

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Joshua A. Sussberg, P.C. (*pro hac vice* pending)

Matthew C. Fagen, P.C. (*pro hac vice* pending)

Oliver Paré (*pro hac vice* pending)

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

joshua.sussberg@kirkland.com

matthew.fagen@kirkland.com

oliver.pare@kirkland.com

COLE SCHOTZ P.C.

Michael D. Sirota, Esq.

Warren A. Usatine, Esq.

Felice R. Yudkin, Esq.

Court Plaza North, 25 Main Street

Hackensack, New Jersey 07601

Telephone: (201) 489-3000

msirota@coleschotz.com

wusatine@coleschotz.com

fyudkin@coleschotz.com

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

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the Debtors in Possession*

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

In re:

EDDIE BAUER LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-11422 (SLM)

(Joint Administration Requested)

**DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS
(I) AUTHORIZING THE DEBTORS TO (A) CONTINUE USING THE CASH
MANAGEMENT SYSTEM, (B) HONOR CERTAIN PREPETITION OBLIGATIONS
RELATED THERETO, AND (C) MAINTAIN EXISTING DEBTOR BANK ACCOUNTS,
BUSINESS FORMS, AND BOOKS AND RECORDS; (II) AUTHORIZING THE DEBTORS
TO CONTINUE TO PERFORM INTERCOMPANY TRANSACTIONS; (III) WAIVING
CERTAIN U.S. TRUSTEE REQUIREMENTS; AND (IV) GRANTING RELATED RELIEF**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state the following in support of this motion (this “Motion”):²

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

² A description of the Debtors and their business, as well as the facts and circumstances supporting this Motion and giving rise to the Debtors’ chapter 11 cases, is set forth in greater detail in the *Declaration of Stephen Coulombe, Co-Chief Restructuring Officer of Eddie Bauer LLC and its Affiliates, in Support of Chapter 11 Petitions and*

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the “Interim Order” and “Final Order”): (a) authorizing, but not directing, the Debtors to (i) operate their cash management system, (ii) honor certain prepetition obligations related thereto, and (iii) maintain existing bank accounts, business forms, and books and records; (b) authorizing, but not directing, the Debtors to continue to perform intercompany transactions; (c) granting the Debtors (i) an interim extension to comply with the deposit and investment requirements set forth in section 345(b) of the Bankruptcy Code pursuant to the Interim Order and (ii) a subsequent waiver thereof pursuant to the Final Order; and (d) granting related relief. In addition, the Debtors request that the Court schedule a final hearing within approximately twenty-one days after the commencement of these chapter 11 cases to consider entry of the Final Order.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). The Debtors confirm their consent to the Court’s entry of a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

First Day Motions (the “First Day Declaration”), filed contemporaneously herewith and incorporated by reference herein. Capitalized terms used but not otherwise defined in this Motion shall have the meanings ascribed to them in the First Day Declaration.

4. The bases for the relief requested herein are sections 105, 345, 363, 364, and 503 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rules 2002(a), 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 9013-1 and 9013–5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey, dated August 1, 2025 (the “Bankruptcy Local Rules”).

Background

5. On February 9, 2026 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have filed a motion contemporaneously herewith requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

The Cash Management System

I. Overview.

6. In the ordinary course of business, the Debtors and their non-Debtor affiliates (the “Non-Debtor Affiliates”) maintain and operate a complex cash management system (the “Cash Management System”), a schematic of which is attached as Exhibit 1 to the Interim Order and Final Order. The Cash Management System is governed by various agreements between the Debtors and each of the Cash Management Banks (as defined herein) that set forth the terms and conditions the Debtors must comply with in operating the Cash Management System (the “Cash Management Agreements”).

7. As of the Petition Date, the Cash Management System comprises thirty-two bank accounts (such accounts, together with any other bank accounts the Debtors may open in the

ordinary course of business, the “Bank Accounts”). Twenty-one of the Bank Accounts are owned by entities incorporated in the United States and are primarily associated with the Debtors’ United States operations (the “U.S. Cash Management System”). Eleven of the Bank Accounts are owned by entities incorporated in Canada and are primarily associated with the Debtors’ Canadian operations (the “Canadian Cash Management System”). Each of the Bank Accounts is owned either by a Debtor or a Non-Debtor Affiliate and is held at one of six banks in the United States or Canada (such banks, collectively, the “Cash Management Banks”). The Bank Accounts all hold either USD or CAD. As of the Petition Date, the Debtors hold approximately \$20.0 million in total cash across Debtor Bank Accounts.³

8. The Cash Management System is critical to the Debtors’ operations. The Debtors rely on the Cash Management System to efficiently and effectively collect, transfer, and disburse funds in the ordinary course of business. As such, the predictable flow of funds through the Cash Management System plays a crucial role in facilitating accurate cash monitoring, forecasting, and reporting. In the ordinary course of business, the Debtors’ treasury department maintains daily oversight of the Cash Management System and implements controls for accepting, processing, and releasing funds, including in connection with Intercompany Transactions (as defined herein). Likewise, the Debtors’ accounting department regularly reconciles the Debtors’ books and records to ensure that all transfers are properly accounted for.

