank Accounts to the newly opened bank accounts. Needless to say, complying with such a requirement would be highly disruptive to the Debtors' business in the critical early days of these chapter 11 proceedings.

23. The Debtors should be authorized to continue utilizing their existing accounts with Scotiabank in the ordinary course of business. ***First***, although not an Authorized Depository, Scotiabank is well-capitalized, financially stable, and widely recognized to be a reputable banking institution. The principal basis for excluding Scotiabank from the U.S. Trustee Guidelines is that Scotiabank is a Canadian financial institution, not that Scotiabank is considered financially unsound. ***Second***, the Debtors keep only those funds in the Canadian Bank Accounts that are

12 *See* 11 U.S.C. 345(b).

required to meet weekly operating expenses that must be paid in CAD. Any excess funds held in the Canadian Bank Accounts are manually moved to the Main U.S. Operating Account on a weekly basis. This process keeps balances in the Canadian Bank Accounts from week to week as low as possible and significantly reduces any potential risk of allowing the Debtors to maintain the Canadian Bank Accounts at Scotiabank. ***Third***, Scotiabank is insured by the CDIC. ***Fourth***, the Canadian Bank Accounts are necessary to support the Debtors' operations in the Canadian market, including by facilitating disbursements to and receipts from local vendors and customers. As such, the accounts that the Debtors hold with Scotiabank are critical to continuing the Debtors' ordinary course operations in Canada.

24. Requiring the Debtors to open new accounts at an Authorized Depository and substitute those accounts into the Cash Management System in place of the Canadian Bank Accounts would place a needless and excessive administrative burden on the Debtors and impose significant, value-destructive costs to the Debtors' estates. Cause therefore exists to allow the Debtors to continue utilizing the Canadian Bank Accounts in the ordinary course of business. In any event, the Debtors will continue to work in good faith with the U.S. Trustee to address any concerns regarding the continued use of the Canadian Bank Accounts on a postpetition basis. Accordingly, the Debtors seek (a) pursuant to the Interim Order, a sixty-day (60) extension to come into compliance with section 345(b) of the Bankruptcy Code without prejudice to the Debtors' right to seek an additional extension, and (b) pursuant to the Final Order, a full waiver of the requirements of section 345(b) of the Bankruptcy Code. Granting the Debtors relief from

section 345(b)'s requirements will allow the Debtors to continue utilizing the existing Bank Accounts without needless disruption and will inure to the benefit of all stakeholders.[13]

25. Separately, although the Debtors are requesting that they not be required to close any Debtor Bank Accounts, the Debtors may determine, in their reasonable business judgment, that opening new Debtor Bank Accounts and/or closing existing Debtor Bank Accounts in the ordinary course of business is in the best interest of their estates. While the Debtors do not currently have plans to open new Debtor Bank Accounts, the Debtors request authority to open any new Debtor Bank Accounts or close existing Debtor Bank Accounts as they may deem necessary and appropriate in their sole discretion.

B. Compliance with U.S. Trustee Guidelines as to Business Forms and Books and Records.

26. As part of the Cash Management System, the Debtors use a variety of preprinted businesses forms (including letterhead, correspondence forms, invoices, and other business forms) in the ordinary course of business (collectively, and as they may be modified from time to time, the "Business Forms"). The Debtors also maintain books and records to document their financial results and a wide array of operating information (collectively, the "Books and Records"). To avoid disruption to the Cash Management System and incurrence of unnecessary expenses, the Debtors request authorization to continue using the Business Forms and Books and Records, substantially in the form existing immediately before the Petition Date, without reference to their status as debtors in possession. Parties in interest will not be prejudiced by this relief. Parties doing business with the Debtors are highly likely to be aware of their status as debtors in possession. Changing Business Forms would thus be unnecessary and unduly burdensome.

[13] The Debtors will continue to work in good faith with the U.S. Trustee in an attempt to address or at least narrow any concerns regarding the continued use of these Bank Accounts on a postpetition basis.

However, once the Debtors have exhausted their existing stock of Business Forms, they will ensure that any new Business Forms are clearly labeled "Debtors in Possession." With respect to any Business Forms that exist or are generated electronically, the Debtors will ensure that such Business Forms are clearly labeled "Debtors in Possession."

27. The Debtors should also be permitted to maintain their existing Books and Records rather than open a new set as required under the U.S. Trustee Guidelines. The Debtors use a sophisticated recordkeeping system that enables them to consolidate their Books and Records for financial reporting purposes while tracking operations and results of individual entities across their corporate structure. The continued use of the Debtors' current Books and Records, therefore, will maximize efficiency and reduce administrative strain on the Debtors in these chapter 11 cases.

VII. Bank Accounts and Fees.

28. In the ordinary course of business, the Cash Management Banks charge, and the Debtors pay, honor, or allow from the appropriate Bank Account the deduction of periodic service charges, fees, costs, and expenses incurred in connection with maintenance of the Cash Management System in accordance with the applicable Cash Management Agreements (collectively, the "Bank Fees"). The due dates of such Bank Fees vary and are generally paid automatically daily, monthly, or quarterly. The Debtors incur approximately $70,000 in the aggregate in Bank Fees each month under the Cash Management System to maintain the Debtor Bank Accounts. The Debtors estimate that they owe an aggregate of approximately $25,000 in prepetition Bank Fees as of the Petition Date. To ensure the uninterrupted operations of their Cash Management System, the Debtors seek authority, but not direction, to continue paying Bank Fees, including any Bank Fees that accrued prior to the Petition Date, in the ordinary course on a postpetition basis, consistent with historical practice.

VIII. Intercompany Transactions.

29. In the ordinary course of business, the Debtors engage in routine cash and non-cash transfers, both with one another and with certain Non-Debtor Affiliates (the "Intercompany Transactions"). All Intercompany Transactions are conducted via manual account transfers among certain of the Collections and Operating Accounts and are recorded as intercompany receivables and payables (the "Intercompany Balances").

30. ***The Gift Card Intercompany Transfers.*** In the ordinary course of business, Debtors Eddie Bauer Gift Card Services LLC and Eddie Bauer LLC engage in Intercompany Transactions (the "Gift Card Intercompany Transfers") related to the Debtors' gift card program. As discussed in greater detail in the Customer Programs Motion, the Debtors allow their customers to purchase prepaid, non-expiring gift cards in various denominations ranging from $10 to $500. Receipts from such sales are collected in the BofA account ending in 5746 owned by Debtor Eddie Bauer Gift Card Services LLC. On a periodic basis, the funds collected in such account are manually transferred to the Main U.S. Operating Account owned by Debtor Eddie Bauer LLC when the funds therein meet a certain threshold. The Debtors possess records of all Gift Card Intercompany Transfers made since 2021.

31. ***The U.S.-Canada Intercompany Transfers***. In the ordinary course of business, Debtors Eddie Bauer LLC and Eddie Bauer of Canada Corporation engage in Intercompany Transactions (the "U.S.-Canada Intercompany Transfers") to, among other things, ensure that the Debtors' Canadian funding needs are adequately met and ensure that the Debtors' Canadian operations continue uninterrupted.

32. The U.S.-Canada Intercompany Transfers take three forms. ***First***, Eddie Bauer LLC pays certain of Eddie Bauer of Canada Corporation's ordinary course expenses that must be made in USD, such as payments to various vendors and suppliers. In such instances, Eddie Bauer

LLC makes the applicable payments on behalf of Eddie Bauer of Canada Corporation using funds that Eddie Bauer of Canada Corporation has manually transferred from the Canadian Operating Account to the Main U.S. Operating Account. Thereafter, Eddie Bauer LLC will make the applicable payments on behalf of Eddie Bauer of Canada Corporation. ***Second***, in the ordinary course of business, Eddie Bauer LLC engages in Intercompany Transfers with Eddie Bauer of Canada Corporation to ensure Eddie Bauer of Canada Corporation has sufficient funds to satisfy payments to third parties that are regularly made in CAD. In such instances, Eddie Bauer LLC will exchange USD for CAD in an amount necessary to satisfy the applicable payments from the Main U.S. Operating Account to the Canadian Operating Account. Eddie Bauer LLC will then transfer the CAD to Eddie Bauer of Canada Corporation, before the funds are disbursed via the Canadian Disbursement Accounts. ***Third***, Eddie Bauer LLC historically acquired substantially all inventory that the Debtors sell in both the United States and in Canada. To stock the Debtors' brick-and-mortar retail locations in Canada, Eddie Bauer LLC would regularly transfer inventory to Eddie Bauer of Canada Corporation before it was ultimately sold in Canada. Eddie Bauer LLC is no longer buying inventory to stock Eddie Bauer of Canada Corporation's Canadian brick-and-mortar stores. The Debtors possess records of all inventory transfers since 2021. Except for the ordinary course transfer of inventory from Eddie Bauer LLC to Eddie Bauer of Canada Corporation, all U.S.-Canada Intercompany Transfers are transfers of funds between the Main U.S. Operating Account and the Canadian Operating Account and between the Main U.S. Operating Account and the BofA account ending in 6431.

33. With respect to Eddie Bauer LLC's transfer of inventory to Eddie Bauer of Canada Corporation, in the ordinary course of business, (a) Eddie Bauer of Canada Corporation records an intercompany payable to Eddie Bauer LLC, and (b) Eddie Bauer LLC records an intercompany

receivable from Eddie Bauer of Canada Corporation. During periods in which the revenue collected from the Canadian Collection Accounts exceeds expenses paid via the Canadian Disbursement Accounts, Eddie Bauer of Canada Corporation will exchange the excess CAD for USD before transferring the USD to Eddie Bauer LLC, thereby paying down any accrued intercompany balance. Except for the stocking of Eddie Bauer of Canada Corporation's inventory by Eddie Bauer LLC, the Debtors will continue to make U.S.-Canada Intercompany Transfers postpetition to ensure Eddie Bauer of Canada Corporation remains adequately funded.

34. ***The SPARC Intercompany Transfers***. Since 2021, in the ordinary course of business, the Debtors have participated in a shared services arrangement with their intermediate parent, non-Debtor Affiliate SPARC Group Holdings LLC, and non-Debtor Affiliate Catalyst Brands LLC (collectively with certain of their other non-Debtor Affiliates, "SPARC"). As part of the shared services arrangement, SPARC has historically (a) paid certain of the Debtors' expenses directly on the Debtors' behalf; (b) transferred funds to the Debtors on a weekly basis to finance certain of the Debtors' expenses ((a) and (b) together, the "Covered Expenses"); and (c) provided the Debtors certain management and administrative services (the "SPARC Management Services"). In the case of (a), SPARC directly pays for and manages many of the Debtors' administrative functions on the Debtors' behalf, including paying employee wages, negotiating and funding employee benefits, and procuring and paying for a comprehensive corporate insurance program. With respect to (b), SPARC remits funds to the Debtors on an as-needed basis to cover various expenses, such as the price of merchandise purchased from suppliers, that the Debtor entities typically pay for themselves. Finally, regarding (c), certain SPARC employees—many of whom have substantial industry expertise as retail executives—perform management and oversight functions for the Debtors. Historically, the Debtors have received an invoice allocation

from SPARC for a monthly management fee that compensates SPARC for the SPARC Management Services provided by Catalyst executives and other employees (such fee, the "Management Fee"). Additionally, in the ordinary course of business, the Debtors, after paying certain expenses directly to vendors and other third parties, have historically transferred excess funds generated by their operations, if any, to SPARC on a weekly basis via an Intercompany Transfer between the PNC account ending in 3604 maintained by Debtor Eddie Bauer LLC and the PNC account ending in 2524 maintained by non-Debtor Affiliate SPARC Group Holdings LLC (such transfers, the "SPARC Transfers," and together with the Gift Card Intercompany Transfers and the U.S.-Canada Intercompany Transfers, the "Intercompany Transfers").

35. Over the course of the approximately five-year period between SPARC's acquisition of the Debtors in 2021 and the Petition Date, the SPARC Transfers from the Debtors to SPARC have consistently been lower than the total amount of Covered Expenses, even before accounting for the Management Fee. As a result, over time, the Debtors have accrued an intercompany payable to SPARC (the "SPARC Intercompany Payable"), which represents the difference between the Debtors' accrued obligations to SPARC on account of the Covered Expenses and the Management Fee, on the one hand, and the aggregate funds that the Debtors have transferred to SPARC, on the other hand. As of the Petition Date, the SPARC Intercompany Payable totals approximately $215 million. Prior to the Petition Date, SPARC determined to cease funding the Debtors' operations, and the Debtors agreed to reimburse SPARC in cash for the Covered Expenses that SPARC continues to pay on the Debtors' behalf. The Covered Expenses, the SPARC Transfers, and the SPARC Intercompany Payable are recorded in the Debtors' centralized account system, monitored closely, and reconciled monthly.

36. The Debtors have benefited greatly from their shared services arrangement with SPARC. By paying directly or funding indirectly certain of the Debtors' operational expenses, including, among others, payroll expenses, insurance obligations, IT services, and marketing programs, SPARC has enabled the Debtors to preserve liquidity and meet obligations to third parties even amidst an ongoing acute liquidity shortage. The Debtors have also benefited from economies of scale and synergies across brands in the SPARC family. By outsourcing accounting and treasury management functions to SPARC, for example, personnel costs that the Debtors would otherwise have to bear alone are shared by the Debtors and other SPARC brands. In addition, the Debtors enjoy preferential pricing on certain goods and services negotiated by SPARC for the benefit of brands across the SPARC family. Finally, the shared services arrangement enables the Debtors to benefit from the operational expertise of SPARC leadership, who have substantial experience managing fashion brands similar to Eddie Bauer.

37. The Intercompany Transactions, including the Gift Card Intercompany Transfers, the U.S.-Canada Intercompany Transfers, and the SPARC Intercompany Transfers, are an essential component of the Debtors' operations and centralized Cash Management System. By facilitating timely payment of key Debtor expenses, including, but not limited to, payroll expenses and payments made to suppliers of merchandise, the Intercompany Transactions enable the Debtors to fulfill their obligations to critical third parties. Any interruption of the Intercompany Transactions would disrupt the Debtors' operations and could jeopardize the Debtors' ability to continue meeting their obligations in the ordinary course. The Intercompany Transactions will be tracked closely on a postpetition basis and remain subject to regular, ongoing review. Accordingly, any discrepancies will be addressed and reconciled, consistent with past practice. The Debtors therefore request (a) authority—and, to the extent applicable, relief from the automatic stay—to

engage in the Intercompany Transactions in the ordinary course of business on a postpetition basis; and (b) the granting of administrative expense status to all Intercompany Balances that arise after the Petition Date. Granting administrative expense status to postpetition Intercompany Balances owed to SPARC by the Debtors will ensure that SPARC continues to make payments on the Debtors' behalf to third parties that provide critical goods and services to the Debtors. Without the grant of administrative expense status to Intercompany Balances owed to SPARC by the Debtors, SPARC may stop making such payments, to the detriment of the Debtors' operations. Furthermore, granting administrative expense to Intercompany Balances owed by one Debtor to another will ensure that the Debtor entity that benefits from a payment made by another Debtor entity on its behalf bears ultimate repayment responsibility for the benefit received.

