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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]	(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

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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.

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[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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Exhibit A

Proposed Interim 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: EDDIE BAUER LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11422 (SLM) (Joint Administration 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.

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TOASSUME THE AGENCY AGREEMENT; (II) AUTHORIZING AND APPROVING THE CONDUCT OF STORE CLOSING SALES AND THE RELATED SALE GUIDELINES, WITH SUCH SALES TO BE FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES; (III) MODIFYING CUSTOMER PROGRAMS AT THE CLOSING STORES; AND (IV) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through twenty-nine (29), is **ORDERED**.

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

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

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 FOUND AND DETERMINED THAT**:

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

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

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

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

E. The relief set forth herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates, and the Debtors have demonstrated good, sufficient and sound business purposes and justifications for the relief approved herein.

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

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

H. The entry of this Interim Order is in the best interests of the Debtors and their estates, creditors, and interest holders and all other parties in interest herein; and now therefore it is hereby **ORDERED THAT**:

1. The Motion is **GRANTED** on an interim basis as set forth herein.

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

3. The final hearing on the Motion will be held on **_____, 2026, at ___:___ _.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) 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); (c) 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 (d) if any statutory committee has been appointed in these chapter 11 cases, counsel to such committee on or before _____, **2026, at ___:___ _.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. To the extent of any conflict between this Interim Order, the Sale Guidelines, and the Agency Agreement, the terms of this Interim Order shall control over all other documents, and the Sale Guidelines shall control over the Agency Agreement.

I. Authority to Assume the Agency Agreement.

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

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

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

7. The Agency Agreement and related documents may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court, so long as any such modifications, amendments, or supplements are not materially adverse to the Debtors or their estates; *provided* that (a) the Debtors shall provide five calendar days' advance notice of any contemplated material modification(s) (which may be via email) to the U.S. Trustee, counsel to any statutory committees appointed in these chapter 11 cases, and counsel to any party that has requested such notice. If a Party timely objects to a proposed material modification and cannot be consensually resolved, the Agency Agreement shall not proceed with such modification absent a further order of the Court approving such modification. The Debtors

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

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

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

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

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

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

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

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

13. The Sale Guidelines are approved in their entirety on an interim basis.

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

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

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

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

III. Conduct of the Sales.

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

18. In accordance with the Agency Agreement, the Agent is authorized, at the Agent's sole cost and expense, to supplement the Merchandise in the Closing Stores with Additional Agent Goods, provided that any such supplementing with Additional Agent Goods must be of like kind,

in the Debtors' sole discretion maintain the overall merchandising brand image of the Debtors, and are of no lesser quality than the Merchandise in the Sales.

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

proceeds from the sale of Additional Agent Goods to the Agent, net of any fee payable to the Debtors pursuant to the Agency Agreement.

20. Except as expressly provided in the Agency Agreement and the Sale Guidelines, the sale of the Merchandise and FF&E shall be conducted by the Debtors and the Agent notwithstanding any restrictive provision of any lease, sublease, restrictive covenant, or other agreement relative to occupancy affecting or purporting to restrict the conduct of the Store Closings or the Sales (including the sale of the Merchandise and FF&E), the rejection of leases, abandonment of assets, or "going dark" provisions shall not be enforceable in conjunction with the Store Closings or the Sales. Breach of any such provisions in these chapter 11 cases in conjunction with the Store Closings or the Sales shall not constitute a default under a lease or provide a basis to terminate the lease; *provided* that the Store Closings and Sales are conducted in accordance with the terms of this Interim Order, any Side Letter, and the Sale Guidelines. The Debtors and/or Agent and landlords of the Closing Stores are authorized to enter into agreements ("Side Letters") between themselves modifying the Sale Guidelines without further order of the Court, and such Side Letters shall be binding as among the Debtors, the Agent, and any such landlords, *provided* that nothing in such Side Letters contravenes the provisions of this Interim Order. In the event of any conflict between the Sale Guidelines, the Agency Agreement, and any Side Letter, the terms of such Side Letter shall control.

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

22. Except as expressly provided for herein or in the Sale Guidelines, no person or entity, including, but not limited to, any landlord, licensor, service providers, utilities, or creditors, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the Sales or the sale of Merchandise or FF&E, or the advertising and promotion (including the posting of signs and exterior banners or the use of sign-walkers) of such sales, and all such parties and persons of every nature and description, including, but not limited to, any landlord, licensor, service providers, utilities, and creditors and all those acting for or on behalf of such parties, are prohibited and enjoined from (a) interfering in any way with, obstructing, or otherwise impeding, the conduct of the Store Closings, and/or (b) instituting any action or proceeding in any court (other than in the Court or Canadian Court, as applicable) or administrative body seeking an order or judgment against, among others, the Debtors, the Agent, or the landlords at the closing locations that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Sales or sale of the Merchandise or FF&E or other liquidation sales at the closing locations and/or seek to recover damages for breach(es) of covenants or provisions in any lease, sublease, license, or contract based upon any relief authorized herein.

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

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

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

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

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

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

not limit the Agent's use of the Debtors' customer lists and mailing lists in accordance with the Agency Agreement solely for purposes of advertising and promoting the Sales.