³ Unless otherwise stated, all monetary amounts that are denominated in Canadian dollars (“CAD”) have been converted to the United States dollars (“USD”) at an exchange rate of 1.3557 CAD to 1.00 USD in accordance with the Federal Reserve Economic Data, <https://fred.stlouisfed.org/series/DEXCAUS> (retrieved on February 7, 2026).

A. The Bank Accounts.

9. Thirty-one of the thirty-two Bank Accounts in the Cash Management System are owned and controlled by the Debtors (the “Debtor Bank Accounts”). A single Bank Account is owned by a Non-Debtor Affiliate, SPARC Group LLC. The Debtors’ Cash Management Banks in the United States are JPMorgan Chase Bank, N.A. (“JPM”); PNC Bank, N.A. (“PNC”); Bank of America, N.A. (“BofA”); U.S. Bank, N.A. (“U.S. Bank”); and Wells Fargo Bank, N.A. (“Wells Fargo”). The sole Cash Management Bank in Canada is the Bank of Nova Scotia (“Scotiabank”).

10. Each of the Bank Accounts falls into one of six categories:⁴

Bank Accounts ⁵	Description of the Bank Accounts
Collection Accounts <u>Eddie Bauer LLC</u> <i>PNC x3622</i> <i>JPM x0920</i> <i>U.S. Bank x3152</i> <i>Wells Fargo x0139</i> <i>BofA x9791</i> <i>BofA x6375</i> <i>BofA x4489</i> <i>PNC x8285</i> <u>Eddie Bauer of Canada Corporation</u> <i>Scotiabank x4716 (CAD)</i> <i>Scotiabank x8713 (CAD)</i> <i>Scotiabank x5312 (CAD)</i>	The Debtors maintain thirteen Bank Accounts that collect revenue from various sources (each, a “<u>Collection Account</u>”). Nine of the Collection Accounts are denominated in USD, are held at United States banks, and are primarily associated with the Debtors’ United States brick-and-mortar retail, legacy e-commerce, and legacy wholesale operations (each, a “<u>U.S. Collection Account</u>”). Of the U.S. Collection Accounts, six collect revenue from the Debtors’ brick-and-mortar retail stores located in the United States, one historically collected revenue from the Debtors’ legacy wholesale operations, one historically collected revenue from the Debtors’ legacy e-commerce operations, and one collects revenue from the Debtors’ gift card⁶ program.⁷ Four of the Collection Accounts are denominated in CAD, are held at Scotiabank, and are primarily associated with the Debtors’ Canadian

⁴ These descriptions of each type of Bank Account are for illustrative purposes only. A single Bank Account may fall into more than one of the categories described below.

⁵ All Bank Accounts hold USD unless otherwise stated.

⁶ The Debtors filed the *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Maintain and Administer Their Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto and (II) Granting Related Relief* (the “Customer Programs Motion”) contemporaneously herewith. The Debtors’ gift card program is discussed in greater detail in the Customer Programs Motion.

⁷ As discussed in greater detail in First Day Declaration, prior to the Petition Date, the Debtors transferred their e-commerce and wholesale businesses to Outdoor 5, LLC (“O5,” and such transition, the “O5 Transition”), as third-party designee of Authentic Brands Group, LLC and certain of its affiliates. Following the O5 Transition, the Debtors no longer sell merchandise via their legacy e-commerce and wholesale channels; however, the Debtors do continue to collect revenues from the sales of merchandise through such channels that completed before the O5 Transition.