Basis for Relief Requested

I. Maintaining the Existing Cash Management System Is Essential to Maximizing the Value of the Debtors' Estates.

38. The Cash Management System constitutes an ordinary course and essential business practice of the Debtors. The Cash Management System provides material benefits to the Debtors including, among other things, the ability to control corporate funds, ensure the availability of funds when necessary, and reduce costs and administrative expenses by facilitating the movement of funds and developing timely and accurate account balance information. Thus, to ensure the stable operation of the Debtors' business and realize the benefits of the Cash Management System, the Debtors should be allowed to continue using the Cash Management System, including the Credit Card Program, and should not be required to open new bank accounts.

39. Pursuant to 28 U.S.C. § 586(a)(3) and the U.S. Trustee Guidelines, debtors in possession are required to, among other things: (a) close all existing bank accounts and open new debtor in possession accounts; (b) establish one debtor in possession bank account for all estate

monies required for the payment of taxes, including payroll taxes; (c) maintain a separate debtor in possession account for cash collateral; and (d) obtain checks that bear the designation "Debtor-in-Possession" and reference the bankruptcy case number and type of account on such checks (collectively, the "Accounting Requirements"). The Accounting Requirements are intended to provide a clear line of demarcation between prepetition and postpetition transactions and operations and to prevent the inadvertent payment of prepetition claims. Considering the breadth and complexity of the Debtors' retail businesses and financial affairs and the sheer volume of collections, disbursements, and movement of funds through the Cash Management System on a daily basis, enforcement of the Accounting Requirements during these chapter 11 cases would severely disrupt the ordinary financial operations of the Debtors by reducing efficiencies and causing unnecessary expenses.

40. Notwithstanding the Accounting Requirements, the ability to continue the use of the Cash Management System, including the Credit Card Program, is permitted pursuant to section 363(c)(1) of the Bankruptcy Code, which authorizes a debtor in possession to "use property of the estate in the ordinary course of business without notice or a hearing." 11 U.S.C. § 363(c)(1). Bankruptcy courts regularly treat requests for authority to continue using existing cash management systems as a relatively "simple matter[.]" *In re Baldwin-United Corp.*, 79 B.R. 321, 327 (Bankr. S.D. Ohio 1987). In addition, in granting such relief, courts recognize that an integrated cash management system "allows efficient utilization of cash resources and recognizes the impracticalities of maintaining separate cash accounts for the many different purposes that require cash." *In re Columbia Gas Sys., Inc.*, 136 B.R. 930, 934 (Bankr. D. Del. 1992), *aff'd in relevant part*, 997 F.2d 1039, 1061 (3rd Cir. 1993). As a result, courts have concluded that the requirement to maintain all accounts separately "would be a huge administrative burden and

economically inefficient." *Columbia Gas*, 997 F.2d at 1061; *see also Southmark Corp. v. Grosz (In re Southmark Corp.)*, 49 F.3d 1111, 1114 (5th Cir. 1995) (noting that debtor's cash management system allowed it "to administer more efficiently and effectively its financial operations and assets").

41. Requiring the Debtors to adopt a new, segmented cash management system during these chapter 11 cases would be expensive, burdensome, and unnecessarily disruptive to the Debtors' operations. Importantly, the Cash Management System provides the Debtors with the ability to track and report the location and amount of funds, which, in turn, allows management to track and control such funds, ensure cash availability, and reduce administrative costs through a centralized method of coordinating the collection and movement of funds. Any disruption to the Cash Management System, including the Credit Card Program, could have a severe negative effect on the Debtors' restructuring efforts.

42. By contrast, maintaining the current Cash Management System will facilitate the Debtors' transition into chapter 11 by, among other things, minimizing delays in paying postpetition debts and mitigating administrative inefficiencies. The Debtors can distinguish between prepetition and postpetition obligations and payments without closing the Bank Accounts and opening new ones. Maintaining the current Cash Management System will also allow the Debtors' treasury and accounting employees to focus on their daily responsibilities. With the protective measures that the Debtors and their advisers have put in place, the benefits of continuing the Cash Management System decidedly outweigh the costs.

43. As part of the requested relief, the Debtors also seek a waiver of the requirement to establish specific bank accounts for tax and payroll payments. As described in further detail in the

Taxes Motion[14] and in the Wages Motion, respectively, most of the Debtors' tax and payroll obligations are Covered Expenses that are paid by SPARC. After the Petition Date, the Debtors will reimburse SPARC in cash for the Covered Expenses as they come due in the ordinary course of business via the SPARC Transfers described above, and the Debtors will keep accurate records of such transactions. Accordingly, the U.S. Trustee can adequately monitor the flow of funds into, among, and out of the accounts. Moreover, the creation of new debtor-in-possession accounts designated solely for tax and payroll obligations would be unnecessary and inefficient.

44. The Debtors further request the authority to continue to pay, honor, or deduct certain fees from the appropriate account, including the Bank Fees, Payment Processing Fees, and Transport Fees. The payment of these fees will minimize disruption to the Debtors' operations and is therefore in the best interests of their estates. Absent the payment of such fees, the Cash Management Banks, Payment Processors, and Security Providers may refuse to provide their respective services, assert setoff rights against the funds in the Bank Accounts, or freeze the Debtor Bank Accounts. Accordingly, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors seek authority, in their sole discretion, to continue to pay the Bank Fees, Payment Processing Fees, and Transport Fees, including any prepetition amounts related thereto, in the ordinary course of business.

45. For these reasons, cause exists to continue to allow the Debtors to use the existing Debtor Bank Accounts as described herein. The Debtors will work in good faith with the U.S. Trustee, however, to resolve any concerns regarding the continued use of these accounts on a postpetition basis.

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[14] The Debtors filed the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief* (the "Taxes Motion") contemporaneously herewith.

46. Courts in this district have regularly allowed debtors in large chapter 11 cases to maintain their existing cash management systems and such relief generally is non-controversial. *See, e.g.*, *In re Multi-Color Corp.*, No. 26-10910 (MBK) (Bankr. D.N.J. Feb. 2, 2026) (authorizing debtors to continue using the cash management system maintained by the debtors prepetition on an interim basis); *In re Pretium Packaging, LLC*, No. 26-10896 (MEH) (Bankr. D.N.J. Jan. 30, 2026) (same); *STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Jan. 13, 2026) (same); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (authorizing debtors to continue using the cash management system maintained by the debtors prepetition on a final basis); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Feb. 29, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Dec. 22, 2023) (same); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Feb. 6, 2024) (same).[15]

II. Maintaining the Existing Cash Management System Will Not Harm Parties in Interest.

47. The Debtors' continued use of their Cash Management System will facilitate the Debtors' transition into chapter 11 by, among other things, avoiding administrative inefficiencies and expenses, avoiding the distraction associated with disrupting this system, and minimizing delays in the payment of postpetition obligations. Parties in interest will not be harmed by the Debtors' maintenance of their existing Cash Management System, including the maintenance of the Bank Accounts and the continuance of the Intercompany Transactions, because the Debtors have developed and implemented appropriate mechanisms to ensure that unauthorized payments will not be made on account of obligations incurred before the Petition Date. Specifically, as previously discussed, with the assistance of their advisors, the Debtors have implemented internal

[15] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

control procedures that prohibit payments on account of prepetition debts without the prior approval of the Debtors' accounting department. In addition, all Cash Management Banks where the Debtors maintain Debtor Bank Accounts have been or are in the process of being advised not to honor checks, drafts, or other requests for payment issued prior to the Petition Date, except as otherwise expressly permitted by an order of the Court and as directed by the Debtors. Therefore, the goals of the U.S. Trustee Guidelines can be satisfied, and the Debtors' creditors will be protected without closing the Bank Accounts. In light of such protective measures, maintaining the Cash Management System is in the best interests of the Debtors' estates and stakeholders.

III. Authorizing the Debtors to Continue Using Debit, Wire, Credit Card, and ACH Payments Is Warranted.

48. The Debtors request that the Court grant further relief from any applicable guidelines to the extent they require the Debtors to make all disbursements by check. In the ordinary course of business, the Debtors conduct transactions through various methods, including, but not limited to, wires, ACH transactions, direct deposits, and other similar methods. If the Debtors' ability to conduct transactions by these methods is impaired, the Debtors may be unable to perform under certain contracts, and payments to vendors could be delayed, resulting in unnecessary disruption to their business operations and the incurrence of additional costs to their estates.

IV. The Court Should Authorize the Debtors to Continue Conducting Intercompany Transactions in the Ordinary Course and Grant Administrative Expense Status to Postpetition Intercompany Balances.

49. Intercompany Transactions are made between Debtors and Non-Debtor Affiliates and between Debtors in the ordinary course as part of the Cash Management System. At any given time, there may be Intercompany Balances between two Debtors or between a Debtor and a Non-Debtor Affiliate. The Debtors track all fund transfers in their accounting system and can ascertain,

trace, and account for all Intercompany Transactions previously described. The Debtors, moreover, will continue to maintain records of all Intercompany Transactions following the Petition Date, including all Gift Card Intercompany Transfers, U.S.-Canada Intercompany Transfers and SPARC Transfers.

50. If the Debtors were unable to continue the Intercompany Transactions, the Cash Management System and related administrative controls would be disrupted to the detriment of the Debtors and their estates. If the Debtors are unable to make such payments, employees, insurance providers, and taxing authorities, among other critical constituencies, may not receive timely payment from SPARC on account of their relationships with the Debtors and refuse to perform work on behalf of the Debtors or otherwise take actions that would disrupt the Debtors' ordinary course operations. Similarly, if the Debtors were unable to continue making the U.S.-Canada Intercompany Transfers in the ordinary course of business, the Debtors' Canadian operations could be deprived of the liquidity needed to maintain operations and satisfy obligations to third parties. These ordinary course transactions are an essential component of the Cash Management System and are in the best interests of the Debtors and other parties in interest, and granting the Debtors relief to continue the Intercompany Transactions is warranted under the circumstances.

51. The Debtors submit that postpetition Intercompany Transactions arising in the ordinary course are authorized as a matter of law pursuant to section 363(c)(1) of the Bankruptcy Code, and no additional relief is required. Out of an abundance of caution, however, the Debtors request authority to continue to enter into the Intercompany Transactions in the ordinary course of business and in accordance with the Interim Order and Final Order.

52. The Debtors also request that all postpetition payments or other transfers of cash between a Debtor and another Debtor or a Non-Debtor Affiliate on account of a postpetition Intercompany Transaction be accorded administrative expense status pursuant to sections 503(b)(1) and 364(b) of the Bankruptcy Code. This relief will ensure that each Debtor bears ultimate repayment responsibility for payments made by other Debtors and Non-Debtor Affiliates on its behalf. Without the assurance that Intercompany Balances will receive administrative expense status, Debtors and Non-Debtor Affiliates that provide benefits to a Debtor will not be assured repayment for the value given. The relief requested herein fairly balances the Debtors' need to facilitate the ordinary course operation of their business, minimize disruption, and preserve value, on the one hand, with their stakeholders' interest in transparency, on the other hand. The requested relief will also ensure that a Debtor's estate will not be unduly burdened by the cost of transfers.

53. Similar relief has been granted in other comparable multi-debtor chapter 11 cases in this district. *See, e.g.*, *In re Multi-Color Corp.*, No. 26-10910 (MBK) (Bankr. D.N.J. Feb. 2, 2026) (authorizing the debtors to continue conducting intercompany transactions and granting administrative expense status to intercompany claims on an interim basis); *In re Pretium Packaging, LLC*, No. 26-10896 (MEH) (Bankr. D.N.J. Jan. 30, 2026) (same); *STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Jan. 13, 2026) (same); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (authorizing the debtors to continue conducting intercompany transactions and granting administrative expense status to intercompany claims on a final basis); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Feb. 29, 2024)

(same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Dec. 22, 2023) (same); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Feb. 6, 2024) (same).[16]

V. The Court Should Authorize the Debtors to Continue Using Existing Business Forms and Books and Records.

54. To avoid disruption of the Cash Management System and unnecessary expenses, the Debtors request authority to continue using the Business Forms and Books and Records substantially in the form existing immediately before the Petition Date, without reference to their status as debtors in possession.

55. Parties in interest will not be prejudiced by this relief. Parties doing business with the Debtors are highly likely to be aware of their status as debtors in possession. Changing Business Forms would thus be unnecessary and unduly burdensome. Further, once the Debtors have exhausted their existing stock of Business Forms, they will ensure that any new Business Forms are clearly labeled "Debtors in Possession." With respect to any Business Forms that exist or are generated electronically, the Debtors will ensure that such electronic Business Forms are clearly labeled "Debtors in Possession."

56. The Debtors should also be permitted to maintain their existing Books and Records rather than open a new set as required under the U.S. Trustee Guidelines. The Debtors use a sophisticated recordkeeping system that enables them to consolidate their Books and Records for financial reporting purposes while tracking operations and results of individual entities across their corporate structure. The continued use of the Debtors' current Books and Records, therefore, will maximize efficiency and reduce administrative strain on the Debtors in these chapter 11 cases.

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[16] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

VI. Authorizing the Cash Management Banks to Continue to Maintain, Service, and Administer the Bank Accounts in the Ordinary Course of Business is Warranted.

57. As discussed above, strict implementation of the U.S. Trustee Guidelines would needlessly interrupt the Debtors' operations and impair the Debtors' efforts to preserve the value of their estates and carry out the aims of these chapter 11 cases in an efficient manner. Thus, the Debtors request that the Court authorize the Cash Management Banks to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course of business. In this regard, the Cash Management Banks should be authorized to receive, process, honor, and pay any and all checks, ACH transfers and other instructions, and drafts payable through, drawn, or directed on such Bank Accounts after the Petition Date by holders, makers, or other parties entitled to issue instructions with respect thereto. Notwithstanding the foregoing, any check, draft, or other notification that the Debtors advise the Cash Management Banks to have been drawn, issued, or otherwise presented before the Petition Date may be honored by the Cash Management Banks only to the extent authorized by order of the Court. If the Debtors' ability to conduct these transactions by these methods is impaired, the Debtors may be unable to timely perform under certain contracts, and payments to vendors, employees, and other critical stakeholders could be delayed, resulting in irreparable harm to the Debtors' estates.