29. The Debtors shall remove or cause to be removed any confidential information and/or PII in any of the Debtors' hardware, software, computers or cash registers or similar equipment which are to be sold or abandoned so as to render the PII unreadable or undecipherable. At the conclusion of the Sales, the Agent shall provide the Debtors with written verification that the Agent has not removed, copied, or transferred any customer PII and that any records containing PII were shredded, erased or otherwise modified to render the PII unreadable or undecipherable.

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

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

IV. Closing Store Customer Policies.

32. The Debtors will continue to honor Rewards Points on account of the Debtors' Adventure Rewards Program for twenty-one days from the date of this 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).

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

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

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

V. Dispute Resolution Procedures with Governmental Units.

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

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

applicable. Nothing in this Interim Order shall be deemed to have made any rulings on any such issues.

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

i. Provided that the Sales are conducted in accordance with this Interim Order, any Final Order, and the Sale Guidelines, the Debtors, the Agent, and the Debtors' landlords shall be deemed to be in compliance with any requirements of all county, parish, or municipal or other local government (hereinafter referred to as "Local") and state Liquidation Sale Laws establishing licensing or permitting requirements, waiting periods or time limits, or bulk sale restrictions that would otherwise apply to the Sales and sales of the Store Closure Assets of any state or local Governmental Unit (as defined in section 101(27) of the Bankruptcy Code); *provided*, that the term "Liquidation Sale Laws" shall be deemed not to include any public health or safety laws of any state (collectively, the "Safety Laws"), and the Debtors and the

Agent shall continue to be required to comply, as applicable, with such Safety Laws and laws of general applicability, including, without limitation, Safety Laws, criminal, tax (including, but not limited to the collection of Sales Taxes), labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including consumer laws regulating deceptive practices and false advertising, consumer protection, the sale of gift certificates, layaway programs, return of goods, express or implied warranties of goods, and "weights and measure" regulation and monitoring (collectively "General Laws"), subject to any applicable provision of the Bankruptcy Code and federal law, and nothing in this Interim Order shall be deemed to bar Governmental Units (as defined in section 101(27) of the Bankruptcy Code) or public officials from enforcing Safety Laws or General Laws.

ii. Within five business days after entry of this Interim Order, the Debtors will serve by first-class mail, copies of this 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 (other than the Canadian Closing Stores) as of the date of service (collectively, the "Dispute Notice Parties").

iii. To the extent that there is a dispute arising from or relating to the Sales, this Interim Order, the Agency Agreement, or the U.S. Sale Guidelines, which dispute relates to any Liquidation Sale Laws (a "Reserved Dispute"), the Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any time within ten (10) days following entry of this 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); (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 (a) that the provisions of any Liquidation Sale Laws are preempted by the Bankruptcy Code, or (b) that neither the terms of the Interim Order or the Final Order nor the conduct of the Debtors pursuant to the Interim Order or the Final Order, violates such Liquidation Sale Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of the Interim Order or the Final Order, or to limit or interfere with the Debtors' or the Agent's ability to conduct, or to continue to conduct, the Sales pursuant to the Interim Order or the Final Order, as applicable, absent further order of the Court. Upon the entry of the Interim or the Final Order, the Debtors and the Agent shall be authorized to conduct the Sales pursuant to the terms of the Interim Order or the Final Order, the Agency Agreement, and the U.S. Sale Guidelines (as may be modified by any Side Letters) and to take all actions reasonably related thereto or arising in connection therewith. Any Governmental Unit will be entitled to assert any jurisdictional, procedural, or substantive arguments it wishes with respect to the requirements of its Liquidation Sale Laws or the lack of any preemption of such Liquidation Sale Laws by the Bankruptcy Code. Nothing in the Interim Order or the Final Order will constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.

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

38. Subject to the foregoing, every federal, state, or local agency, departmental, or Governmental Unit with regulatory authority over the Sales and all newspapers and other advertising media in which the Sales are advertised shall consider this Interim Order as binding authority that no further approval, license, or permit of any Governmental Unit shall be required, nor shall the Debtors or the Agent be required to post any bond, to conduct the Sales.

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

VI. Other Provisions.

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

41. Not later than seven days prior to the objection deadline related to entry of an order approving the Motion on a final basis, the Agent shall file a declaration disclosing connections to the Debtors, their creditors, and other parties in interest in these chapter 11 cases, and the Debtors shall serve the same on the U.S. Trustee, counsel to any statutory committees appointed in these cases, and all parties who have filed requests for service under Bankruptcy Rule 2002, by e-mail, or if the e-mail address is not available to the Debtors, then by first class mail.

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

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

44. The Debtors are authorized and permitted to transfer to the Agent PII in the Debtors' custody and control solely for the purposes of assisting with and conducting the Sale and

only to the extent necessary for such purposes, *provided* that the Debtors, with the assistance of the Agent, remove such PII from the FF&E prior to any abandonment of the same.

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

46. Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this 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 (with the exception of the Agency Agreement) pursuant to section 365 of the Bankruptcy Code or otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof of claim. Nothing contained in this 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.