Bank Accounts ⁵	Description of the Bank Accounts
<i>Scotiabank x3610 (CAD)</i> <u>Eddie Bauer Gift Card Services LLC</u> <i>BofA x5746</i>	brick-and-mortar retail and legacy e-commerce operations (each, a “<u>Canadian Collection Account</u>”). As discussed in greater detail below, (a) funds collected in the U.S. Collection Accounts are regularly transferred either automatically or manually into the Concentration Account, or an Operating Account, and (b) funds collected in the Canadian Collection Accounts are regularly swept to the Canadian Operating Account.
Operating Accounts <u>Eddie Bauer LLC</u> <i>PNC x2044</i> <i>BofA x6436</i> <i>PNC x3604</i> <u>Eddie Bauer of Canada Corporation</u> <i>Scotiabank x6914 (CAD)</i> <u>Non-Debtor Affiliate SPARC Group LLC</u> <i>PNC x2524</i>	The Debtors maintain four Bank Accounts, and non-Debtor Affiliate SPARC Group LLC maintains one Bank Account, that facilitate the flow of funds within the Cash Management System (the “<u>Operating Accounts</u>”). Four of the Operating Accounts are denominated in USD, are held at United States banks, and are primarily associated with the Debtors’ United States operations (the “<u>U.S. Operating Accounts</u>”). One of the Operating Accounts is denominated in CAD, held by Eddie Bauer of Canada Corporation, and primarily associated with the Debtors’ Canadian operations (the “<u>Canadian Operating Account</u>”). The Canadian Operating Account and one of the U.S. Operating Accounts—the BofA account ending in 6436 (the “<u>Main U.S. Operating Account</u>,” and together with the Canadian Operating Account, the “<u>Main Operating Accounts</u>”)—serve, respectively, as the hubs of the Canadian Cash Management System and U.S. Cash Management System. Funds are manually or automatically transferred from various Bank Account to the Main Operating Accounts, and from the Main Operating Accounts to either: (a) the Disbursement Accounts to settle disbursements made to third parties, or (b) another Operating Account to facilitate an Intercompany Transaction. The Canadian Operating Account also collects funds directly from certain Canadian in-store sales. Two of the U.S. Operating Accounts—the PNC accounts ending in 3604 and 2524—facilitate Intercompany Transactions between Non-Debtor Affiliate SPARC Group Holdings LLC and Debtor Eddie Bauer LLC.⁸ One of the U.S. Operating Accounts—the PNC account ending in 2044—historically facilitated the transfer of receipts from the Debtors’ legacy wholesale business to the Debtors’ Concentration Account.
Concentration Account <u>Eddie Bauer LLC</u> <i>BofA x6399</i>	The Debtors maintain one Bank Account—the BofA account ending in 6399 (the “<u>Concentration Account</u>”)—dedicated to pooling funds that collect in certain of the U.S. Collection Accounts before such funds are automatically swept into the Main U.S. Operating Account on a continuous basis throughout each business day.
Disbursement Accounts	The Debtors maintain nine Bank Accounts that fund disbursements to various third parties (the “<u>Disbursement Accounts</u>”).

⁸ For further discussion of the Intercompany Transactions, see Section Intercompany Transactions.VIII *infra*.

Bank Accounts ⁵	Description of the Bank Accounts
<u>Eddie Bauer LLC</u> <i>BofA x0879</i> <i>BofA x3829</i> <i>BofA x7094</i> <i>BofA x7075</i> <i>PNC x3591</i> <u>Eddie Bauer of Canada Corporation</u> <i>Scotiabank x9614 (CAD)</i> <i>Scotiabank x1710 (CAD)</i> <i>Scotiabank x7217 (CAD)</i> <i>BofA x6431</i>	Five of the Disbursement Accounts are denominated in USD, are held at United States banks, and are primarily associated with the Debtors' United States operations (the "<u>U.S. Disbursement Accounts</u>"). Three of the Disbursement Accounts are held at Scotiabank, are denominated in CAD, and are primarily associated with the Debtors' Canadian operations (the "<u>Canadian Disbursement Accounts</u>"). One of the Disbursement Accounts—the BofA account ending in 6431 (the "<u>Canadian USD Disbursement Account</u>")—is denominated in USD and is held at a United States bank, but is primarily associated with the Debtors' Canadian operations. The Canadian USD Disbursement Account facilitates disbursements made in USD to certain third parties that provide goods and services to Debtor Eddie Bauer of Canada Corporation. The Disbursement Accounts are either manually or automatically funded as needed by the Main Operating Accounts to settle payments owed to various parties. Funds that are transferred to the Disbursement Accounts but that are not ultimately disbursed sweep back to the Main Operating Accounts at the end of each business day. Historically, the PNC Disbursement Account ending in 3591 settled payroll payments with funds drawn from Non-Debtor Affiliate SPARC Group LLC's PNC account ending in 2524. Any funds not disbursed from the PNC account ending in 3591 were historically swept back into the PNC account ending in 2524 at the end of each business day.
Dormant Accounts <u>Eddie Bauer LLC</u> <i>BofA x7099</i> <i>PNC x3583</i> <u>Eddie Bauer of Canada Corporation</u> <i>Scotiabank x8118</i>	The Debtors maintain three inactive accounts (the "<u>Dormant Accounts</u>"). The Dormant Accounts hold no or <i>de minimis</i> funds and are not currently used by the Debtors.
Adequate Assurance Account <u>13051269 Canada Inc.</u> <i>BofA x 4404</i>	The Debtors intend to utilize the BofA account ending in 4404 as the Adequate Assurance Account (as defined in the Utilities Motion) during these chapter 11 cases.⁹