58. The Debtors further request that the Court authorize the Cash Management Banks to accept and honor all representations from the Debtors as to which checks, drafts, wires, or ACH transfers should be honored or dishonored consistent with any order of the Court and governing law, whether such checks, drafts, wires, or ACH transfers are dated before or after the Petition Date. In addition, the Debtors request that, to the extent a bank honors a prepetition check or other item drawn on any account either: (a) at the direction of the Debtors; (b) in a good faith

belief that the Court has authorized such prepetition check or item to be honored; or (c) as a result of a mistake made despite the implementation of customary item handling procedures, such bank will not be deemed to be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item honored postpetition. Such relief is reasonable and appropriate because the Cash Management Banks are not in a position to independently verify or audit whether a particular item may be paid in accordance with a Court order or otherwise.

59. Moreover, the Debtors request that the Court authorize the Cash Management Banks to (a) continue to charge the Debtors the Bank Fees, as applicable, and (b) charge-back returned items to the Bank Accounts, whether such items are dated before, on, or subsequent to the Petition Date, in the ordinary course of business. Finally, the Debtors request that the Court authorize the Debtors to pay any Bank Fees, including prepetition amounts. If the Bank Fees are not paid in full in a timely manner, the Cash Management Banks may impose monetary penalties or even freeze the Bank Accounts, potentially jeopardizing the timely payment of expenses such as payroll and the cost of merchandise. By timely paying the Bank Fees, the Debtors can maintain their strong relationships with the Cash Management Banks and ensure funds continue to move through the Cash Management System uninterrupted.

60. Courts in this district have granted relief similar to the relief requested herein in other chapter 11 cases. *See, e.g.*, *In re Multi-Color Corp.*, No. 26-10910 (MBK) (Bankr. D.N.J. Feb. 2, 2026) (authorizing debtors to maintain and administer bank accounts on an interim basis); *In re Pretium Packaging, LLC*, No. 26-10896 (MEH) (Bankr. D.N.J. Jan. 30, 2026) (same); *STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Jan. 13, 2026) (same); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (authorizing debtors to maintain and administer bank accounts on a final basis); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP)

(Bankr. D.N.J. Feb. 29, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Dec. 22, 2023) (same); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Feb. 6, 2024) (same).[17]

VII. Cause Exists to Waive the U.S. Trustee Guidelines Regarding Authorized Depositories on an Interim and Final Basis.

61. To the extent that that the requirements of section 345 of the Bankruptcy Code are inconsistent, or otherwise conflict, with (a) the cash management practices under the Cash Management System or (b) any action taken by the Debtors in accordance with an order of this Court, the Debtors seek a waiver of the requirements of section 345 of the Bankruptcy Code to allow the Debtors to continue their existing cash management practices.

62. Section 345(a) of the Bankruptcy Code governs a debtor's cash deposits during a chapter 11 case and authorizes deposits of money of the estate, such as cash, as "will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment." 11 U.S.C. § 345(a). Although section 345(b) of the Bankruptcy Code generally requires that investments that are not "insured or guaranteed by the United States or by a department, agency or instrumentality of the United States or backed by the full faith and credit of the United States," be secured by a bond in favor of the United States, the court is permitted to dispense with this undertaking "for cause." 11 U.S.C. § 345(b).

63. In evaluating whether "cause" exists, courts have considered a number of factors such as:

a. the sophistication of the debtor's business;

b. the size of the debtor's business operations;

[17] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

c. the amount of the investments involved;

d. the bank ratings (e.g., Moody's Investors Service, Inc. and Standard & Poor's Financial Services LLC) of the financial institutions where the debtor in possession funds are held;

e. the complexity of the case;

f. the safeguards in place within the debtor's own business for ensuring the safety of the funds;

g. the debtor's ability to reorganize in the face of a failure of one or more of the financial institutions;

h. the benefit to the debtor;

i. the harm, if any, to the debtor;

j. the harm, if any, to the estate; and

k. the reasonableness of the debtor's request for relief from section 345(b) requirements in light of the overall circumstances of the case.

In re Service Merch. Co., Inc., 240 B.R. 894, 896 (Bankr. M.D. Tenn. 1999).

64. Cause exists to waive the requirements under section 345(b) of the Bankruptcy Code. While most of the Debtors' Bank Accounts (and all of the Debtors' United States Bank Accounts) are maintained at BofA, PNC, Wells Fargo, JPM, and U.S. Bank, each of which are Authorized Depositories, Scotiabank, which maintains the Canadian Bank Accounts, is not. Nevertheless, Scotiabank is well-capitalized, financially stable, and reputable. The Debtors can maintain their Bank Accounts at Scotiabank without jeopardizing any parties in interest. As more fully described in the First Day Declaration, the Debtors operate a commercially complex retail business with operations in both the United States and Canada. Accordingly, Scotiabank—one of the largest banks in Canada—is a natural and convenient choice for the Debtors to use to service their Canadian operations, since Scotiabank regularly deals in CAD and there are many Scotiabank branches near the Debtors' Canadian stores. Any effort to relocate the Scotiabank Bank Accounts

to Authorized Depositories would impose a material administrative burden on the Debtors' personnel and draw attention away from stabilizing the Debtors' ordinary course business operations—all for little (or no) tangible benefit. The Debtors' estates and creditors will not be harmed by the Debtors' maintenance of the status quo because of the established stability of Scotiabank. Furthermore, the Debtors will work in good faith with the U.S. Trustee to resolve any concerns regarding the continued use of these accounts on a postpetition basis.

65. For these reasons, cause exists for the Court to grant the Debtors (a) a sixty-day extension to come into compliance with section 345(b) of the Bankruptcy Code, without prejudice to the Debtors' right to seek an additional extension pursuant to the Interim Order, and (b) a full waiver of the requirements set forth in section 345(b) of the Bankruptcy Code pursuant to the Final Order. Granting such relief will allow the Debtors to continue utilizing the existing Bank Accounts and will inure to the benefit of all stakeholders.

The Requirements of Bankruptcy Rule 6003(a) Are Satisfied

66. Bankruptcy Rule 6003(a) empowers a court to grant certain relief within the first twenty-one days after the Petition Date to the extent that such "relief is needed to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003(a). As set forth in this Motion, an immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations. Failure to receive the requested relief during the first twenty-one days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture and cause immediate and irreparable harm. The requested relief is necessary for the Debtors to operate their business in the ordinary course, preserve the ongoing value of their operations, and maximize the value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is "needed to avoid immediate and irreparable harm," as contemplated by Bankruptcy Rule 6003(a), and the Court should grant the requested relief.

Waiver of Bankruptcy Rules 6004(a) and 6004(h)

67. The Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the fourteen-day stay period under Bankruptcy Rule 6004(h).

Modification of Bankruptcy Rule 2002(a)(2)

68. The Debtors request that the Court, for cause, modify the service requirements set forth in Bankruptcy Rule 2002(a)(2) to limit service of this Motion only to the core service list and affected creditors. In light of the breadth and complexity of the Debtors' business, serving the Motion on all creditors, even those that are unaffected by the relief sought herein, would cause unnecessary confusion and expense to the detriment of all stakeholders. Accordingly, sufficient cause exists under Bankruptcy Rule 2002(a)(2) to modify the service requirements for this Motion.

The Processing of Checks and Electronic Fund Transfers Should Be Authorized

69. The Debtors will have sufficient funds to pay the amounts described herein in the ordinary course of business by virtue of expected cash flows from ongoing business operations. Under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors do not believe that checks or wire transfer requests that are unrelated to authorized payments will be honored inadvertently. Therefore, the Debtors request that the Court authorize all applicable financial institutions, when the Debtors request, to receive, process, honor, and pay all checks or wire transfer requests in respect of the relief requested herein.

Reservation of Rights

70. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended

or should be construed as: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien (contractual, common law, statutory, or otherwise) on, security interest in, or other encumbrance on property of the Debtors' estates and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (g) a waiver or limitation of the Debtors' or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof of claim.

No Prior Request

71. No prior request for the relief sought in this Motion has been made to this Court or any other court.

Notice

72. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the U.S. Trustee for the District of New Jersey; (b) the holders of the thirty largest unsecured claims against the Debtors (on a consolidated basis); (c) the state attorneys general for the states in which the Debtors conduct business; (d) the United States Attorney's Office for the District of New Jersey; (e) the Internal Revenue Service; (f) Otterbourg P.C., counsel

to the Prepetition ABL Administrative Agent; (g) Ropes & Gray LLP, counsel to the Consenting Prepetition Term Loan Agent; (h) Choate, Hall & Stewart LLP, counsel to the Prepetition Subordinated Loan Agent; (i) the Cash Management Banks; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[*Remainder of Page Intentionally Left Blank.*]

WHERFORE, the Debtors request that the Court enter the Interim Order and the Final Order granting the relief requested herein and such other relief the Court deems appropriate under the circumstances.

Dated: February 9, 2026

/s/ Michael D. Sirota

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



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

CERTIFICATION OF NO OBJECTION WITH RESPECT TO THE DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE USING THE CASH MANAGEMENT SYSTEM, (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO, AND (C) MAINTAIN EXISTING DEBTOR BANK ACCOUNTS, BUSINESS FORMS, AND BOOKS AND RECORDS; (II) AUTHORIZING THE DEBTORS TO CONTINUE TO PERFORM INTERCOMPANY TRANSACTIONS; (III) WAIVING CERTAIN U.S. TRUSTEE REQUIREMENTS; AND (IV) GRANTING RELATED RELIEF

[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.

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"), proposed co-counsel for the above-captioned debtors and debtors-in-possession (the "Debtors").

2. I submit this Certification pursuant to D.N.J. LBR 9013-3(d) regarding the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief* [Docket No. 9] (the "Motion").

3. On February 10, 2026, the Court entered the *Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief* [Docket No. 66] (the "Interim Order"). The Debtors hereby file a revised proposed form of the Interim Order (the "Second Interim Order").

4. The deadline to object to the Second Interim Order 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, the Office of the United States Trustee, and lender 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.

5. 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 proposed 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*]

Dated: March 12, 2026

/s/ Michael D. Sirota

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Exhibit A

Proposed Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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-and-

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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.

SECOND INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE USING THE CASH MANAGEMENT SYSTEM, (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO, AND (C) MAINTAIN EXISTING DEBTOR BANK ACCOUNTS, BUSINESS FORMS, AND BOOKS AND RECORDS; (II) AUTHORIZING THE DEBTORS TO CONTINUE TO PERFORM INTERCOMPANY TRANSACTIONS; (III) WAIVING CERTAIN U.S. TRUSTEE REQUIREMENTS; AND (IV) GRANTING RELATED RELIEF

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

Debtors: EDDIE BAUER LLC, *et al*.
Case No. 26-11422 (SLM)
Caption of Order: Second Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief

Upon the Debtors' motion (the "Motion")[2] for entry of an interim order (this "Second Interim Order"): (a) authorizing, but not directing, the Debtors to (i) operate their cash management system, (ii) honor certain prepetition obligations related thereto, and (iii) maintain existing bank accounts, business forms, and books and records; (b) authorizing, but not directing, the Debtors to continue to perform intercompany transactions; (c) granting the Debtors (i) an interim extension to comply with the deposit and investment requirements set forth in section 345(b) of the Bankruptcy Code pursuant to the Interim Order and (ii) a subsequent waiver thereof pursuant to the Final Order; (d) scheduling a final hearing to consider approval of the Motion on a final basis; and (e) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a second interim order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having

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

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

1. The Motion is **GRANTED** on an interim basis as set forth herein.

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

3. The final hearing on the Motion will be held on **April 16, 2026, at 10:00 a.m., prevailing Eastern Time**. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by (a) proposed counsel to the Debtors (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com), Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), and Oliver Paré (oliver.pare@kirkland.com); and (ii) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), and Felice R. Yudkin (fyudkin@coleschotz.com); (b) Office of the United States Trustee for the District of New Jersey, Attn.: Fran B. Steele (fran.b.steele@usdoj.gov) and David Gerardi (david.gerardi@usdoj.gov), One Newark Center, Suite 2100 Newark, New Jersey 07102; and (c) counsel to the Official

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

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

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

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

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

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

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

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

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

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

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

[1] *Interim Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the "Interim Cash Collateral Order"), and *Final Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* (the "Final Cash Collateral Order," and together with the Interim Cash Collateral Order, the "Cash Collateral Order").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Except as specifically set forth in this Second Interim Order, nothing contained in the Motion or any actions taken pursuant to this Second Interim Order granting the relief requested by the Motion is intended as or should be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, priority of, or validity of any particular claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or

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

22. Subject to the terms of the Cash Collateral Order, or further order of the Court, the Debtors are authorized, but not directed, on an interim basis, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

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

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

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

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

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

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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-and-

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

In re:	Chapter 11
EDDIE BAUER LLC, *et al.*,	Case No. 26-11422 (SLM)
Debtors.[1]	(Jointly Administerationed ~~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~~https://cases.stretto.com/EddieBauer. The location of Debtor Eddie Bauer LLC's principal place of business is 10401 Northeast 8th Street, Suite 500, Bellevue, WA 98004; the Debtors' service address in these chapter 11 cases is 6501 Legacy Drive, Suite B100, Plano, TX 75024.

SECOND INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE USING THE CASH MANAGEMENT SYSTEM, (B) HONOR ~~CERTAIN~~ 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~~ TO PERFORM INTERCOMPANY TRANSACTIONS; (III) WAIVING CERTAIN U.S. TRUSTEE REQUIREMENTS; AND (IV) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through ~~sixteen~~seventeen (1~~6~~7), is **ORDERED**.

[Different first page link-to-previous setting changed from off in original to on in modified.].

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~~Debtors:~~ ~~EDDIE BAUER LLC, *et al.*~~
~~Case No.~~ ~~26-11422 (SLM)~~
~~Caption of Order:~~ ~~Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief~~

Upon the Debtors' motion (the "Motion")[2] for entry of an interim order (this "Second Interim Order"): (a) authorizing, but not directing, the Debtors to (i) operate their cash management system, (ii) honor certain prepetition obligations related thereto, and (iii) maintain existing bank accounts, business forms, and books and records; (b) authorizing, but not directing, the Debtors to continue to perform intercompany transactions; (c) granting the Debtors (i) an interim extension to comply with the deposit and investment requirements set forth in section 345(b) of the Bankruptcy Code pursuant to the Interim Order and (ii) a subsequent waiver thereof pursuant to the Final Order; (d) scheduling a final hearing to consider approval of the Motion on a final basis; and (e) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a ~~final~~second interim order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate ~~under the~~

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~~(Page | 4)~~
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~~circumstances~~ and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on an interim basis as set forth herein.