47. On a confidential basis and for "professional's eyes only" and upon the written (including email) request of the U.S. Trustee (which request has been made), the Prepetition Lenders, any statutory committee appointed in these chapter 11 cases, or the Canadian Court-appointed information officer (if any) the Debtors shall provide such requesting party copies of periodic reports on a monthly basis concerning the Sales and Store Closings that are prepared by the Debtors or their professionals or the Agent; *provided*, however, that the foregoing shall not require the Debtors, their professionals, or the Agent to prepare or undertake to prepare any additional or new reporting not otherwise being prepared by the Debtors, their professionals or the Agent in connection with the Sales and Store Closings. Within thirty calendar days after the date of completion of all Store Closings and Sales, the Debtors shall (a) file a summary report of the store closing process with the Court that will include: (i) a list of all Store Closings; (ii) the Debtors'

gross revenue from all Store Closing Sales; and (iii) the total fees paid and expenses reimbursed to the Agent under the Agency Agreement, and (b) file with the Court and serve on the U.S. Trustee, any statutory committees appointed in these cases, and any other party in interest who may so request, a report showing payment of each of the Agent's fees, setting forth detail and information regarding the calculation of such fees paid to the Agent and expenses reimbursed to the Agent. The U.S. Trustee shall have twenty calendar days after the date on which such report is filed to object solely as to the reasonableness of the compensation paid or expenses reimbursed to the Agent. To the extent an objection is filed by the U.S. Trustee and cannot be resolved, the parties shall coordinate to have the objection to the Agent's compensation brought before the Court at the next scheduled omnibus hearing or such other date and time as shall be agreed by the parties.

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

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

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

50. 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.

51. 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 Interim Order.

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

53. 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.

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

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

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

57. The Debtors shall serve by e-mail (if available) or by regular mail (if e-mail is unavailable) a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Bankruptcy Local Rule 9013-5(f) within two business days after the entry of this Interim Order.

58. Any party may move for modification of this Interim Order in accordance with Bankruptcy Local Rule 9013-5(e).

59. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order or the Agency Agreement, including, but not limited to: (a) any claim or issue relating to any efforts by any party

or person to prohibit, restrict or in any way limit banner and sign-walker advertising, including with respect to any allegations that such advertising is not being conducted in a safe, professional, and non-deceptive manner; (b) any claim of the Debtors, the landlords and/or the Agent for protection from interference with the Store Closings or Sales; (c) any other disputes related to the Store Closings or Sales; and (d) protecting the Debtors and/or the Agent against any assertions of any liens, claims, encumbrances, and other interests; *provided* that, notwithstanding the foregoing and subject to recognition of this Interim Order by the Canadian Court in the Canadian Proceedings, the Canadian Court shall retain jurisdiction with regard to all issues or disputes in respect of the Sale at the Canadian Closing Stores. No such parties or person shall take any action against the Debtors, the Agent, the landlords, the Store Closings, or the Sales until this Court or the Canadian Court, as applicable, has resolved such dispute. This Court shall hear the request of such parties or persons with respect to any such disputes on an expedited basis, as may be appropriate under the circumstances.

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Exhibit 1

Agency Agreement

Hilco Merchant Resources

SB360 CAPITAL PARTNERS
A SCHOTTENSTEIN AFFILIATE

January 29, 2026

VIA EMAIL

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

Re: **Letter Agreement Governing Inventory Disposition**

Dear Dawn:

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

A. Merchandise

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

B. Sale Term, Expenses and Sale Advance

(i) Sale Term

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

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

(i) Expenses and Sale Advance

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

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

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

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

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

C. Project Management

(i) Agent's Undertakings

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

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

(ii) Merchant's Undertakings

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

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

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

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

D. The Sale

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

E. Agent Fee and Expenses in Connection with the Sale

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

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

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

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

For purposes of the Additional Incentive Compensation:

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

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

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

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

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

F. Indemnification

(i) Merchant's Indemnification

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

(ii) Agent's Indemnification

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

G. Insurance

(i) Merchant's Insurance Obligations

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

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

(ii) Agent's Insurance Obligations

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

H. Representations, Warranties, Covenants and Agreements

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

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

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

I. Furniture, Fixtures and Equipment

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

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

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

J. Termination

The following shall constitute "Termination Events" hereunder:

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

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

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

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

K. Notices

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

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

L. Independent Consultant

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

M. Non-Assignment

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

N. Severability

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

O. Bankruptcy

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

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

P. Additional Agent Goods

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

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

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

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

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

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

Q. Governing Law, Venue, Jurisdiction and Jury Waiver

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

R. Entire Agreement

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

S. Execution

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

* * *

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

Very truly yours,

HILCO MERCHANT RESOURCES, LLC

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

SB360 CAPITAL PARTNERS, LLC

_____
By: Aaron S. Miller
Its: President

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

EDDIE BAUER, LLC

Signed by:
Dawn Wolverton
8EDDB927ED7C4AF...
By: Dawn Wolverton
Its: Secretary

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

Very truly yours,

HILCO MERCHANT RESOURCES, LLC

T. Kellan Grant

By: T. Kellan Grant
Its: EVP Commercial Counsel

SB360 CAPITAL PARTNERS, LLC

By: Aaron S. Miller
Its: President

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

EDDIE BAUER, LLC

Signed by:
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Very truly yours,