⁹ The Debtors filed the *Debtors' Motion for Entry of Interim and Final orders (I) Approving the Debtors' Proposed Adequate Assurance of Payment For Future Utility Services; (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services; (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, (IV) Authorizing Fee Payments to the Utility Agents; and (V) Granting Related Relief*, (the "Utilities Motion") contemporaneously herewith. The Adequate Assurance Account will be funded in accordance with the procedures set forth in the Utilities Motion.

II. Ordinary Course Cash Flows.

11. **Cash Collection.** The vast majority of cash generated by the Debtors' retail operations enters the Cash Management System via the Collection Accounts. Each of the Collection Accounts collects funds from a distinct revenue source or is associated with a distinct type of transaction. Of the nine U.S. Collection Accounts, five—the PNC account ending in 3622, the JPM account ending in 0920, the Wells Fargo account ending in 0139, the BofA account ending in 9791, and the U.S. Bank account ending in 3152—collect funds from cash transactions in the Debtors' United States brick-and-mortar retail stores (the "U.S. Store Collection Accounts"). Cash is manually transported on a regular basis from each retail store to a nearby branch of one of the five U.S. Cash Management Banks to be deposited in the U.S. Store Collection Accounts. Once deposited, the funds are then manually transferred periodically from the U.S. Store Collection Accounts to the Concentration Account, a zero-balance account that sweeps all funds to the Main U.S. Operating Account on a continuous basis throughout each business day. The U.S. Store Collection Accounts typically maintain very low balances because the Debtors' in-store sales are typically processed using payment methods other than cash.

12. The remaining U.S. Collection Accounts currently collect or historically collected funds from other distinct sources of the Debtors' revenue. Specifically, (a) the BofA account ending in 6375 collects revenue from in-store credit card sales at the Debtors' brick-and-mortar retail stores located in the United States; (b) the BofA account ending in 4489 historically collected revenue from the Debtors' legacy United States e-commerce operations; (c) the PNC account ending in 8285 historically collected revenue from the Debtors' legacy wholesale operations; and (d) the BofA account ending in 5746 collects revenue from gift card sales in the United States. The Bank Accounts referenced in (a) and (b) are zero-balance account that sweep to the Main U.S. Operating Account on a continuous basis throughout each business day. Bank Account (c) is a

zero-balance account that sweeps to the PNC Operating Account ending in 2044 on a continuous basis throughout each business day. Funds that collect in Bank Account (d) are manually transferred to the Main U.S. Operating Account on a periodic basis.

13. The four Canadian Collection Accounts also collect funds from distinct sources of the Debtors' revenue: (a) the Scotiabank account ending in 8713 collects revenue from in-store Visa credit card sales at the Debtors' Canadian stores; (b) the Scotiabank account ending in 5312 collects revenue from in-store Mastercard credit card sales at the Debtors' Canadian stores; (c) the Scotiabank account ending in 4716 collects revenue from in-store debit card sales at the Debtors' Canadian stores; and (d) the Scotiabank account ending in 3610 collects revenue from the Debtors' legacy Canadian e-commerce operations. Each of the Canadian Collection Accounts described in (a)–(d) is a zero-balance account that sweeps to the Canadian Operating Account at the end of each business day. Receipts from in-store sales made in cash or with a credit card other than Visa or Mastercard are deposited directly in the Canadian Operating Account without first passing through a Collection Account.