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

3. The final hearing on the Motion will be held on ~~_____~~**April 16, 2026, at** ~~__:__ _.m~~**10:00 a.m., prevailing Eastern Time**. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by (a) proposed counsel to the Debtors (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C. (~~J~~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 Center, Suite 2100 Newark, New Jersey 07102; and (c) if any statutory committee has been appointed in these chapter 11 cases, counsel to suchthe Official cCommittee of Unsecured Creditors, Pachulski Stang Ziehl & Jones LLP, on or before ~~_____~~**April 9, 2026, at ~~___:___ .m~~4:00 p.m., prevailing Eastern Time**. If no objections are filed to the Motion, this Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.

4. The Debtors are authorized, but not directed, on an interim basis, in the ordinary course of business, to: (a) continue using the Cash Management System, substantially as set forth in the Motion and on Exhibit 1 attached heretoto the Interim Order, in accordance with, and subject to, the terms and conditions of the Cash Management Agreements; (b) use, in their present form, all preprinted correspondence, Business Forms, checks, and Books and Records, *provided*, that once all of the Debtors' existing checks have been exhausted, the Debtors shall, when reordering checks, require the designation "Debtors in Possession" and the above-captioned case number to be printed on all checks; *provided, further*, that, with respect to electronic checks or checks that the Debtors and their agents print themselves, the Debtors shall begincontinue printing the "Debtor in Possession" legend and corresponding above-captioned case number on such checks within twenty-one days of the entry of this Interim Order; (c) honor any prepetition obligations related to the Cash Management System

in the ordinary course of business; (d) continue to perform Intercompany Transactions in the ordinary course of business and to treat postpetition Intercompany Balances in a manner consistent with this Court's grant of administrative expense status thereto; (e) maintain all existing Debtor Bank Accounts, including, but not limited to, the Debtor Bank Accounts identified on Exhibit 2 attached ~~hereto~~to the Interim Order, in the names and with the account numbers existing immediately before the Petition Date, without the need to comply with certain guidelines relating to bank accounts set forth in the U.S. Trustee Guidelines requiring the opening of separate debtor in possession accounts; (f) treat the Debtor Bank Accounts for all purposes as debtor-in-possession accounts; (g) deposit funds in and withdraw funds from the Debtor Bank Accounts in the ordinary course and by all usual means, including checks, wire transfers, ACH transfers, other debits, or electronic means; (h) pay the Payment Processing Fees and Transport Fees in the ordinary course of business, and (i) pay any ordinary course Bank Fees and charges incurred in connection with the Debtor Bank Accounts and treasury management services, in each case irrespective of whether such fees arose prior to the Petition Date, and to otherwise perform their obligations under the Cash Management Agreements; *provided* that in each case (a) through (i) such action is taken in the ordinary course of business and consistent with historical practices. Any fees, costs, charges, expenses, charge backs, or other reimbursement or payment obligations that are not paid in accordance herewith, or the Cash Management Agreements,

are hereby afforded priority as administrative expenses pursuant to section 503(b)(1) of the Bankruptcy Code. Notwithstanding the foregoing, once the Debtors' existing stock of Business Forms have been used, the Debtors shall, when reordering (or with respect to checks or other Business Forms the Debtors or their agents print themselves), require or print as applicable, the designation "Debtors in Possession" and the corresponding lead bankruptcy case number on all such items. Further, within fourteen (14) calendar days of the entry of this Interim OrderFor the avoidance of doubt, the Debtors will updatecontinue to mark any electronically produced checks to reflect their status as debtors in possessiondebtors in possession and to include the corresponding lead bankruptcy case number.

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

Petition Date), and (ii) rely on the Debtors' designation of any particular check or electronic payment request as approved by this Second Interim Order.

6. The Cash Management Banks are authorized, but not directed, on an interim basis, to debit the Debtor Bank Accounts in the ordinary course of business without the need for further order of this Court for: (a) all checks and other payment orders drawn on the Debtor Bank Accounts which are cashed at such Cash Management Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (b) all checks, ACH transaction funds, wire transfers, or other items deposited in one of the Debtor Bank Accounts with such Cash Management Bank prior to, on, or after the Petition Date that have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith; (c) all prepetition amounts outstanding as of the date hereof, if any, owed to any Cash Management Bank as service charges for the maintenance of the Cash Management System; and (d) any payments in connection with the Cash Management System owed on or after the Petition Date (including with respect to "netting" or setoffs, and the automatic stay under Bankruptcy Code section 362(a) is lifted to the extent necessary to allow the Cash Management Banks to effectuate such "netting" or setoffs).

7. The Cash Management Banks are authorized, but not directed, on an interim basis, to continue to charge, and the Debtors are authorized to pay, honor, or allow the

deduction from the appropriate Bank Account, the Bank Fees in the ordinary course of business, whether such items are dated prior to, on, or subsequent to the Petition Date.

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

9. Subject to the terms of the applicable Cash Management Agreement and the terms of this Second Interim Order, the Debtors are authorized, but not directed, to (a) implement changes to the Cash Management System and procedures in the ordinary course of business, including, without limitation, by, subject to the Approved Budget (as defined in the Cash Collateral Order[1]) and Cash Collateral Order, reimbursing SPARC in cash on a postpetition

[1] *Interim Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting*

basis for the Covered Expenses that SPARC pays on the Debtors' behalf, and (b) open any new bank accounts or close any existing Debtor Bank Accounts, and entering into any ancillary agreements, including deposit account control agreements, related to the foregoing, as they may deem necessary and appropriate in their sole discretion; *provided* that the Debtors give two (2) business days' prior notice thereof to Otterbourg P.C., counsel to the Prepetition ABL Administrative Agent, Ropes & Gray LLP, counsel to the Prepetition Term Loan Agent, Choate, Hall & Stewart LLP, counsel to the Prepetition Subordinated Loan Agent, the U.S. Trustee, and ~~any statutory~~counsel to the Official ~~c~~Committee ~~appointed in these chapter 11 cases~~of Unsecured Creditors (the "Committee"), Pachulski Stang Ziehl & Jones LLP; *provided*, *further*, that any such new bank account opened by the Debtors shall be established at an institution that is (a) party to a Uniform Depository Agreement with the U.S. Trustee for Region 3 or is willing to immediately execute a Uniform Depository Agreement or (b) bound by the terms of this Second Interim Order. The relief granted in this Second Interim Order is extended to any new bank account opened by the Debtors in the ordinary course of business after the date hereof, which account shall be deemed a "Debtor Bank Account," and to the bank at which such account is opened, which bank shall be

Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief (the "Interim Cash Collateral Order"), and *Final Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* (the "Final Cash Collateral Order," and together with the Interim Cash Collateral Order, the "Cash Collateral Order").

deemed a "Cash Management Bank." The opening or closing of a bank account shall be timely indicated on the Debtors' monthly operating reports. Any new debtor-in-possession bank account must bear the designation "Debtor in Possession" and designated as "Debtor in Possession" account with the case number. The U.S. Trustee and counsel to any statutorythe cCommittee that may be appointed in these chapter 11 cases shall have fourteen days from the receipt of such notice to file any objection with regard to the opening or closing of a bank account, or such later date as may be extended by the Court or agreed to between the parties, as applicable.

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

11. Any bank, including the Cash Management Banks, may rely upon the representations of the Debtors, without any duty to inquire otherwise, with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Second Interim Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of a good-faith

mistake made despite the implementation of reasonable customary handling procedures, shall be deemed to be nor shall be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Second Interim Order. Notwithstanding the foregoing in this paragraph 10, the Cash Management Banks maintaining any of the Debtor Bank Accounts shall not honor or pay any bank payments drawn on the Debtor Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue timely stop payment orders in accordance with the Cash Management Agreements, *provided*, however, that the Cash Management Banks shall not be liable to the Debtors, their estates, or any other party on account of any payments following a timely stop payment order as a result of a good-faith mistake by the Cash Management Bank despite the implementation of reasonable customary handling procedures.

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

13. The Debtors are further authorized, but not directed, on an interim basis, to maintain the Credit Card Program and merchant services provided by the Cash Management Banks, including without limitation PNC and PNC Merchant Services, or any other corporate

credit card provider, and the Debtors shall honor all prepetition and postpetition obligations arising in connection with the programs and services maintained by the Debtors and pay or reimburse any ordinary course amounts owed in connection therewith, including amounts for any fees, charges, refunds, chargebacks, reserves and other amounts due and owing from the Debtors to the providers of the Corporate Cards, Credit Cards or merchant services, and the Cash Management Banks providing such programs and services are authorized to receive or obtain payment for such obligations, as provided under, and in the manner set forth in, the applicable Cash Management Agreement governing such program or service.

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

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

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

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

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

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

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

~~390~~

~~(Page | 16)~~

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

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

~~Caption of Order:~~ ~~Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief~~

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

~~19. With respect to Debtor Bank Accounts at Cash Management Banks that are party to a Uniform Depository Agreement with the U.S. Trustee for Region 3, within five (5) calendar days of entry of this Interim Order, the Debtors shall (a) contact each Cash Management Bank; (b) provide each Cash Management Bank with the Debtors' federal employer identification number (if any) and the case number of these chapter 11 cases; and (c) identify each of the Debtor Bank Accounts held at such Cash Management Bank as being held by a debtor in possession in a bankruptcy case, request such Cash Management Bank to code each such Debtor Bank Account as a "debtor in possession" account, and provide the applicable bankruptcy case number.~~

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

21. Except as specifically set forth in this Second Interim Order, nothing contained in the Motion or any actions taken pursuant to this Second Interim Order granting the relief requested by the Motion is intended as or should be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, priority of, or validity of any particular claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code or otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof of

claim. Nothing contained in this Second Interim Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim on account of such claim not being paid.

22. Subject to the terms of the Cash Collateral Order, or further order of the Court, the Debtors are authorized, but not directed, on an interim basis, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

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

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

~~25. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(a).~~

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

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

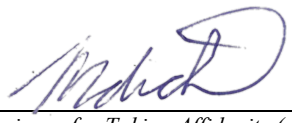
~~28. Within two (2) business days from the entry of this Interim Order, the Debtors shall (i) serve by e-mail (if available) or by regular mail (if e-mail is unavailable) a copy of this Interim Order and the Motion to each Cash Management Bank and all other parties required to receive such service pursuant to Bankruptcy Local Rule 9013-5(f), and (ii) request that each Cash Management Bank internally code each of the Debtor Bank Accounts as "debtor in possession" accounts.~~

~~29. Any party may move for modification of this Interim Order in accordance with Bankruptcy Local Rule 9013-5(e).~~

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

~~[*Remainder of Page Intentionally Left Blank*]~~

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



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO ASSUME THE AGENCY AGREEMENT; (II) AUTHORIZING AND APPROVING THE CONDUCT OF STORE CLOSING SALES 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

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors in possession (collectively, the "Debtors") state the following in support of this motion (this "Motion"):[2]

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

[2] A description of the Debtors and their business, as well as the facts and circumstances supporting this Motion and giving rise to the Debtors' chapter 11 cases, is set forth in greater detail in the *Declaration of Stephen Coulombe,*

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the "Interim Order" and "Final Order"): (a) authorizing, but not directing, the Debtors to assume and perform under that certain Letter Agreement Governing Inventory Disposition, dated as of January 29, 2026, made by and between Eddie Bauer LLC and certain of its affiliates (collectively, as applicable, the "Merchant"), Hilco Merchant Resources, LLC ("Hilco"), and SB360 Capital Partners, LLC ("SB360," and, together with Hilco, the "Agent")[3] (as may be amended and supplemented from time to time), a copy of which is attached as Exhibit 1 to the Interim and Final Orders (the "Agency Agreement"); (b) authorizing and approving the conduct of store closings or similar themed sales that are ongoing as of the Petition Date at the stores listed on Exhibit A to the Agency Agreement (the stores located in the U.S., the "U.S. Closing Stores" and the stores located in Canada, the "Canadian Closing Stores," and together, the "Closing Stores") pursuant to the procedures set forth herein, with such sales of Store Closure Assets (as defined herein) at the Closing Stores to be free and clear of all liens, claims, and encumbrances pursuant to section 363(f) of the Bankruptcy Code (the "Sales" or "Store Closings"), in accordance with the terms of the store closing sale guidelines, attached as Exhibit 2-A to the Interim and Final Orders (the "U.S. Sale Guidelines") with respect to the U.S. Closing Stores, and attached as Exhibit 2-B to the Interim and Final Orders (the "Canadian Sale Guidelines," and together with the U.S. Sale

Co-Chief Restructuring Officer of Eddie Bauer LLC and its Affiliates, in Support of Chapter 11 Petitions and First Day Motions (the "First Day Declaration"), filed contemporaneously herewith and incorporated by reference herein. Capitalized terms used but not otherwise defined in this Motion shall have the meanings ascribed to them in the First Day Declaration or the Agency Agreement, as applicable.

[3] Pursuant to that certain letter dated January 30, 2026, Hilco provided notice to the Debtors under Section M of the Agency Agreement that it has determined to syndicate certain aspects of the Agency Agreement to Gordon Brothers Retail Partners, LLC ("GBRP").

Guidelines, the "Sale Guidelines") with respect to the Canadian Closing Stores; (c) approving modifications to certain customer programs at the Closing Stores, including the acceptance of gift cards; and (d) granting related relief. In addition, the Debtors request that the Court schedule a final hearing within approximately twenty-one days after the commencement of these chapter 11 cases to consider entry of the Final Order.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the "Court") has 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*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). The Debtors confirm their consent to the Court's entry of a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105, 363, 365, and 554 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rules 2002(a), 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 9013-2 and 9013-5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey, dated August 1, 2025 (the "Bankruptcy Local Rules").

Background

5. On February 9, 2026 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have filed a motion contemporaneously herewith requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business

and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

I. The Store Closings.

6. As further described in the First Day Declaration, the Debtors have recently faced a challenging commercial environment. Specifically, the Debtors have been forced to grapple with macroeconomic and retail-specific market pressures and headwinds, including, among other things, reduced discretionary spending on outdoor apparel, persistent inflation, and post-COVID-19 supply chain issues. Given the expenses associated with a substantial brick-and-mortar presence and the issues affecting the retail industry more generally, a significant number of the Debtors' stores are operating at sub-optimal levels.