HILCO MERCHANT RESOURCES, LLC

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

SB360 CAPITAL PARTNERS, LLC

_____
By: Aaron S. Miller
Its: President

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

EDDIE BAUER, LLC

_____
By: Keith Melker
Its: Chief Financial Officer

EXHIBIT A

Store List

Eddie Bauer

Exhibit A

Full Store List

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

Eddie Bauer

Exhibit A

Full Store List

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

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Exhibit A

Full Store List

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

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Full Store List

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

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Exhibit A

Full Store List

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

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Exhibit A

Full Store List

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

EXHIBIT A-1

Initial Store List

Eddie Bauer

Exhibit A-1

Initial Store List

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

Eddie Bauer

Exhibit A-1

Initial Store List

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

Exhibit B

Expense Budget

Eddie Bauer

Exhibit B

Initial Store Expense Budget (1)

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

Notes:

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

Exhibit 2-A

U.S. Sale Guidelines

U.S. Sale Guidelines[1]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>If to Agent:</u>

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

-and-

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

with copies (which shall not constitute notice) to:

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

If to Merchant:

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

with copies (which shall not constitute notice) to:

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

- and -

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

Exhibit 2-B

Canadian Sale Guidelines

CANADIAN SALE GUIDELINES

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

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

1. Except as otherwise express set out herein, and subject to: (i) the Interim Order and Final Order of the Bankruptcy Court made in the cases commenced by the Debtors under the Bankruptcy Code (the "**Chapter 11 Cases**") authorizing, among other things, the Debtors to assume that certain Agency Agreement dated as of January 29, 2026 (as amended from time to time, the "**Agency Agreement**"), by and between **Eddie Bauer LLC and certain of its affiliates (**collectively, and as applicable, the "**Merchant**") and **Hilco Merchant Solutions, LLC and SB360 Capital Partners, LLC** (collectively, the "**Agent**") and the transactions contemplated thereunder (collectively, the Interim Order and the Final Order, as applicable, the "**U.S. Store Closing Order**"), (ii) the Orders of the Canadian Court recognizing and giving full force and effect to the U.S. Store Closing Order in Canada, subject to the terms of such Orders, pursuant to section 49 of the CCAA (such recognition proceedings under the CCAA, the "**CCAA Proceedings**"), (iii) further Order of the Bankruptcy Court or the Canadian Court or recognition of a further Order of the Bankruptcy Court by the Canadian Court, as applicable, (iv) any subsequent written agreement or Side Letter between the Merchant and its applicable landlord(s) (individually, a "**Landlord**" and, collectively, the "**Landlords**") and approved by the Agent, the Sales shall be conducted in accordance with the terms of the applicable leases or other occupancy agreements for each of the affected Stores (individually, a "**Lease**" and, collectively, the "**Leases**"). However, nothing contained herein shall be construed so as to create or impose upon the Merchant or the Agent any additional restrictions not contained in the applicable Lease.

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

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

Merchant as required pursuant to the Chapter 11 Cases or, in respect of any individual Store, as may otherwise be agreed by the Merchant and the applicable Landlord.

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

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

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

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

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

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

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

10. Subject to the terms of paragraph 9 above, the Agent may also sell existing furniture, fixtures and equipment owned by the Merchant and located in the Stores that are (i) fully owned by the Merchant; (ii) owned jointly by the Merchant and one or more third-party vendors of the Merchant, as directed by Merchant with the consent of the Information Officer, if any, and agreed to by such third-parties; or (iii) fully owned by a third party if agreed to by such third-party and the Merchant with the consent of the Information Officer, if any, during the Sales and the FF&E Removal Period, if any, (collectively, the "**FF&E**").

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

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

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

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

of such Lease or Store, provided that nothing herein shall relieve such Landlord of any obligation to mitigate any damages claimed in connection therewith.

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

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

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

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

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

Exhibit B

Proposed Final Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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

In re: EDDIE BAUER LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11422 (SLM) (Joint Administration 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 TOASSUME THE AGENCY AGREEMENT; (II) AUTHORIZING AND APPROVING THE CONDUCT OF STORE CLOSING SALES AND THE RELATED SALE GUIDELINES, WITH SUCH SALES TO BE FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES; (III) MODIFYING CUSTOMER PROGRAMS AT THE CLOSING STORES, AND (IV) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through twenty-eight (28), 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 assume and perform under the Agency Agreement; (b) authorizing and approving the conduct of the store closings or similar themed sales at the Closing Stores pursuant to the procedures set forth in the Motion, with such sales to be free and clear of all liens, claims, and encumbrances pursuant to section 363(f) of the Bankruptcy Code, in accordance with the terms of the Sale Guidelines; (c) approving modifications to certain customer programs at the Closing Stores, including the acceptance of gift cards; and (d) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing

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

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

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

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

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

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

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

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

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

H. The entry of this Final Order is in the best interests of the Debtors and their estates, creditors, and interest holders and all other parties in interest herein; and now therefore it is hereby **ORDERED THAT**:

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

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

3. The Debtors are authorized and empowered to take any and all further actions as may be reasonably necessary or appropriate to give effect to this Final Order.