14. **Cash Movement.** After entering the Cash Management System via a Collection Account, cash is either moved directly to one of the Main Operating Accounts or pooled in the Concentration Account and then moved to the Main U.S. Operating Account. Once it is within one of the Main Operating Accounts, cash is then moved out of the Cash Management System, either via the Disbursement Accounts or via an Intercompany Transfer. The U.S. Cash Management System includes four Operating Accounts: (a) the BofA account ending in 6436 (*i.e.*, the Main U.S. Operating Account); (b) the PNC account ending in 2044, which historically facilitated the movement of funds between the Collection Account dedicated to the Debtors' legacy wholesale operations—the PNC account ending in 8285—and the Main U.S. Operating Account;

and (c) two accounts—the PNC accounts ending in 3604 and 2524—that facilitate Intercompany Transfers between Debtor Eddie Bauer LLC and Non-Debtor Affiliate SPARC Group Holdings LLC. The PNC account ending in 2524 is owned by SPARC Group Holdings LLC and is primarily used to transfer funds from SPARC Group Holdings LLC to the Main U.S. Operating Account to facilitate the Debtors’ payment of certain ordinary course operating expenses.¹⁰ Eddie Bauer LLC also owns PNC account ending in 3604, into which funds exceeding those necessary to meet operating expenses, if any, are manually transferred before being automatically moved on a daily basis to the SPARC Group Holdings LLC Bank Account in connection with the SPARC Intercompany Transfers, as discussed in greater detail below. The Canadian Cash Management System includes one Operating Account: the Scotiabank account ending in 6914 (*i.e.*, the Canadian Operating Account), which pools funds that collect in the Canadian Collection Accounts and receives funds from the Main U.S. Operating Account via an Intercompany Transfer. Funds in the Canadian Operating Account are automatically transferred to the Canadian Disbursement Accounts as needed to settle payments to third parties.

15. ***Cash Disbursement.*** In the ordinary course of business, the Debtors make payments from the Disbursement Accounts to third parties. Each of the Disbursement Accounts is dedicated to facilitating disbursements to specific types of third party payees: (a) the BofA account ending in 3829 facilitates payments made to merchandise vendors; (b) the BofA account

¹⁰ Historically, SPARC Group Holdings LLC also transferred money to two U.S. Disbursement Accounts, the PNC accounts ending in 3583 and 3591 (the “U.S. Payroll Disbursement Accounts”), to fund payroll for U.S. employees. However, following the transfer of the Debtors’ employees to Catalyst Brands LLC on January 1, 2026, SPARC Group Holdings LLC no longer funds the U.S. Payroll Disbursement Accounts in the ordinary course of business except as necessary to settle checks previously issued. The transfer of employees from the Debtors to Catalyst Brands LLC is discussed in greater detail in the *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs; and (II) Granting Related Relief*, filed contemporaneously herewith.

ending in 7094 and the Scotiabank accounts ending in 9614 and 1710 facilitate payments made to non-merchandise vendors in the United States and Canada, respectively, such as freight and cybersecurity providers; (c) the BofA account ending in 0879 facilitates the sending of expense checks; (d) the Scotiabank account ending in 7217 facilitates payroll payments made by Debtor Eddie Bauer of Canada Corporation to the Debtors' Canadian employees; (e) the BofA account ending in 6431 facilitates payments made in USD to vendors of Eddie Bauer of Canada Corporation; and (f) the PNC account ending in 3591 historically settled payroll payments made via check to certain of the Debtors' United States employees.¹¹ All of the Disbursement Accounts except the PNC account ending in 3591 settle payments to third parties with funds drawn from one of the Main Operating Accounts. The PNC account ending in 3591 historically settled payroll payments with funds drawn from the PNC Non-Debtor Affiliate account ending in 2524. All of the Disbursement Accounts, apart from the BofA account ending in 6431, the PNC account ending in 3591, and the Scotiabank account ending in 1710, are zero-balance accounts that sweep any funds not disbursed at the end of each business day to the Main Operating Account from which they draw funds to settle payments. The PNC account ending in 3591 is a zero-balance account that sweeps to the PNC account ending in 2524, from which it draws funds to settle payments. The BofA account ending in 6431 and the Scotiabank account ending in 1710 are not zero balance accounts.

¹¹ Following the transfer of the Debtors' employees to Non-Debtor Affiliate Catalyst Brands LLC on January 1, 2026, the Debtors are no longer making new direct, payroll payments to employees in the United States, but checks that were previously issued continue to be settled via the PNC account ending in 3591. A second bank account previously used to make direct deposit payments to U.S. employees, PNC account ending in 3583, is no longer in use and is now a Dormant Account. The transfer of the Debtors' employees to Catalyst Brands LLC is discussed in greater detail in the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs; and (II) Granting Related Relief* (the "Wages Motion"), filed contemporaneously herewith.

16. The Cash Management System is an essential component of the Debtors' ordinary course operations. Maintaining uninterrupted use of the Cash Management System is critical to the operational viability of the Debtors' business enterprise. The Debtors therefore request the authority, but not direction, to continue operating the Cash Management System in the ordinary course of business. Authorizing the Debtors to continue operating the Cash Management System will benefit the Debtors' stakeholders and maximize the value of the Debtors' estates.