7. Prior to the Petition Date, the Debtors took several steps to rationalize their lease footprint. ***First***, leases for unprofitable stores were allowed to expire without renewal, specifically including forty-nine expiring on January 31, 2026. As of the Petition Date, all such store closings have been completed. ***Second***, on January 29, 2026, the Debtors executed the Agency Agreement with the Agent so that they could be prepared to effectuate a liquidation of all or any portion of their remaining store locations. Store Closings commenced at the remaining 175 stores in the Debtors' brick-and-mortar retail footprint between January 26, 2026 and February 7, 2026, and are expected to continue throughout these chapter 11 cases absent a going concern sale of some or all of the Company's remaining stores. As of the Petition Date, these 175 Closing Stores are currently liquidating any remaining Debtor-owned inventory and furniture, fixtures, and equipment ("FF&E"). The Debtors anticipate that all Store Closings will continue postpetition for approximately thirteen more weeks. The proceeds and eventual labor cost savings from these

Store Closings are expected to provide the Debtors with much needed liquidity and will help fund these chapter 11 cases.

8. In addition, as described in greater detail in the First Day Declaration and in the Bidding Procedures Motion,[4] in the weeks prior to the Petition Date, the Debtors launched a marketing process to solicit bids for all or any portion of the Debtors' remaining brick-and-mortar retail operations as a going concern (the "Prepetition Sale Process"). The Prepetition Sale Process yielded multiple indications of interest ("IOIs"), which the Debtors, along with their advisors, are working to refine in pursuit of a potential going-concern sale of some or all of their remaining stores. The Debtors anticipate that the negotiation and refinement of the IOIs, as well as the ongoing solicitation of potential topping bids, will continue on a postpetition basis. The relief that the Debtors seek in this Motion will permit the Debtors to continue to market the remaining stores and simultaneously continue the Store Closings at the Closing Stores in pursuit of a value-maximizing restructuring. To the extent the Debtors determine that selling some or all of the remaining stores will, in their business judgment, maximize the value of their estates, the Debtors may pause or discontinue Store Closings at such stores that become subject to such a sale. On February 8, the Debtors and the Prepetition Lenders executed the restructuring support agreement, attached as Exhibit B to the First Day Declaration (the "Restructuring Support Agreement"), which contemplates the Debtors pursuing this dual track process. The Debtors estimate that the aggregate net sales proceeds from all Sales at the Closing Stores will be approximately $21.3 million.

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[4] Contemporaneously herewith, the Debtors filed the *Debtors' Motion for Entry of an Order (I) Approving the Bidding Procedures and Stalking Horse Bid Protections, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (V) Authorizing the Assumption and Assignment of Assumed Contracts, (VI) Authorizing the Sale of Assets, and (VII) Granting Related Relief* (the "Bidding Procedures Motion").

9. The relief requested in this Motion will permit the Debtors to (a) continue to conduct Store Closings at the Closing Stores and (b) establish uniform store closing procedures that will allow the Debtors to monetize existing inventory and FF&E in a controlled manner that will maximize value for the Debtors' estates.

10. The Debtors propose to pursue Sales in Canada as well. Debtor Eddie Bauer LLC, as proposed foreign representative, will shortly commence an ancillary proceeding in Canada (the "Canadian Proceedings") on behalf of the Debtors' estates under Part IV of the Companies' Creditors Arrangement Act (the "CCAA") in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") to request that the Canadian Court recognize these chapter 11 cases as "foreign main proceedings" under the applicable provisions of the CCAA in order to, among other things, (a) protect the Debtors' assets and operations in Canada and obtain a stay of proceedings with respect to landlords and other creditors that may have remedies upon the Debtors' chapter 11 filing and (b) support a potential going-concern sale.

II. The Agent.

11. In anticipation of these chapter 11 cases, the Debtors retained the Agent pursuant to the Agency Agreement to serve as the Debtors' agent with respect to the Store Closings and Sales. The Agent has significant expertise and experience in serving as a consultant both in- and out-of-court for store closings and sales for businesses, merchandise, furniture, fixtures and equipment, and store operations that are substantially similar to those of the Debtors. In late January and early February 2026, the Agent commenced Store Closings in 175 locations across the Debtors' lease portfolio.

12. The Debtors anticipate continuing the ongoing Store Closings after the Petition Date and will therefore need to continue partnering with the Agent. After careful consideration of available alternatives and in consultation with their advisors, the Debtors concluded in their

business judgment that (a) the services of the Agent are necessary (i) for a seamless and efficient large-scale store closing process, as is contemplated by this Motion and the Agency Agreement, and (ii) to maximize the value of the saleable inventory located in the Closing Stores (as defined in the Agency Agreement, the "Merchandise"), and the associated FF&E (Merchandise and FF&E, collectively, the "Store Closure Assets"), and (b) the Agent is qualified and capable of performing the required tasks set forth in the Agency Agreement in a value-maximizing manner. Further, the Agent is already in the process of liquidating inventory at most of the Closing Stores. Accordingly, the Debtors seek to assume the Agency Agreement, allow the Agent to continue its work as described herein uninterrupted, and to enter into additional agreements, if necessary.

13. Such relief will allow the Debtors to continue the Store Closings across their lease portfolio which, in turn, is critical for the Debtors to efficiently administer their estates during the pendency of these chapter 11 cases. Assumption of the Agency Agreement will allow the Debtors to continue to conduct the Store Closings at the Closing Stores in an efficient, controlled manner that will maximize value for the Debtors' estates.

III. The Agency Agreement.

14. Pursuant to the Agency Agreement, the Agent will serve as agent to the Debtors in connection with the sale of the Store Closure Assets. The chart set forth below summarizes the material terms of the Agency Agreement.[5]

[5] The following summary chart is for the convenience of the Court and parties in interest. To the extent there is any conflict between this summary and the Agency Agreement, the Agency Agreement shall govern in all respects. Capitalized terms used but not defined in the following summary shall have the meaning ascribed to them in the Agency Agreement.

TERM	AGENCY AGREEMENT
Services Provided by Agent	The Agent shall: (a) provide qualified supervisors (the "Supervisors") engaged by Agent to oversee the management of the Closing Stores and the Sale; (b) recommend appropriate point-of-sale and external advertising for the Closing Stores; (c) recommend appropriate discounts of Merchandise, staffing levels for the Closing Stores and appropriate bonus and incentive programs; (d) recommend appropriate allocation and replenishment of Merchandise; (e) assist the Merchant in connection with planning, execution, and evaluation of marketing, customer retention, and brand enhancement programs; (f) to the extent that information is available, evaluate sales and recovery performance of Merchandise by category and sales reporting and monitor expenses in accordance with an agreed upon forecast; (g) advise regarding the necessity for obtaining any applicable permits and governmental approvals to conduct the Sale; and (h) provide such other related services deemed necessary or appropriate as may be mutually agreed by Merchant and Agent.
Term of Sale	The Sale Term shall be mutually agreed upon by the Parties. At the conclusion of the Sale, Agent shall surrender the premises for each Store to Merchant, as directed by Merchant, in accordance with Section B(i) of the Agency Agreement. Pursuant to the Agency Agreement, the Sale Commencement Date for the Initial Stores was January 29, 2026, and the Sale Termination Date shall be no later than April 30, 2026; *provided, however*, that the Parties may mutually agree in writing to extend or terminate the Sale at any Closing Store prior to the Sale Termination Date.
Expenses of Agent	Merchant shall be responsible for all costs and expenses of the Sale, including (without limitation) all Closing Store-level operating expenses, all costs and expenses related to Merchant's other retail store operations, Merchant's distribution centers and warehouses, and Merchant's corporate offices, and Agent's reasonable, documented out of pocket expenses (collectively, "Expenses"); provided that, in no event will Agent's expenses exceed the aggregate budget established by Merchant and Agent for certain delineated costs and expenses relating to the Sale (the "Expense Budget"). Merchant agrees to remit to an account designated by Agent the aggregate of approximately $260,000 in advances related to Expense Budget amounts and anticipated fees that may become due to Agent pursuant to the Agency Agreement.
Compensation for Agent	In consideration of its services under the Agency Agreement, Merchant shall pay Agent a base fee equal to two percent (2.0%) of the Gross Proceeds of Merchandise sold at the Closing Stores (the "Merchandise Fee"). In addition to the Merchandise Fee, Agent may also earn "Additional Incentive Compensation" equal to the aggregate sum of the percentages shown in the following table, based upon the following "Gross Recovery Percentages" (e.g., in each case, as calculated back to first dollar): **Gross Recovery Percentage** / **Additional Incentive Compensation** 155.5%-158% — An additional 0.25% of Specified Gross Proceeds (total fee equal to 2.25% of Specified Gross Proceeds) Above 158.0% — An additional 0.25% of Specified Gross Proceeds (total fee equal to 2.5% of Specified Gross Proceeds)
Conduct of Sale; Other Sale Matters	During the Sale Term, Merchant shall: (a) be the employer of the Closing Stores' employees, other than the Supervisors or any other representatives of Agent or the Supervisors; (b) pay all taxes, costs, expenses, accounts payable, and other liabilities

TERM	AGENCY AGREEMENT
	relating to the Closing Stores, the Closing Stores' employees and other representatives of Merchant; (c) prepare and process all tax forms and other documentation; (d) collect all sales taxes and pay them to the appropriate taxing authorities for the Closing Stores; (e) use reasonable efforts to cause Merchant's employees to cooperate with Agent and the Supervisors; (f) execute all agreements determined by the Merchant and Agent to be necessary or desirable for the operation of the Closing Stores during the Sale; (g) arrange for the ordinary maintenance of all point-of-sale equipment required for the Closing Stores; (h) apply for and obtain, with Agent's assistance and support, all applicable permits and authorizations (including landlord approvals and consents) for the Sale; and (i) ensure that Agent has quiet use and enjoyment of the Closing Stores for the Sale Term in order to perform its obligations under the Agency Agreement. Agent shall have no liability to Merchant's employees for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Merchant's employment, hiring or retention of its employees, and such employees shall not be considered employees of Agent. Merchant shall have no liability to Agent's employees for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Agent's employment, hiring or retention of its employees, and such employees shall not be considered employees of Merchant. All sales of Merchandise shall be made on behalf of Merchant. Agent does not have, nor shall it have, any right, title or interest in the Merchandise. All sales of Merchandise shall be by cash, gift card, gift certificate, merchandise credit, debit card, or credit card and, at Merchant's discretion, by check or otherwise in accordance with Merchant's policies, and shall be "final" with no returns accepted or allowed, unless otherwise directed by Merchant. Agent shall sell the FF&E in the Closing Stores from the Closing Stores and Merchant's corporate offices and distribution center(s). Merchant shall be responsible for all reasonable and documented costs and expenses incurred by Agent in connection with the sale of FF&E, which costs and expenses shall be incurred pursuant to a budget, as may be modified from time to time by mutual agreement of the Merchant and Agent. Merchant and Agent shall have the right to abandon any unsold FF&E. If mutually agreed to by the Merchant and Agent, the Agent may, at Agent's sole cost and expense, supplement the Merchandise in the Sale at the Closing Stores with additional goods procured by Agent which (a) are of like kind, (b) in the Merchant's sole discretion maintain the overall merchandising brand image of the Merchant, and (c) are of no lesser quality to the Merchandise in the Sale at the Closing Stores ("Additional Agent Goods"); provided, that the cost value of Additional Agent Goods shall not exceed 20% of the aggregate Cost Value of Merchandise in the Sale. The Agent shall purchase the Additional Agent Goods and deliver them to the Closing Stores at Agent's sole expense (including as to labor, freight and insurance relative to shipping such Additional Agent Goods to the Closing Stores). Additional Agent Goods shall be distinguished as non-Merchant goods at Closing Stores and in the sales process as well. Agent shall pay to Merchant an amount equal to six percent (6%) percent of the gross proceeds (excluding Sale Taxes) from the sale of the Additional Agent Goods (the "Additional Agent Goods Fee"), and Agent shall retain all remaining amounts from the sale of the Additional Agent Goods. Agent shall pay Merchant its Additional Agent Goods Fee in connection with each weekly sale reconciliation with respect to sales of Additional Agent Goods sold by Agent during each then prior week (or at such other mutually agreed upon time).