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

I. Authority to Assume the Agency Agreement.

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

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

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

7. The Agency Agreement and related documents may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court, so long as any such modifications, amendments, or supplements are not materially adverse to the Debtors or their estates; *provided* that (a) the Debtors shall provide five calendar days' advance notice of any contemplated material modification(s) (which may be via email) to the U.S. Trustee, counsel to any statutory committees appointed in these chapter 11 cases, and counsel to any party that has requested such notice. If a Party timely objects to a proposed material modification and cannot be consensually resolved, the Agency Agreement shall not proceed with such modification absent a further order of the Court approving such modification. The Debtors

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Conduct of the Sales.

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

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

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

20. Except as expressly provided in the Agency Agreement and the Sale Guidelines, the sale of the Merchandise and FF&E shall be conducted by the Debtors and the Agent notwithstanding any restrictive provision of any lease, sublease, restrictive covenant, or other agreement relative to occupancy affecting or purporting to restrict the conduct of the Store Closings or the Sales (including the sale of the Merchandise and FF&E), the rejection of leases, abandonment of assets, or "going dark" provisions shall not be enforceable in conjunction with the Store Closings or the Sales. Breach of any such provisions in these chapter 11 cases in conjunction with the Store Closings or the Sales shall not constitute a default under a lease or provide a basis to terminate the lease; *provided* that the Store Closings and Sales are conducted in accordance with the terms of this Final Order, any Side Letter, and the Sale Guidelines. The Debtors and/or Agent and landlords of the Closing Stores are authorized to enter into agreements ("Side Letters") between themselves modifying the Sale Guidelines without further order of the Court, and such Side Letters shall be binding as among the Debtors, the Agent, and any such landlords, provided that nothing in such Side Letters contravenes the provisions of this Final Order.

In the event of any conflict between the Sale Guidelines, the Agency Agreement, and any Side Letter, the terms of such Side Letter shall control.

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

22. Except as expressly provided for herein or in the Sale Guidelines, no person or entity, including, but not limited to, any landlord, licensor, service providers, utilities, or creditors, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the Sales or the sale of Merchandise or FF&E, or the advertising and promotion (including the posting of signs and exterior banners or the use of sign-walkers) of such sales, and all such parties and persons of every nature and description, including, but not limited to, any landlord, licensor, service providers, utilities, and creditors and all those acting for or on behalf of such parties, are prohibited and enjoined from (a) interfering in any way with, obstructing, or otherwise impeding, the conduct of the Store Closings, and/or (b) instituting any action or proceeding in any court (other than in the Court or Canadian Court, as applicable) or administrative body seeking an order or judgment against, among others, the Debtors, the Agent, or the landlords at the closing locations that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Sales or sale of the Merchandise or FF&E or other liquidation sales at the closing locations and/or seek to recover damages for breach(es) of

covenants or provisions in any lease, sublease, license, or contract based upon any relief authorized herein.

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

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

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

and the Sale Guidelines. Any abandonment of such FF&E or other property will be in accordance with the Rejection Procedures.

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

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

28. Neither the Sale Guidelines, Agency Agreement, nor this Final Order authorize the Debtors to transfer or sell to the Agent or any other party the personal identifying information (which means information that alone or in conjunction with other information identifies an individual, including but not limited to an individual's first name (or initial) and last name, physical address, electronic address, telephone number, social security number, date of birth, government-issued identification number, account number and credit or debit card number) ("PII") of any

customers unless such sale or transfer is permitted by the Debtors' privacy policy and state, provincial or federal privacy and/or identity theft prevention laws and rules. The foregoing shall not limit the Agent's use of the Debtors' customer lists and mailing lists in accordance with the Agency Agreement solely for purposes of advertising and promoting the Sales.

29. The Debtors shall remove or cause to be removed any confidential information and/or PII in any of the Debtors' hardware, software, computers or cash registers or similar equipment which are to be sold or abandoned so as to render the PII unreadable or undecipherable. At the conclusion of the Sales, the Agent shall provide the Debtors with written verification that the Agent has not removed, copied, or transferred any customer PII and that any records containing PII were shredded, erased or otherwise modified to render the PII unreadable or undecipherable.

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

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

IV. Closing Store Customer Policies.

32. 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).