III. Payment Processing Fees.

17. In the ordinary course of business, the Debtors accept payment in several formats, in addition to accepting cash payments at their brick-and-mortar retail locations. To process payments from customers that are not made in cash, the Debtors utilize the payment processing services of several payment processing providers, including, among others, American Express, Visa, MasterCard, Discover, debit cards, PayPal, Venmo, Braintree, Klarna, Infor Nexus, and AmazonPay (collectively, the "Payment Processors," and the services provided by the Payment Processors, the "Payment Processing Services"). The Debtors are party to certain agreements with the Payment Processors, pursuant to which the Payment Processors charge the Debtors fees for the Payment Processing Services (the "Payment Processing Fees"). The Debtors incur approximately \$6.5 million in Payment Processing Fees per year. As of the Petition Date, the Debtors estimate that they owe approximately \$500,000 on account of unpaid Payment Processing Fees. Given that the substantial majority of payments the Debtors receive are *not* made in cash, the Payment Processing Services are critical to the Debtors' ability to generate revenue. Accordingly, the Debtors request authority, but not direction, to pay all outstanding prepetition amounts on account of the unpaid Payment Processing Fees as they become due and payable and to continue making such payments in the ordinary course of the Debtors' business.

IV. Transport Fees.

18. In the ordinary course of business, the Debtors incur certain fees in connection with the transport of cash generated at the Debtors' brick-and-mortar retail locations (the "Transport Fees"). Specifically, First Island Armoured Transport (1998) Ltd.; Rochester Armored Car Co., Inc.; Garda CL Northwest, Inc.; Brink's Inc.; Brink's Canada Ltd.; GardaWorld Corporation; and United American Security LLC (collectively, the "Security Providers") make regularly scheduled cash pickups at many of the Debtors' retail stores; thereafter, the Security Providers deliver the cash to nearby branches of the Cash Management Banks. The Debtors incur approximately \$265,000 in Transport Fees per year. As of the Petition Date, the Debtors estimate that they owe approximately \$27,000 on account of unpaid Transport Fees. The Security Providers are an essential component of the Debtors' Cash Management System—without them, the Debtors would not be able to safely transport large sums of cash to the Cash Management Banks on a regular basis, and such cash could not be deposited into the Collection Accounts. Accordingly, the Debtors request authority, but not direction, to pay all outstanding prepetition amounts on account of the unpaid Transport Fees as they become due and payable and to continue making such payments in the ordinary course of the Debtors' business.

V. Credit Card Program.

19. As part of the Cash Management System, and pursuant to the terms of the applicable Cash Management Agreement, the Debtors provide credit cards administered by PNC to certain employees to pay for various travel and procurement expenses in the ordinary course of business (the "Credit Card Program"). As of the Petition Date, there are nine active cards (the "Credit Cards") associated with the Credit Card Program, all of which are associated with distinct departments within the Debtors' corporate structure (the "Corporate Cards"). Charges to the Corporate Cards are billed directly to the Debtors without any payment by or reimbursement

of employees. Each Credit Card has a monthly credit limit, which varies based on the specific Credit Card's uses and expected covered expenses. The Debtors' aggregate spend in 2025 under the Credit Card Program averaged approximately \$25,000 per month, but this varies significantly and may be as low as \$1,000 in any given month.

20. The Credit Card Program is integral to the Cash Management System and to the continued operation of the Debtors' business. Specifically, the Credit Card Program enables the Debtors' personnel to segregate spending on work-related expenses for reimbursement and make quick and efficient payments necessary to maintain the Debtors' ordinary course operations. Any interruption in the Credit Card Program could threaten the Debtors' ability to timely reimburse personnel for work expenses and impact employee morale as a result. As of the Petition Date, the Debtors do not believe that they owe any amounts to PNC on account of the Credit Card Program. Nonetheless, out of an abundance of caution, the Debtors request authority, but not direction, to continue the Credit Card Program and satisfy any valid obligations that arise in connection therewith in the ordinary course of business as they become due and payable.