TERM	AGENCY AGREEMENT
	Agent and Merchant intend that the transactions relating to the Additional Agent Goods are, and shall be construed as, a true consignment from Agent to Merchant in all respects and not a consignment for security purposes. Subject solely to Agent's obligations to pay to Merchant the Additional Agent Goods Fee, at all times and for all purposes the Additional Agent Goods and their proceeds shall be the exclusive property of Agent, and no other person or entity shall have any claim against any of the Additional Agent Goods or their proceeds. The Additional Agent Goods shall at all times remain subject to the exclusive control of Agent. Merchant shall, at Agent's sole cost and expense, insure the Additional Agent Goods and, if required, promptly file any proofs of loss with regard to same with Merchant's insurers. Agent shall be responsible for payment of any deductible under any such insurance in the event of any casualty affecting the Additional Agent Goods. Merchant acknowledges, and the Approval Order shall provide, that the Additional Agent Goods shall be consigned to Merchant as a true consignment under Article 9 of the Uniform Commercial Code. Agent is hereby granted a first priority security interest in and lien upon (i) the Additional Agent Goods and (ii) the Additional Agent Goods proceeds *less* the Additional Agent Goods Fee, and which security interest shall be deemed perfected pursuant to the Approval Order without the requirement of filing UCC financing statements or providing notifications to any prior secured parties (provided that Agent is hereby authorized to deliver all required notices and file all necessary financing statements and amendments thereof under the applicable UCC identifying Agent's interest in the Additional Agent Goods as consigned goods thereunder and the Merchant as the consignee therefor, and Agent's security interest in and lien upon such Additional Agent Goods and Additional Agent Goods proceeds). Notwithstanding anything in the Agency Agreement to the contrary, "Merchandise" shall not include "Additional Agent Goods."
Insurance Obligations	Merchant shall maintain throughout the Sale Term, liability insurance policies covering injuries to persons and property in or in connection with the Closing Stores, and shall, to the extent reasonably practicable, cause Agent to be named an additional insured with respect to all such policies. In addition, Merchant shall maintain throughout the Sale Term, in such amounts as it currently has in effect, workers compensation insurance in compliance with all statutory requirements. Agent shall maintain throughout the Sale Term, liability insurance policies on an occurrence basis in an amount of at least two million dollars ($2,000,000) and an aggregate basis of at least five million dollars ($5,000,000) covering injuries to persons and property in or in connection with Agent's provision of services at the Closing Stores. In addition, Agent shall maintain throughout the Sale Term, workers compensation insurance in compliance with all statutory requirements. Further, should Agent employ or engage third parties to perform any of Agent's undertakings with regard to this Agreement, Agent will ensure that such third parties are covered by Agent's insurance or maintain all of the same insurance as Agent is required to maintain pursuant to this paragraph and name Merchant as an additional insured and loss payee under the policy for each such insurance.
Indemnification by Agent	Agent shall indemnify, defend and hold Merchant and its consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, representatives, lenders, potential co-investors, principals, and affiliates (other than the Agent or the Agent Indemnified Parties) (collectively, "Merchant Indemnified Parties") harmless from and against all liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to (a) the willful, negligent, or unlawful acts or

TERM	AGENCY AGREEMENT
	omissions of Agent or the Agent Indemnified Parties; (b) the breach of any provision of, or the failure to perform any obligation under, this Agreement by Agent or the Agent Indemnified Parties; (c) any liability or other claims made by Agent's Indemnified Parties or any other person (excluding Merchant Indemnified Parties) against a Merchant Indemnified Party arising out of or related to Agent's conduct of the Sale, except claims arising from Merchant's negligence, willful misconduct, or unlawful behavior; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortious or otherwise actionable treatment of Merchant Indemnified Parties, or Merchant's customers by Agent or any of the Agent Indemnified Parties and (e) any claims made by any party engaged by Agent as an employee, agent, representative or independent contractor arising out of such engagement, including, without limitation, the Supervisors.
Indemnification by Merchant	Merchant shall indemnify, defend, and hold Agent and its consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, representatives, lenders, potential co-investors, principals, affiliates, and Supervisors (collectively, "Agent Indemnified Parties") harmless from and against all liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to: (a) the willful or negligent acts or omissions of Merchant or the Merchant Indemnified Parties (as defined below); (b) the material breach of any provision of this Agreement by Merchant; (c) any product liability claims, claims asserted by customers, or claims asserted by any Store employees (under a collective bargaining agreement or otherwise) against Agent or an Agent Indemnified Party, except claims arising from Agent's negligence, willful misconduct or unlawful behavior; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortious or otherwise actionable treatment of Agent's Indemnified Parties or Merchant's customers by Merchant or Merchant's Indemnified Parties; and (e) Merchant's failure to pay over to the appropriate taxing authority any taxes required to be paid by Merchant during the Sale Term in accordance with applicable law.
Agent Syndication Rights	Agent shall have the right to syndicate the transaction contemplated by the Agency Agreement by providing Merchant with written notice of such syndication. To maximize the value of the Store Closure Assets, the Agent may determine that it will syndicate and partner with additional entities to serve as consultants (the "Additional Consultants").

IV. The Sale Guidelines.

15. The Debtors seek approval of the Sale Guidelines, which are streamlined procedures to sell the Store Closure Assets, in each case free and clear of liens, claims, and encumbrances pursuant to section 363(f) of the Bankruptcy Code. As set forth below, the Sale Guidelines are substantially similar to sale guidelines approved in retail bankruptcies in this district. The Debtors also seek approval of the Sale Guidelines to provide newspapers, other traditional advertising media, digital marketplaces, and other digital marketing and advertising

platforms in which the Sales may be advertised with comfort that the Debtors are conducting the Sales in compliance with applicable law and with the Court's approval. The Debtors seek interim approval of the Sale Guidelines to allow the continuation and commencement of the Sales at the Closing Stores.

16. The U.S. Sale Guidelines are substantially similar to liquidation sale guidelines that have been approved by this Court and others across the country. The Canadian Sale Guidelines are similar to the U.S. Sale Guidelines, but they have been tailored for relief more customary in Canada. The Debtors seek to have the Canadian Sale Guidelines approved so that they may seek recognition of the Interim Order and Final Order in the Canadian Proceedings.

17. In accordance with the Sale Guidelines, during the Sales, conspicuous signs indicating that "all sales are final" shall be posted in cash register areas of each Closing Store. At the conclusion of each Store Closing, the Debtors shall vacate the applicable Closing Store while retaining the right to abandon any owned FF&E that is not sold in the Sales or otherwise transferred from the premises, with any such abandonment to be made in accordance with the Rejection Procedures.[6] The landlord of the applicable Closing Store will have reasonable access to the applicable Closing Store's premises as set forth in the applicable lease.

18. The Debtors have determined, in the exercise of their reasonable business judgment and in consultation with their advisors, including the Agent, that the Sale Guidelines will provide the best and most efficient means of selling the Store Closure Assets in order to maximize their

[6] "Rejection Procedures" shall have the meaning ascribed to such term in the *Motion of Debtors for Entry of an Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases, and (II) Granting Related Relief*, that the Debtors intend to file shortly after the date hereof, by which the Debtors will request that the Court authorize and approve procedures for the Debtors to reject, assume, or assume and assign, executory contracts and unexpired leases (the "Assumption and Rejection Procedures Motion," and the related order, the "Assumption and Rejection Procedures Order").

value to the estates. The Debtors estimate that the currently contemplated Store Closings at the Closing Stores will conclude no later than April 30, 2026.

V. Liquidation Sale Laws and Dispute Resolution Procedures.

19. Certain jurisdictions in which the Debtors operate stores have or may have licensing or other requirements governing the conduct of store closing, liquidation, or other inventory clearance sales, including, without limitation, state, provincial, and local laws, statutes, rules, regulations, and ordinances (collectively, the "Liquidation Sale Laws"). The Liquidation Sale Laws may establish licensing, permitting, or bonding requirements, waiting periods, time limits, bulk sale restrictions, and augmentation limitations that would otherwise apply to the Store Closings. Such requirements hamper the Debtors' ability to maximize value in selling their inventory. Subject to the Court's approval, the Debtors intend to conduct the Store Closings in accordance with the Sale Guidelines, and to the extent such guidelines conflict with the Liquidation Sale Laws, the Sale Guidelines shall control.

20. For the purpose of orderly resolving any disputes between the Debtors and any Governmental Units (as defined in section 101(27) of the Bankruptcy Code) arising due to the U.S. Sale Guidelines and the alleged applicability of any Liquidation Sale Laws, the Debtors request that the Court authorize the Debtors to implement the following dispute resolution procedures (the "Dispute Resolution Procedures"), as set forth in the Interim and Final Orders:

i. Provided that the Sales are conducted in accordance with the Interim Order, any Final Order, and the U.S. Sale Guidelines, the Debtors, the Agent, and the Debtors' landlords shall be deemed to be in compliance with any requirements of all county, parish, or municipal or other local government (hereinafter referred to as "Local") and state Liquidation Sale Laws establishing licensing or permitting requirements, waiting periods or time limits, or bulk sale restrictions that would otherwise apply to the Sales and sales of the Store Closure Assets of any state or local Governmental Unit (as defined in section 101(27) of the Bankruptcy Code); *provided*, that the term "Liquidation Sale Laws" shall be deemed not to include any public health or safety laws of any state (collectively, the "Safety Laws"), and the Debtors and the Agent shall continue to be required to comply, as applicable, with such Safety Laws

and laws of general applicability, including, without limitation, Safety Laws, criminal, tax (including, but not limited to the collection of Sales Taxes), labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including consumer laws regulating deceptive practices and false advertising, consumer protection, the sale of gift certificates, layaway programs, return of goods, express or implied warranties of goods, and "weights and measure" regulation and monitoring (collectively "General Laws"), subject to any applicable provision of the Bankruptcy Code and federal law, and nothing in the Interim Order or Final Order shall be deemed to bar Governmental Units (as defined in section 101(27) of the Bankruptcy Code) or public officials from enforcing Safety Laws or General Laws.

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

iii. To the extent that there is a dispute arising from or relating to the Sales, the Order, the Agency Agreement, or the U.S. Sale Guidelines, which dispute relates to any Liquidation Sale Laws (a "Reserved Dispute"), the Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any time within ten (10) days following entry of the Interim Order, any Governmental Unit may assert that a Reserved Dispute exists by sending a notice (the "Dispute Notice") explaining the nature of the dispute to: (a) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua Sussberg, P.C. (joshua.sussberg@kirkland.com), Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), and Felice R. Yudkin (fyudkin@coleschotz.com); (c) Agent, c/o Hilco Merchant Resources, LLC, One Northbrook Place, 5 Revere Drive, Suite 206, Northbrook, IL 60062, Attn.: T. Kellan Grant (kgrant@hilcoglobal.com) and Robert Raskin (rraskin@sb360.com); and (d) counsel to the Agent, Riemer & Braunstein LLP, Times Square Tower, Seven Times Square, Suite 2506, New York, New York 10036, Attn: Steven E. Fox (sfox@riemerlaw.com); and (e) the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Fran Steele (Fran.B.Steele@usdoj.com), Lauren Bielskie (Lauren.Bielskie@usdoj.com) and David Gerardi (David.Gerardi@usdoj.gov). If the Debtors and the Governmental Unit are unable to resolve the Reserved Dispute within fifteen days after service of

the notice, the Governmental Unit may file a motion with the Court requesting that the Court resolve the Reserved Dispute (a "Dispute Resolution Motion").

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

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

21. Accordingly, the Debtors request a waiver of compliance with the applicable Liquidation Sale Laws to the extent any such Liquidation Sale Laws conflict with the U.S. Sale Guidelines, subject to the dispute resolution process set forth above.

VI. Fast Pay Laws.

22. Many U.S. states in which the Debtors operate have laws and regulations that require the Debtors to pay an employee substantially contemporaneously with his or her termination (the "Fast Pay Laws" and together with the Liquidation Sale Laws,

the "Applicable State Laws"). These laws often require payment to occur immediately or within a period of only a few days from the date such employee is terminated. Under ordinary circumstances, the Debtors' payroll department is able to coordinate delivery of final checks to coincide with an employee's final day of work where required by applicable law. This process requires the Debtors' payroll department to calculate individual payments upon termination, prepare each termination payment check, obtain authorization for each such check, and then prepare each such check for mailing.

23. The nature of the Store Closings contemplated by this Motion will result in numerous associate and store manager employees being terminated during the Store Closings. Given the number of employees who will be terminated during the Store Closings, the process of delivering final payroll to affected employees will likely take several days following the applicable terminations, making compliance with the Fast Pay Laws burdensome to the Debtors' estates, if not impossible. To be clear, the Debtors intend to pay their terminated employees as expeditiously as possible and under normal payment procedures; however, the Debtors' payroll systems may simply be unable to process the payroll information associated with these terminations in a manner that will be compliant with the Fast Pay Laws. Accordingly, the Debtors request a waiver of compliance with the applicable Fast Pay Laws to the extent the Debtors' payroll systems or operations limit their ability to comply with the same.

VII. Lease Restrictions.

24. The Debtors also request a waiver of any contractual restrictions that could otherwise inhibit or prevent the Debtors from maximizing value of their estates through the Store Closings and Sales. In certain cases, the contemplated Store Closings and Sales may be inconsistent with certain provisions of leases, subleases, or other documents with respect to the premises in which the Debtors operate, including (without limitation) reciprocal easement

agreements, agreements containing covenants, conditions, and restrictions (including, without limitation, "go dark" provisions and landlord recapture rights), or other similar documents or provisions. Such restrictions would also hamper the Debtors' ability to maximize value in selling their inventory.

25. The Debtors also request that any entity, including, without limitation, utilities, landlords, shopping center managers and personnel, creditors, and all persons acting for or on their behalf be enjoined from interfering with or otherwise impeding the conduct of the Store Closings and Sales. The Debtors further request that any such entities be enjoined from instituting any action against the Debtors in any court (other than in the Court or the Canadian Court, as applicable) or before any administrative body that in any way directly or indirectly interferes with, obstructs, or otherwise impedes the conduct of the Store Closings, the Sales or the advertising and promotion (including through the posting of signs) of the Sales.

26. Given that the Debtors are seeking this relief on an interim basis, the Debtors seek to resolve the concerns of landlords as expeditiously as possible. To accomplish that end, the Debtors request that the Court authorize the Debtors, the Agent, and affected landlords to enter into "side letters" to effect a binding modification of the Sale Guidelines in order to resolve landlord concerns. The Debtors believe that the procedures set forth in the Motion, the Interim Order, and the Final Order, along with the allowance of side letters, strikes the proper balance between procedural fairness and enabling efficient and value-maximizing Store Closings.

VIII. Abandonment.

27. The Debtors request that the Court authorize the abandonment of certain owned FF&E remaining in the Closing Stores. The Debtors intend to sell any marketable owned FF&E present in the Closing Stores or otherwise transfer valuable FF&E to the Debtors' other store locations. In their business judgment, however, the Debtors may determine that the cost associated

with holding, transferring, or selling such property exceeds the proceeds that they will realize from its sale or that such property may not be saleable at all. In such cases, retaining the property would be burdensome to the estates, and the property would be of inconsequential value.

28. For the avoidance of doubt, the Debtors will not sell any personal identifying information (which means information that alone or in conjunction with other information identifies an individual, including, but not limited to, an individual's name, social security number, date of birth, government-issued identification number, account number, and credit or debit card number) ("PII") as part of the Store Closings, and all personal identifying information will be removed from any FF&E prior to the sale or abandonment of the same. Accordingly, the Debtors submit that abandonment of such property, if any, is in the best interests of their estates and request that the Court authorize the Debtors to do so where they determine in their business judgment that abandonment will maximize the value of their estates.

IX. Store Closing Severance Plan.

29. As discussed in greater detail in the Wages Motion,[7] on January 1, 2026, the Debtors instituted a Store Closing Severance Plan (the "Store Closing Severance Plan") to compensate store-level non-insider employees who remain in the employ of the Debtors during the Sales. Under the Debtors' Store Closing Severance Plan, eligible hourly store associates who have been actively employed at a Closing Store for thirty days prior to the applicable Sale Termination Date are eligible to receive a lump sum payment based on the average number of weekly hours worked during the applicable Store Closing period, ranging from $500 to $1,200. Exempt managers are eligible to receive a lump sum payment of $2,000 and general managers,

[7] Contemporaneously herewith, the Debtors filed the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs; and (II) Granting Related Relief* (the "Wages Motion").

store managers, and assistant managers are eligible to receive a one-time lump sum payment of four weeks' pay. Additional detail regarding the Store Closing Severance Plan, as well as a request to maintain the Store Closing Severance Plan in the ordinary course of business, is set forth in the Wages Motion.