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

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

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

V. Dispute Resolution Procedures with Governmental Units.

36. Nothing in this Final Order, the Agency Agreement, the Sale Guidelines, or any Side Letter releases, nullifies, or enjoins the enforcement of any liability to a Governmental Unit

under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) to which any entity would be subject as the owner, lessor, lessee, or operator of the property after the date of entry of this Final Order. Nothing contained in this Final Order, the Agency Agreement, the Sale Guidelines, or any Side Letter shall in any way diminish the obligation of any entity, including the Debtors, to comply with environmental laws consistent with their rights and obligations as debtors in possession under the Bankruptcy Code. The Store Closings and the Sales shall not be exempt from laws of general applicability, including, without limitation, public health and safety, criminal, tax, (including, but not limited to, the collection of Sales Taxes), labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including consumer laws regulating deceptive practices and false advertising, consumer protections, express or implied warranties of goods, and "weights and measures" regulation and monitoring (collectively, "General Laws"). Nothing in this Final Order, the Agency Agreement, the Sale Guidelines, or any Side Letter shall alter or affect obligations to comply with all applicable federal safety laws and regulations. Nothing in this Final Order shall be deemed to bar any Governmental Unit (as such term is defined in section 101(47) of the Bankruptcy Code) from enforcing General Laws in the applicable non-bankruptcy forum, subject to the Debtors' rights to assert in the applicable forum that any such laws are not in fact General Laws or that such enforcement is impermissible under the Bankruptcy Code or this Final Order. Notwithstanding any other provision in this Final Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Final Order and/or any applicable law,

or that enforcement of such applicable law is preempted by the Bankruptcy Code or the Companies' Creditors Arrangement Act (the "CCAA"), as applicable. Nothing in this Final Order shall be deemed to have made any rulings on any such issues.

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

i. Provided that the Sales are conducted in accordance with this Final Order, any Final Order, and the Sale Guidelines, the Debtors, the Agent, and the Debtors' landlords shall be deemed to be in compliance with any requirements of all county, parish, or municipal or other local government (hereinafter referred to as "Local") and state Liquidation Sale Laws establishing licensing or permitting requirements, waiting periods or time limits, or bulk sale restrictions that would otherwise apply to the Sales and sales of the Store Closure Assets of any state or local Governmental Unit (as defined in section 101(27) of the Bankruptcy Code); *provided*, that the term

"Liquidation Sale Laws" shall be deemed not to include any public health or safety laws of any state (collectively, the "Safety Laws"), and the Debtors and the Agent shall continue to be required to comply, as applicable, with such Safety Laws and laws of general applicability, including, without limitation, Safety Laws, criminal, tax (including, but not limited to the collection of Sales Taxes), labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including consumer laws regulating deceptive practices and false advertising, consumer protection, the sale of gift certificates, layaway programs, return of goods, express or implied warranties of goods, and "weights and measure" regulation and monitoring (collectively "General Laws"), subject to any applicable provision of the Bankruptcy Code and federal law, and nothing in this Final Order shall be deemed to bar Governmental Units (as defined in section 101(27) of the Bankruptcy Code) or public officials from enforcing Safety Laws or General Laws.

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

iii. To the extent that there is a dispute arising from or relating to the Sales, this Final Order, the Agency Agreement, or the U.S. Sale Guidelines, which dispute relates to any Liquidation Sale Laws (a "Reserved Dispute"), the Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any time within ten (10) days following entry of this Final Order, any Governmental Unit may assert that a Reserved Dispute exists by sending a notice (the "Dispute Notice") explaining the nature of the dispute to: (a) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua Sussberg, P.C. (joshua.sussberg@kirkland.com), Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Oliver Paré (oliver.pare@kirkland.com), and Nathan Felton (nathan.felton@kirkland.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), and Felice R. Yudkin (fyudkin@coleschotz.com); (c) Agent, c/o Hilco Merchant Resources, LLC, One Northbrook Place, 5 Revere Drive, Suite 206, Northbrook, IL 60062, Attn.: T. Kellan Grant (kgrant@hilcoglobal.com) and Robert Raskin (rraskin@sb360.com); (d) counsel to the Agent, Riemer & Braunstein LLP, Times

Square Tower, Seven Times Square, Suite 2506, New York, New York 10036, Attn: Steven E. Fox (sfox@riemerlaw.com); 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 (a) that the provisions of any Liquidation Sale Laws are preempted by the Bankruptcy Code, or (b) that neither the terms of the Interim Order or the Final Order nor the conduct of the Debtors pursuant to the Interim Order or the Final Order violates such Liquidation Sale Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of the Interim Order or the Final Order, or to limit or interfere with the Debtors' or the Agent's ability to conduct, or to continue to conduct, the Sales pursuant to the Interim Order or the Final Order, as applicable, absent further order of the Court. Upon the entry of the Interim or the Final Order, the Debtors and the Agent shall be authorized to conduct the Sales pursuant to the terms of the Interim Order or the Final Order, the Agency Agreement, and the U.S. Sale Guidelines (as may be modified by any Side Letters) and to take all actions reasonably related thereto or arising in connection therewith. Any Governmental Unit will be entitled to assert any jurisdictional, procedural, or substantive arguments it wishes with respect to the requirements of its Liquidation Sale Laws or the lack of any preemption of such Liquidation Sale Laws by the Bankruptcy Code. Nothing in the Interim Order or the Final Order will constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.

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

paragraphs. Any determination with respect to whether a particular law is a Liquidation Sale Law shall be made *de novo.*

38. Subject to the foregoing, every federal, state, or local agency, departmental, or Governmental Unit with regulatory authority over the Sales and all newspapers and other advertising media in which the Sales are advertised shall consider this Final Order as binding authority that no further approval, license, or permit of any Governmental Unit shall be required, nor shall the Debtors or the Agent be required to post any bond, to conduct the Sales.