VI. Compliance with the Bankruptcy Code and U.S. Trustee Guidelines.

A. Compliance with U.S. Trustee Guidelines and Section 345 of the Bankruptcy Code.

21. Section 345(a) of the Bankruptcy Code governs a debtor's cash deposits during a chapter 11 case and authorizes deposits of money of a debtor's estates, such as cash, that "will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment." 11 U.S.C. § 345(a). To comply with section 345 of the Bankruptcy Code, the *Region 3 Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees* (the "U.S. Trustee Guidelines") for the United States Trustee for the District of New Jersey (the "U.S. Trustee") generally require chapter 11 debtors to, among other things, deposit all

estate funds into accounts with an authorized bank depository (each, an “Authorized Depository”). Section 345(b) of the Bankruptcy Code requires a debtor’s bank to post a bond unless a debtor’s funds are “insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States.”¹² 11 U.S.C. § 345(b).

22. Five of the Debtors’ six Cash Management Banks—BofA, PNC, Wells Fargo, JPM, and U.S. Bank, all of which service the Debtors’ United States operations—are Authorized Depositories under the U.S. Trustee Guidelines and hold deposits that are insured by the Federal Deposit Insurance Corporation (the “FDIC”). As previously discussed, the Debtors also maintain nine Bank Accounts at Scotiabank (the “Canadian Bank Accounts”), a Canadian bank which is insured by the Canada Deposit Insurance Corporation (the “CDIC”), but which is not an Authorized Depository. Absent relief from section 345(b), the Debtors would be required to close the Canadian Bank Accounts, open new bank accounts at an Authorized Depository, and transfer all funds held in the Canadian Bank Accounts to the newly opened bank accounts. Needless to say, complying with such a requirement would be highly disruptive to the Debtors’ business in the critical early days of these chapter 11 proceedings.

23. The Debtors should be authorized to continue utilizing their existing accounts with Scotiabank in the ordinary course of business. **First**, although not an Authorized Depository, Scotiabank is well-capitalized, financially stable, and widely recognized to be a reputable banking institution. The principal basis for excluding Scotiabank from the U.S. Trustee Guidelines is that Scotiabank is a Canadian financial institution, not that Scotiabank is considered financially unsound. **Second**, the Debtors keep only those funds in the Canadian Bank Accounts that are

¹² See 11 U.S.C. 345(b).

required to meet weekly operating expenses that must be paid in CAD. Any excess funds held in the Canadian Bank Accounts are manually moved to the Main U.S. Operating Account on a weekly basis. This process keeps balances in the Canadian Bank Accounts from week to week as low as possible and significantly reduces any potential risk of allowing the Debtors to maintain the Canadian Bank Accounts at Scotiabank. **Third**, Scotiabank is insured by the CDIC. **Fourth**, the Canadian Bank Accounts are necessary to support the Debtors' operations in the Canadian market, including by facilitating disbursements to and receipts from local vendors and customers. As such, the accounts that the Debtors hold with Scotiabank are critical to continuing the Debtors' ordinary course operations in Canada.

24. Requiring the Debtors to open new accounts at an Authorized Depository and substitute those accounts into the Cash Management System in place of the Canadian Bank Accounts would place a needless and excessive administrative burden on the Debtors and impose significant, value-destructive costs to the Debtors' estates. Cause therefore exists to allow the Debtors to continue utilizing the Canadian Bank Accounts in the ordinary course of business. In any event, the Debtors will continue to work in good faith with the U.S. Trustee to address any concerns regarding the continued use of the Canadian Bank Accounts on a postpetition basis. Accordingly, the Debtors seek (a) pursuant to the Interim Order, a sixty-day (60) extension to come into compliance with section 345(b) of the Bankruptcy Code without prejudice to the Debtors' right to seek an additional extension, and (b) pursuant to the Final Order, a full waiver of the requirements of section 345(b) of the Bankruptcy Code. Granting the Debtors relief from

section 345(b)'s requirements will allow the Debtors to continue utilizing the existing Bank Accounts without needless disruption and will inure to the benefit of all stakeholders.¹³

25. Separately, although the Debtors are requesting that they not be required to close any Debtor Bank Accounts, the Debtors may determine, in their reasonable business judgment, that opening new Debtor Bank Accounts and/or closing existing Debtor Bank Accounts in the ordinary course of business is in the best interest of their estates. While the Debtors do not currently have plans to open new Debtor Bank Accounts, the Debtors request authority to open any new Debtor Bank Accounts or close existing Debtor Bank Accounts as they may deem necessary and appropriate in their sole discretion.