X. Customer Programs.

30. To properly effectuate the Sales and Store Closings, the Debtors seek to modify certain of their customer programs, solely with respect to the Closing Stores (collectively, the "Closing Store Customer Policies"). For the avoidance of doubt all customer programs will continue at non-Closing Stores, subject to approval of the relief sought in the Customer Programs Motion.[8] Accordingly, the Debtors intend to implement the Closing Store Customer Policies outlined below in all Closing Stores, which will be clearly posted for customers at cash registers and online at the Debtors' proposed claims and noticing agent's website at https://cases.stretto.com/EddieBauer for the duration of the Store Closings.

- ***Adventure Rewards Program.*** The Debtors will continue to honor Rewards Points on account of the Debtors' Adventure Rewards Program for twenty-one days from the date of the Interim Order. After such twenty-one-day period, the Debtors will discontinue the Adventure Rewards Program with respect to the Closing Stores, so that customers will no longer earn Rewards Points on account of purchases at Closing Stores nor will such Closing Stores honor Adventure Reward Certificates (as defined in the Customer Programs Motion).

- ***Refunds and Exchanges.*** Merchandise sold in the Sales will be on a "final" basis and returns of such items will not be accepted at any of the Debtors' retail locations.

- ***Gift Cards.*** The Debtors will continue to accept the Debtors' validly-issued gift cards at Closing Stores for twenty-one days from the date of the Interim Order. Following such twenty-one-day period, the Debtors will no longer accept gift cards at such

[8] Contemporaneously herewith, the Debtors filed the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Maintain and Administer Their Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto And (II) Granting Related Relief* (the "Customer Programs Motion").

Closing Stores. Notwithstanding any policy or law to the contrary, the gift cards and related customer programs are not redeemable for cash at any time.

Basis for Relief

I. The Court Should Authorize the Assumption of the Agency Agreement.

31. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession, "subject to the court's approval, may assume or reject any executory contract or [unexpired] lease of the debtor." 11 U.S.C. § 365(a). The standard governing bankruptcy court approval of a debtor's decision to assume or reject an executory contract or unexpired lease is whether the debtor's reasonable business judgment supports assumption or rejection. *In re Nickels Midway Pier, LLC*, 341 B.R. 486, 493 (Bankr. D.N.J. 2006) (finding that "a bankruptcy court should defer to a debtor's decision that rejection of a contract would be advantageous unless the decision is so unreasonable that it could not be based on sound business judgment."); *see also In re HQ Glob. Holdings, Inc.*, 290 B.R. 507, 511 (Bankr. D. Del. 2003) (finding that debtor's decision to assume or reject an executory contract is governed by the business judgment standard and it can only be overturned if the decision was a product of bad faith, whim or caprice).

32. To satisfy the business judgment test, the Debtors must demonstrate that assumption of the Agency Agreement would benefit the estate. *See In re Network Access Sols., Corp.* 330 B.R. 67, 75 (Bankr. D. Del. 2005) ("The standard for approving the assumption of an executory contract is the business judgment rule." (citation omitted)). "A debtor's decision to reject [or assume] an executory contract must be summarily affirmed unless it is the product of 'bad faith, or whim or caprice.'" *In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001). Here, the Debtors have exercised their business judgment in determining to assume the Agency Agreement. By continuing the engagement of the Agent, the Debtors determined that they could capitalize on the knowledge of an agent already familiar with store liquidation and

closing sales to ultimately deliver the best results for the Debtors. Further, the Debtors believe that the terms set forth in the Agency Agreement are fair, reasonable, and the best path for the Sales. Moreover, the Agent has extensive expertise in conducting liquidation sales and will be able to oversee and implement the Sales in an efficient and cost-effective manner.

33. Courts hearing chapter 11 cases filed by retailers in this district have routinely approved the assumption and/or approval of similar consulting agreements. *See, e.g.*, *In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. July 10, 2025) (authorizing assumption of consulting agreement); *In re Sam Ash Music Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. June 5, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Jan. 29, 2024) (same); *In re DirectBuy Home Improvement, Inc.*, No. 23-19159 (SLM) (Bankr. D.N.J. Nov. 9, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 7, 2023) (same).[9]

34. The Debtors submit that they have exercised reasonable business judgment in engaging the Agent to conduct the Store Closings and Sales. Given the number of stores and the Agent's in-depth knowledge and expertise, as previously discussed, the Debtors, in their reasonable business judgment, believe the Agent is best positioned to conduct the Store Closings efficiently and effectively. If the Agency Agreement is not assumed on a final basis, the Store Closings and Sales would lose the benefit of the Agent's oversight and might be delayed or suspended entirely, leading to loss of additional liquidity and increased administrative expense. Accordingly, the Debtors request that the Court authorize their assumption of the Agency Agreement.

[9] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

II. The Debtors Have a Valid Business Justification for the Sales.

35. Section 363(b)(1) of the Bankruptcy Code, which governs asset sales outside of a debtor's ordinary course of business, provides that "the trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). When selling assets outside of the ordinary course of business, a debtor must articulate a valid business justification to obtain court approval. *See, e.g.*, *Myers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) (citation omitted); *In re Abbotts Dairies, Inc.,* 788 F.2d 143, 147-48 (3d Cir. 1986) (implicitly adopting the "sound business judgment" test of *Lionel Corp.*, and requiring good faith); *Comm, of Equity Sec. Holders* v. *Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070-71 (2d Cir. 1983); *In re Delaware & Hudson Ry, Co.*, 124 B.R. 169, 175-76 (D. Del. 1991) (concluding that the Third Circuit adopted the "sound business judgment" test in the *Abbotts Dairies* decision). When a debtor demonstrates a valid business justification for a decision, a strong presumption arises "that in making [the] business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company." *Official Comm, of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1990) (holding that the Delaware business judgment rule has "vitality by analogy" in chapter 11, especially where the debtor is a Delaware corporation).

36. In this district, store closing or liquidation sales are a routine occurrence in chapter 11 cases involving retail debtors, and courts have approved such sales. *See, e.g.*, *In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. July 10, 2025); *In re Sam Ash Music Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. June 5, 2024); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Jan. 29, 2024); *In re DirectBuy Home Improvement, Inc.*, No. 23-19159 (SLM)

(Bankr. D.N.J. Nov. 9, 2023); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 7, 2023).[10]

37. Sufficient business justification exists to approve the proposed Sales under section 363(b)(1). The Debtors, with the assistance of their advisors, have determined that the Sales represent the best alternative to maximize recoveries to the Debtors' estates with respect to the Store Closure Assets and provide the Debtors with much-needed liquidity while optimizing any remaining fleet of Stores for a going-concern sale, if applicable. There are meaningful amounts of Merchandise, in the aggregate, that will be monetized most efficiently and quickly through an orderly process conducted in consultation with the Agent. Further, the interruption of the Sales at any Closing Stores would diminish the recovery tied to monetization of the Store Closure Assets. Many of the Closing Stores fail to generate positive cash flow and therefore are a significant drain on liquidity. As such, the Debtors will realize an immediate benefit by liquidating the Store Closure Assets and terminating operations at the Closing Stores. Further, uninterrupted and orderly Sales will allow the Debtors to timely reject leases associated with the Closing Stores and, therefore, avoid the accrual of unnecessary administrative expenses for rent and related costs for postpetition operations. Suspension of the Sales until entry of the Final Order may cause the Debtors to incur claims for rent at many of these stores for another month, which would be a substantial and needless expense.

III. The Court Should Approve the Sale Guidelines.

38. The Court may authorize the Debtors to consummate the Sales in accordance with the Sale Guidelines pursuant to sections 105(a) and 363(b) of the Bankruptcy Code.

[10] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

Section 363(b)(1) of the Bankruptcy Code provides, in relevant part, that, "[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Further, section 105(a) of the Bankruptcy Code provides, in relevant part, that, "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a).

39. As discussed herein, pursuant to section 363(b) of the Bankruptcy Code, for the purpose of conducting the Store Closings, the Debtors need only to show a legitimate business justification for the proposed action. *See, e.g.*, *Martin*, 91 F.3d at 395 (citation omitted). Section 105(a) codifies a bankruptcy court's inherent equitable powers to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Under section 105(a), courts may authorize any action that is essential to the continued operation of a debtor's businesses. *See Just for Feet, Inc.*, 242 B.R. 821, 825-26 (D. Del. 1999) (authorizing the use of estate property when "necessary for the debtors' survival during chapter 11").

40. Instituting the Sale Guidelines represents a sound exercise of the Debtors' business judgment, is necessary to avoid immediate and irreparable harm to the Debtors' estates and is justified under sections 105(a) and 363(b) of the Bankruptcy Code. Prior to the Petition Date, the Debtors, with the assistance of their advisors, engaged in an extensive review of each of their stores to: (a) identify underperforming stores; (b) consider whether the store's performance can be improved by various initiatives, including through the negotiation of lease concessions with landlords; (c) determine which stores were candidates for downsizing; (d) assess the potential to consolidate certain stores within a reasonable proximity of one another; and (e) determine which stores should be closed promptly to eliminate their ongoing negative impact on the Debtors'

financial performance and to improve the Debtors' liquidity. This process resulted in the Debtors' decision to commence the Sales at the Closing Stores.

41. Further delay in consummating the Sales would diminish the recovery tied to monetization of the Store Closure Assets for a number of reasons, chief among them that the Closing Stores are a drain on liquidity. Thus, the Debtors will realize an immediate liquidity benefit upon the sale of the Store Closure Assets and the termination of operations at the Closing Stores. Further, the swift and orderly commencement of the Sales, as set forth in the Sale Guidelines, will allow the Debtors to timely reject the applicable store leases and therefore avoid the accrual of unnecessary administrative expenses for rent payment. Delaying the Sales may cause the Debtors to pay additional and unnecessary postpetition rent at many of these stores.

42. Courts in this district have routinely approved sale guidelines in chapter 11 cases and have granted retail debtors authority to implement such procedures. *See, e.g.*, *In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. July 10, 2025) (authorizing the debtors, pursuant to sections 105(a) and 363(b), to conduct store closing sales in accordance with court-approved sale guidelines); *In re Sam Ash Music Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. June 5, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Jan. 29, 2024) (same); *In re DirectBuy Home Improvement, Inc.*, No. 23-19159 (SLM) (Bankr. D.N.J. Nov. 9, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 7, 2023) (same).[11] As such, the Court should authorize the Store Closings and approve the Sale Guidelines as a reasonable exercise of the Debtors' business judgment.

[11] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

IV. The Court Should Approve the Sale of the Store Closure Assets Free and Clear of all Liens, Encumbrances, and Other Interests Under Section 363(f) of the Bankruptcy Code.

43. The Debtors request approval to sell the Store Closure Assets on a final "as is" basis, free and clear of any and all liens, claims, and encumbrances in accordance with section 363(f) of the Bankruptcy Code. A debtor in possession may sell property under sections 363(b) and 363(f) "free and clear of any interest in such property of an entity other than the estate" if any one of the following conditions is satisfied: (a) applicable non-bankruptcy law permits sale of such property free and clear of such interest; (b) such entity consents; (c) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property; (d) such interest is in bona fide dispute; or (e) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest. 11 U.S.C. § 363(f); *see also In re Trans World Airlines, Inc.*, 322 F.3d 283, 290 (3d Cir. 2003) ("[U]nder § 363(f), . . . a sale free and clear of any [interest in property] can occur if any one of five conditions has been satisfied."). Such requirements are disjunctive, meaning that the Debtors need satisfy only one to sell assets free and clear of lines, claims, and other encumbrances. Accordingly, the Debtors' "authority to sell free and clear is broad." *In re Trans World Airlines, Inc.*, No. 01-0056 (PJW), 2001 WL 1820325, at *3 (Bankr. D. Del. Mar. 27, 2001), *aff'd*, 322 F.3d 283 (3d Cir. 2003).

44. The Debtors anticipate that, to the extent there are liens on the Store Closure Assets, all holders of such liens (the "Store Closure Asset Lienholders") will consent to the Sales because they provide the most effective, efficient, and time-sensitive approach to realizing proceeds for, among other things, the repayment of amounts due to such parties. All liens on the Store Closure Assets sold under the Sales would attach to the remaining net proceeds of such sales with the same force, effect, and priority as such liens currently have on these assets, subject to the rights and

defenses, if any, of the Debtors and of any party-in-interest with respect thereto. Further, the Store Closure Asset Lienholders can be compelled to take a money satisfaction of such interest. Finally, all identified Store Closure Asset Lienholders have received sufficient notice and have been given sufficient opportunity to object to the relief requested.

45. Accordingly, the Debtors submit that the sale of the Store Closure Assets satisfies the statutory requirements of section 363(f) of the Bankruptcy Code and should therefore be free and clear of any liens, claims, encumbrances, and other interests.

V. The Court Should Waive Compliance with Applicable State Laws and Approve the Dispute Resolution Procedures.

46. The Debtors' ability to conduct the Sales in accordance with the U.S. Sale Guidelines and without complying with Applicable State Laws is critical to the Sales' success. Although the Debtors intend to comply with state and local health and safety laws and consumer protection laws in conducting the Sales, many Liquidation Sale Laws require special and cumbersome licenses, waiting periods, time limits, and other procedures for store closing, liquidation, or similar sales. Additionally, compliance with Fast Pay Laws would require the Debtors to pay terminated employees within a time frame that may be difficult given the facts and circumstances of these chapter 11 cases, if not impossible.

47. To eliminate the time, delay, expense, and value loss associated with the administrative procedures necessary to comply with the Applicable State Laws, while still adequately protecting the broad and varied interests of both landlords and applicable governmental agencies charged with enforcing any Liquidation Sale Laws that may apply to the Store Closings, the Interim Order and Final Order provide that the Sale Guidelines will supersede only those laws that would inhibit the value-maximizing disposition of Store Closing Assets without creating undue health and safety risks to the jurisdictions in which the Stores operate or to employees

assisting in the Store Closings. As such, the Debtors believe the Sale Guidelines mitigate any concerns that their landlords or governmental agencies may raise with respect to the Store Closings.