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

VI. Other Provisions.

40. To the extent the Debtors are subject to any state Fast Pay Laws in connection with the Store Closings, the Debtors shall be presumed to be in compliance with such laws to the extent, in applicable states, such payroll payments are made by the Debtors' next regularly scheduled

payroll and consistent with, and subject to, any previous orders of this Court regarding payment of the same.

41. Not later than seven days prior to the objection deadline related to entry of an order approving the Motion on a final basis, the Agent shall file a declaration disclosing connections to the Debtors, their creditors, and other parties in interest in these chapter 11 cases, and the Debtors shall serve the same on the U.S. Trustee, counsel to any statutory committees appointed in these cases, and all parties who have filed requests for service under Bankruptcy Rule 2002, by e-mail, or if the e-mail address is not available to the Debtors, then by first class mail.

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

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

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

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

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

defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease (with the exception of the Agency Agreement) pursuant to section 365 of the Bankruptcy Code or otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code; (f) an admission that any Contract is, in fact, an executory contract or unexpired lease or enforceable against the Debtors or 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.

47. On a confidential basis and for "professional's eyes only" and upon the written (including email) request of the U.S. Trustee (which request has been made), the Prepetition Lenders, any statutory committee appointed in these chapter 11 cases or the Canadian Court-appointed information officer (if any), the Debtors shall provide such requesting party copies of periodic reports on a monthly basis concerning the Sales and Store Closings that are prepared by the Debtors or their professionals, or the Agent; *provided*, however, that the foregoing shall not require the Debtors, their professionals, or the Agent to prepare or undertake to prepare any additional or new reporting not otherwise being prepared by the Debtors, their professionals, or the Agent in connection with Sales and Store Closings. Within thirty calendar days after the

date of completion of all Store Closings and Sales, the Debtors shall (a) file a summary report of the store closing process with the Court that will include: (i) a list of all Store Closings; (ii) the Debtors' gross revenue from all Store Closing Sales; and (iii) the total fees paid and expenses reimbursed to the Agent under the Agency Agreement, and (b) file with the Court and serve on the U.S. Trustee, any statutory committees appointed in these cases, and any other party in interest who may so request, a report showing payment of each of the Agent's fees, setting forth detail and information regarding the calculation of such fees paid to the Agent and expenses reimbursed to the Agent. The U.S. Trustee shall have twenty calendar days after the date on which such report is filed to object solely as to the reasonableness of the compensation paid or expenses reimbursed to the Agent. To the extent an objection is filed by the U.S. Trustee and cannot be resolved, the parties shall coordinate to have the objection to the Agent's compensation brought before the Court at the next scheduled omnibus hearing or such other date and time as shall be agreed by the parties.

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

Bankruptcy Code or other applicable law, *provided* that such services guarantee, transaction, or acquisition is approved by separate order of this Court; and *provided further*, that the rights of the U.S. Trustee and all other parties in interest to object to any request that the Agent or its affiliates be permitted to provide such additional services and/or transactions are fully reserved.

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

50. 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.

51. 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.

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

53. 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.

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

55. 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.

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

57. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order or the Agency Agreement, including, but not limited to: (a) any claim or issue relating to any efforts by any party or person to prohibit, restrict or in any way limit banner and sign-walker advertising, including with respect to any allegations that such advertising is not being conducted in a safe, professional, and non-deceptive manner; (b) any claim of the Debtors, the landlords and/or the Agent for protection from interference with the Store Closings or Sales; (c) any other disputes related to the Store Closings or Sales; and (d) protecting the Debtors and/or the Agent against any assertions of any liens, claims, encumbrances, and other interests; *provided* that, notwithstanding the foregoing, and subject to the

recognition of this Final Order by the Canadian Court in the Canadian Proceedings, the Canadian Court shall retain jurisdiction with regard to all issues or disputes in respect of the Sale at the Canadian Closing Stores. No such parties or person shall take any action against the Debtors, the Agent, the landlords, the Store Closings, or the Sales until this Court or the Canadian Court, as applicable, has resolved such dispute. This Court shall hear the request of such parties or persons with respect to any such disputes on an expedited basis, as may be appropriate under the circumstances.

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Exhibit 1

Agency Agreement

Hilco Merchant Resources

SB360 CAPITAL PARTNERS
A SCHOTTENSTEIN AFFILIATE

January 29, 2026

VIA EMAIL

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

Re: **Letter Agreement Governing Inventory Disposition**

Dear Dawn:

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

A. Merchandise

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

B. Sale Term, Expenses and Sale Advance

(i) Sale Term

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

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

(i) Expenses and Sale Advance

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

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

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

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

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

C. Project Management

(i) Agent's Undertakings

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

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

(ii) Merchant's Undertakings

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

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

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

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

D. The Sale

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

E. Agent Fee and Expenses in Connection with the Sale

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

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

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

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

For purposes of the Additional Incentive Compensation:

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

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

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

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

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

F. Indemnification

(i) Merchant's Indemnification

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

(ii) Agent's Indemnification

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

G. Insurance

(i) Merchant's Insurance Obligations

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

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

(ii) Agent's Insurance Obligations

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

H. Representations, Warranties, Covenants and Agreements

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

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

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

I. Furniture, Fixtures and Equipment

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

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

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

J. Termination

The following shall constitute "Termination Events" hereunder:

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

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

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

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

K. Notices

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

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

L. Independent Consultant

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

M. Non-Assignment

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

N. Severability

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

O. Bankruptcy

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

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

P. Additional Agent Goods

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

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

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

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

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

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

Q. Governing Law, Venue, Jurisdiction and Jury Waiver

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

R. Entire Agreement

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

S. Execution

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

* * *

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

Very truly yours,

HILCO MERCHANT RESOURCES, LLC

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

SB360 CAPITAL PARTNERS, LLC

_____
By: Aaron S. Miller
Its: President

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

EDDIE BAUER, LLC

Signed by:
Dawn Wolverton
8EDDB927ED7C4AF...
By: Dawn Wolverton
Its: Secretary

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

Very truly yours,

HILCO MERCHANT RESOURCES, LLC

T. Kellan Grant

By: T. Kellan Grant
Its: EVP Commercial Counsel

SB360 CAPITAL PARTNERS, LLC

By: Aaron S. Miller
Its: President

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

EDDIE BAUER, LLC

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Very truly yours,

HILCO MERCHANT RESOURCES, LLC

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

SB360 CAPITAL PARTNERS, LLC

_____
By: Aaron S. Miller
Its: President

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

EDDIE BAUER, LLC

_____
By: Keith Melker
Its: Chief Financial Officer

EXHIBIT A

Store List

Eddie Bauer

Exhibit A

Full Store List

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

Eddie Bauer

Exhibit A

Full Store List

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

Eddie Bauer

Exhibit A

Full Store List

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

Eddie Bauer

Exhibit A

Full Store List

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

Eddie Bauer

Exhibit A

Full Store List

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

Eddie Bauer

Exhibit A

Full Store List

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

EXHIBIT A-1

Initial Store List

Eddie Bauer

Exhibit A-1

Initial Store List

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

Eddie Bauer

Exhibit A-1

Initial Store List

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

Exhibit B

Expense Budget

Eddie Bauer

Exhibit B

Initial Store Expense Budget (1)

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

Notes:

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

Exhibit 2-A

U.S. Sale Guidelines

U.S. Sale Guidelines[1]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>If to Agent:</u>

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

-and-

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

with copies (which shall not constitute notice) to:

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

If to Merchant:

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

with copies (which shall not constitute notice) to:

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

- and -

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

Exhibit 2-B

Canadian Sale Guidelines

CANADIAN SALE GUIDELINES

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

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

1. Except as otherwise express set out herein, and subject to: (i) the Interim Order and Final Order of the Bankruptcy Court made in the cases commenced by the Debtors under the Bankruptcy Code (the "**Chapter 11 Cases**") authorizing, among other things, the Debtors to assume that certain Agency Agreement dated as of January 29, 2026 (as amended from time to time, the "**Agency Agreement**"), by and between **Eddie Bauer LLC and certain of its affiliates (**collectively, and as applicable, the "**Merchant**") and **Hilco Merchant Solutions, LLC and SB360 Capital Partners, LLC** (collectively, the "**Agent**") and the transactions contemplated thereunder (collectively, the Interim Order and the Final Order, as applicable, the "**U.S. Store Closing Order**"), (ii) the Orders of the Canadian Court recognizing and giving full force and effect to the U.S. Store Closing Order in Canada, subject to the terms of such Orders, pursuant to section 49 of the CCAA (such recognition proceedings under the CCAA, the "**CCAA Proceedings**"), (iii) further Order of the Bankruptcy Court or the Canadian Court or recognition of a further Order of the Bankruptcy Court by the Canadian Court, as applicable, (iv) any subsequent written agreement or Side Letter between the Merchant and its applicable landlord(s) (individually, a "**Landlord**" and, collectively, the "**Landlords**") and approved by the Agent, the Sales shall be conducted in accordance with the terms of the applicable leases or other occupancy agreements for each of the affected Stores (individually, a "**Lease**" and, collectively, the "**Leases**"). However, nothing contained herein shall be construed so as to create or impose upon the Merchant or the Agent any additional restrictions not contained in the applicable Lease.

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

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

Merchant as required pursuant to the Chapter 11 Cases or, in respect of any individual Store, as may otherwise be agreed by the Merchant and the applicable Landlord.

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

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

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

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

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

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

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

10. Subject to the terms of paragraph 9 above, the Agent may also sell existing furniture, fixtures and equipment owned by the Merchant and located in the Stores that are (i) fully owned by the Merchant; (ii) owned jointly by the Merchant and one or more third-party vendors of the Merchant, as directed by Merchant with the consent of the Information Officer, if any, and agreed to by such third-parties; or (iii) fully owned by a third party if agreed to by such third-party and the Merchant with the consent of the Information Officer, if any, during the Sales and the FF&E Removal Period, if any, (collectively, the "**FF&E**").

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

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

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

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

of such Lease or Store, provided that nothing herein shall relieve such Landlord of any obligation to mitigate any damages claimed in connection therewith.

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

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

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

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

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