48. The Debtors submit that there is strong support for granting them the authority to not comply with the Liquidation Sale Laws, subject to the Sale Guidelines. ***First***, it is generally accepted that many state statutes and regulations provide that, if a liquidation or bankruptcy sale is court-authorized, a company need not comply with the Liquidation Sale Laws. *See, e.g.*, Ga. Code Ann. § 10-1-393(b)(24)(C)(iv) (exempting from the provisions of the chapter sales conducted pursuant to any court order); 815 ILCS 350/3 (same); La. Rev. Stat. Ann. § 51:43(1) (same); N.Y. Gen. Bus. Law § 584(a) (same); Or. Rev. Stat. Ann. § 646A.100(2)(b) ("'Going out of business sale' does not include a sale conducted by a bankruptcy trustee."); Tex. Bus. & Com. Code Ann. § 17.91(3) (exempting from subchapter sales conducted pursuant to court order). ***Second***, bankruptcy courts have consistently recognized, with limited exception, that federal bankruptcy law preempts state and local laws that contravene the underlying policies of the Bankruptcy Code. *See Belculfine v. Aloe (In re Shenango Group. Inc.)*, 186 B.R. 623, 628 (Bankr. W.D. Pa. 1995) ("Trustees and debtors-in-possession have unique fiduciary and legal obligations pursuant to the bankruptcy code. . . . [A] state statute . . . cannot place burdens on [a debtor] where the result would contradict the priorities established by the federal bankruptcy code."), *aff'd,* 112 F.3d 633 (3d Cir. 1997). ***Third***, this Court will be able to supervise the Store Closings because the Debtors and their assets are subject to this Court's exclusive jurisdiction. *See* 28 U.S.C. § 1334. As such, creditors and the public interest are adequately protected by notice of this Motion and the ongoing jurisdiction and supervision of the Court.

49. Further, while courts in some jurisdictions have found that preemption of state law is not appropriate if the laws deal with public health and safety, *see Baker & Drake. Inc. v. Pub. Serv. Comm'n of Nev. (In re Baker & Drake. Inc.)*, 35 F.3d 1348, 1353–54 (9th Cir. 1994) (holding that the Bankruptcy Code did not preempt state law prohibiting taxicab leasing that was promulgated in part as public safety measure) preemption is appropriate where, as is the case here, the only state laws involved concern economic regulation rather than the protection of public health and safety. *See In re Baker & Drake. Inc.*, 35 F.3d at 1353 (finding that "federal bankruptcy preemption is more likely . . . where a state statute is concerned with economic regulation rather than with protecting the public health and safety").

50. Under the circumstances of these chapter 11 cases, enforcing the strict requirements of the Liquidation Sale Laws and Fast Pay Laws would undermine the fundamental purpose of section 363(b) of the Bankruptcy Code by placing constraints on the Debtors' ability to maximize the value of estate assets for the benefit of creditors. Accordingly, authorizing the Sales without the delays and burdens associated with obtaining various state and local licenses, observing state and local waiting periods, time limits, or Fast Pay Laws, and/or satisfying any additional requirements with respect to advertising, sales, and similar items is necessary and appropriate. The Debtors do not seek a general waiver of all state and local law requirements; rather, they only seek a waiver of those requirements that apply specifically to retail liquidation sales. Moreover, the Debtors will comply with applicable public health and safety laws, and applicable tax, labor, employment, environmental, and consumer protection laws, including consumer laws regulating deceptive practices and false advertising. However, compliance with Fast Pay Laws may be burdensome or impossible given the number of employees who will terminated during the Store Closings and accordingly a waiver of compliance with the applicable Fast Pay Laws, to the extent

the Debtors' payroll systems limit their ability to comply with the same, is appropriate and should therefore be approved. Finally, the Dispute Resolution Procedures provide an ordered means for resolving any disputes arising between the Debtors and any Governmental Units with respect to the applicability of any Liquidation Sale Laws and should therefore be approved.

51. Further, courts in this district have recognized that the Bankruptcy Code preempts certain state laws and have granted relief similar to the relief requested herein. *See, e.g., In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. July 10, 2025) (authorizing debtors to conduct store closing sales under the terms of the order and finding that "no further approval, license, or permit of any Governmental Unit shall be required"); *In re Sam Ash Music Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. June 5, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Jan. 29, 2024) (same); *In re DirectBuy Home Improvement, Inc.*, No. 23-19159 (SLM) (Bankr. D.N.J. Nov. 9, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 7, 2023) (same).[12]

52. Courts have also granted similar relief from Fast Pay Laws in other bankruptcy cases under similar circumstances. *See, e.g.*, *In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. July 10, 2025) (granting relief from federal, state, or local laws including "any fast pay laws" in connection with store closing sales); *In re Sam Ash Music Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. June 5, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Jan. 29, 2024) (same); *In re DirectBuy Home Improvement, Inc.*, No. 23-19159 (SLM) (Bankr. D.N.J. Dec. 22, 2023) (same) *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 7, 2023) (same); *In re RTW Retailwinds*, *Inc.*, No. 20-18445 (JKS) (Bankr. D.N.J.

[12] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

Aug. 8, 2020) (granting relief from "any state or local law requiring that the Debtors pay an employee substantially contemporaneously with his or her termination").[13]

VI. The Court Should Waive Compliance with Restrictions in the Debtors' Leases.

53. Certain of the Debtors' leases governing the premises of the stores subject to the Store Closings may contain provisions purporting to restrict or prohibit the Debtors from conducting store closing, liquidation, or similar sales. Such provisions have been held to be unenforceable in chapter 11 cases as they constitute an impermissible restraint on a debtor's ability to properly administer its reorganization case and maximize the value of its assets under section 363 of the Bankruptcy Code. *See In re Ames Dep't Stores, Inc.*, 136 B.R. 357, 359 (Bankr. S.D.N.Y. 1992) (deciding that enforcement of such lease restrictions would "contravene overriding federal policy requiring [the debtor] to maximize estate assets. . ."); *In re R.H. Macy and Co., Inc.*, 170 B.R. 69, 73–74 (Bankr. S.D.N.Y. 1994) (holding that the lessor could not recover damages for breach of a covenant to remain open throughout the lease term, because the debtor had a duty to maximize the value to the estate and the debtor fulfilled this obligation by holding a store closing sale and closing the store); *In re Tobago Bay Trading Co.*, 112 B.R. 463, 467–68 (Bankr. N.D. Ga. 1990) (finding that a debtor's efforts to reorganize would be significantly impaired to the detriment of creditors if lease provisions prohibiting a debtor from liquidating its inventory were enforced); *In re Lisbon Shops, Inc.*, 24 B.R. 693, 695 (Bankr. E.D. Mo. 1982) (holding restrictive lease provision unenforceable in chapter 11 case where the debtor sought to conduct a liquidation sale).

[13] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

54. Courts in this district have entered orders overriding restrictive lease provisions affecting store liquidation sales in chapter 11 cases. *See, e.g., In re New Rite Aid, LLC*, No. 25- 14861 (MBK) (Bankr. D.N.J. July 10, 2025) (ordering that restrictive lease provisions shall not be enforceable in conjunction with store closings); *In re Sam Ash Music Corp.*, No. 24- 14727 (SLM) (Bankr. D.N.J. June 5, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Jan. 29, 2024) (same); *In re DirectBuy Home Improvement, Inc.*, No. 23-19159 (SLM) (Bankr. D.N.J. Nov. 9, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 7, 2023) (same).[14]

55. Thus, to the extent that such provisions or restrictions exist in any of the leases of the stores subject to the Store Closings, the Debtors request that the Court authorize the Debtors and the Agent to conduct any liquidation sales without interference by any landlords or other persons affected, directly or indirectly, by the liquidation sales.

VII. The Court Should Approve the Abandonment of Certain Property in Connection with the Sales.

56. After notice and a hearing, a debtor "may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a); *see also Hanover Ins. Co. v. Tyco Indus., Inc.*, 500 F.2d 654, 657 (3d Cir. 1974) (stating that a trustee "may abandon his claim to any asset, including a cause of action, he deems less valuable than the cost of asserting that claim").

57. The Debtors are seeking to sell all owned FF&E remaining in the Closing Stores. However, the Debtors may determine that the costs associated with holding, transferring, or selling certain property or FF&E exceeds the proceeds that will be realized upon its sale, or that such

[14] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

property is not sellable at all. In such event, the property is of inconsequential value and benefit to the estates and/or may be burdensome to retain. To maximize the value of the Debtors' assets and to minimize the costs to the estates, the Debtors request authority to abandon any of their remaining FF&E, or other property, located at any of the Closing Stores without incurring liability to any person, or entity. The Debtors further request that the landlord of each Closing Store with any abandoned FF&E, or other property, be authorized to dispose of such property without liability to any third parties.

58. Notwithstanding the foregoing, the Debtors will utilize all commercially reasonable efforts to remove, or cause to be removed, any PII in any of the Debtors' hardware, software, computers, or cash registers, or similar equipment that are to be sold or abandoned.

59. Courts in this district have granted the abandonment of certain property following chapter 11 liquidation sales for retail debtors. *See, e.g.*, *In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. July 10, 2025) (permitting abandonment of property, according to the sale procedures, without any debtor or consultant liability related thereto); *In re Sam Ash Music Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. June 5, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Jan. 29, 2024) (same); *In re DirectBuy Home Improvement, Inc.*, No. 23-19159 (SLM) (Bankr. D.N.J. Nov. 9, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 7, 2023) (same).[15]

VIII. The Proposed Modifications to the Debtors' Customer Programs are Appropriate.

60. Prepetition claims, such as gift card obligations, cannot ordinarily be paid without Court authority. However, the Court may authorize payment of prepetition claims in appropriate

[15] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

circumstances, pursuant to section 105(a) of the Bankruptcy Code. As previously discussed, section 105(a) codifies the Court's inherent equitable powers to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." This "doctrine of necessity" functions in a chapter 11 case as a mechanism by which the bankruptcy court can exercise its equitable power to allow for modifications of customer programs not explicitly authorized by the Bankruptcy Code and further supports the relief requested herein. *See In re Lehigh & New Eng. Ry.*, 657 F.2d 570, 581 (3d Cir. 1981) (holding that a court may authorize payment of prepetition claims if such payment is essential to debtor's continued operation); *Just for Feet*, 242 B.R. at 824–25 (holding that section 105(a) of the Bankruptcy Code "provides a statutory basis for payment of prepetition claims" under the doctrine of necessity).

61. Accordingly, the Court has authority to authorize the Debtors to modify the Closing Store Customer Policies pursuant to sections 363(b) and 105(a) of the Bankruptcy Code. The Store Closings necessitate that the Closing Store Customer Policies must be modified to provide finality and support efficient Store Closings. While the Debtors' customer programs are value-maximizing in the ordinary course of the Debtors' business because they drive repeat business and brand loyalty, stores that are going out of business are substantially less likely to benefit from such customer goodwill. Accordingly, the Debtors' business judgment is that value will be maximized by restricting certain customer programs in connection with the Store Closings, including requiring non-refundable cash purchases. On the other hand, the grace period between entry of the Interim Order and the date after which certain customer programs shall be modified pursuant to the Closing Store Customer Policies affords customers ample opportunity to use any gift cards, gift certificates, or Adventure Rewards benefits at the Closing Stores (namely for the first twenty-one days following entry of the Interim Order). Modifying the customer programs pursuant to the Closing

Store Customer Policies is therefore appropriate and a reasonable exercise of the Debtors' business judgment. The Debtors submit that the notice provided through this Motion is adequate and proper under the circumstances. Similar relief has been granted in recent retail bankruptcy cases. *See, e.g.*, *In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. July 10, 2025) (approving a notice period of thirty days after the Interim Order prior to suspending the customer programs); *In re Sam Ash Music Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. June 5, 2024) (approving a notice period of thirty days after the Final Order); *In re DirectBuy Home Improvement, Inc.*, No. 23-19159 (SLM) (Bankr. D.N.J. Nov. 9, 2023) (approving a notice period of twenty-one days after the Final Order); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. April 25, 2023) (approving a notice period of fourteen days from the Interim Order to use gift certificates, gift cards, and loyalty certificates); *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. May 18, 2023) (approving a notice period of thirty days after the Interim Order).[16]

Waiver of Bankruptcy Rules 6004(a) and 6004(h)

62. The Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the fourteen-day stay period under Bankruptcy Rule 6004(h).

The Processing of Checks and Electronic Fund Transfers Should Be Authorized

63. The Debtors will have sufficient funds to pay the amounts described herein in the ordinary course of business by virtue of expected cash flows from ongoing business operations. Under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief

[16] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

requested herein. Accordingly, the Debtors do not believe that checks or wire transfer requests that are unrelated to authorized payments will be honored inadvertently. Therefore, the Debtors request that the Court authorize all applicable financial institutions, when the Debtors request, to receive, process, honor, and pay checks or wire transfer requests in respect of the relief requested herein.

Reservation of Rights

64. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease (with the exception of the Agency Agreement) pursuant to section 365 of the Bankruptcy Code or otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien (contractual, common law, statutory, or otherwise) on, security interest in, or other encumbrance on property of the Debtors' estates and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (g) a waiver or limitation of the Debtors' or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof of claim.

No Prior Request

65. No prior request for the relief sought in this Motion has been made to this Court or any other court.

Modification of Bankruptcy Rule 2002(a)(2)

66. The Debtors request that the Court, for cause, modify the service requirements set forth in Bankruptcy Rule 2002(a)(2) to limit service of this Motion only to the core service list and affected creditors. In light of the breadth and complexity of the Debtors' business, serving the Motion on all creditors, even those that are unaffected by the relief sought herein, would cause unnecessary confusion and expense to the detriment of all stakeholders. Accordingly, sufficient cause exists under Bankruptcy Rule 2002(a)(2) to modify the service requirements for this Motion.

Notice

67. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the U.S. Trustee for the District of New Jersey; (b) the holders of the thirty largest unsecured claims against the Debtors (on a consolidated basis); (c) the state attorneys general for the states in which the Debtors conduct business; (d) the United States Attorney's Office for the District of New Jersey; (e) the Internal Revenue Service; (f) Otterbourg P.C., counsel to the Prepetition ABL Administrative Agent; (g) Ropes & Gray LLP, counsel to the Consenting Prepetition Term Loan Agent; (h) Choate, Hall & Stewart LLP, counsel to the Prepetition Subordinated Loan Agent; (i) landlords for the Closing Stores; (j) the Store Closure Asset Lienholders; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors request that the Court enter the Interim Order and the Final Order granting the relief requested herein and such other relief the Court deems appropriate under the circumstances.

Dated: February 9, 2026

/s/ Michael D. Sirota

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

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

APPLICATION OF EDDIE BAUER LLC UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, 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 II)
(Recognition of Foreign Orders, returnable March 20, 2026)

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