B. Compliance with U.S. Trustee Guidelines as to Business Forms and Books and Records.

26. As part of the Cash Management System, the Debtors use a variety of preprinted businesses forms (including letterhead, correspondence forms, invoices, and other business forms) in the ordinary course of business (collectively, and as they may be modified from time to time, the "Business Forms"). The Debtors also maintain books and records to document their financial results and a wide array of operating information (collectively, the "Books and Records"). To avoid disruption to the Cash Management System and incurrence of unnecessary expenses, the Debtors request authorization to continue using the Business Forms and Books and Records, substantially in the form existing immediately before the Petition Date, without reference to their status as debtors in possession. Parties in interest will not be prejudiced by this relief. Parties doing business with the Debtors are highly likely to be aware of their status as debtors in possession. Changing Business Forms would thus be unnecessary and unduly burdensome.

¹³ The Debtors will continue to work in good faith with the U.S. Trustee in an attempt to address or at least narrow any concerns regarding the continued use of these Bank Accounts on a postpetition basis.

However, once the Debtors have exhausted their existing stock of Business Forms, they will ensure that any new Business Forms are clearly labeled “Debtors in Possession.” With respect to any Business Forms that exist or are generated electronically, the Debtors will ensure that such Business Forms are clearly labeled “Debtors in Possession.”

27. The Debtors should also be permitted to maintain their existing Books and Records rather than open a new set as required under the U.S. Trustee Guidelines. The Debtors use a sophisticated recordkeeping system that enables them to consolidate their Books and Records for financial reporting purposes while tracking operations and results of individual entities across their corporate structure. The continued use of the Debtors’ current Books and Records, therefore, will maximize efficiency and reduce administrative strain on the Debtors in these chapter 11 cases.

VII. Bank Accounts and Fees.

28. In the ordinary course of business, the Cash Management Banks charge, and the Debtors pay, honor, or allow from the appropriate Bank Account the deduction of periodic service charges, fees, costs, and expenses incurred in connection with maintenance of the Cash Management System in accordance with the applicable Cash Management Agreements (collectively, the “Bank Fees”). The due dates of such Bank Fees vary and are generally paid automatically daily, monthly, or quarterly. The Debtors incur approximately \$70,000 in the aggregate in Bank Fees each month under the Cash Management System to maintain the Debtor Bank Accounts. The Debtors estimate that they owe an aggregate of approximately \$25,000 in prepetition Bank Fees as of the Petition Date. To ensure the uninterrupted operations of their Cash Management System, the Debtors seek authority, but not direction, to continue paying Bank Fees, including any Bank Fees that accrued prior to the Petition Date, in the ordinary course on a postpetition basis, consistent with historical practice.

VIII. Intercompany Transactions.

29. In the ordinary course of business, the Debtors engage in routine cash and non-cash transfers, both with one another and with certain Non-Debtor Affiliates (the “Intercompany Transactions”). All Intercompany Transactions are conducted via manual account transfers among certain of the Collections and Operating Accounts and are recorded as intercompany receivables and payables (the “Intercompany Balances”).

30. ***The Gift Card Intercompany Transfers.*** In the ordinary course of business, Debtors Eddie Bauer Gift Card Services LLC and Eddie Bauer LLC engage in Intercompany Transactions (the “Gift Card Intercompany Transfers”) related to the Debtors’ gift card program. As discussed in greater detail in the Customer Programs Motion, the Debtors allow their customers to purchase prepaid, non-expiring gift cards in various denominations ranging from \$10 to \$500. Receipts from such sales are collected in the BofA account ending in 5746 owned by Debtor Eddie Bauer Gift Card Services LLC. On a periodic basis, the funds collected in such account are manually transferred to the Main U.S. Operating Account owned by Debtor Eddie Bauer LLC when the funds therein meet a certain threshold. The Debtors possess records of all Gift Card Intercompany Transfers made since 2021.

31. ***The U.S.-Canada Intercompany Transfers.*** In the ordinary course of business, Debtors Eddie Bauer LLC and Eddie Bauer of Canada Corporation engage in Intercompany Transactions (the “U.S.-Canada Intercompany Transfers”) to, among other things, ensure that the Debtors’ Canadian funding needs are adequately met and ensure that the Debtors’ Canadian operations continue uninterrupted.

32. The U.S.-Canada Intercompany Transfers take three forms. ***First***, Eddie Bauer LLC pays certain of Eddie Bauer of Canada Corporation’s ordinary course expenses that must be made in USD, such as payments to various vendors and suppliers. In such instances, Eddie Bauer

LLC makes the applicable payments on behalf of Eddie Bauer of Canada Corporation using funds that Eddie Bauer of Canada Corporation has manually transferred from the Canadian Operating Account to the Main U.S. Operating Account. Thereafter, Eddie Bauer LLC will make the applicable payments on behalf of Eddie Bauer of Canada Corporation. **Second**, in the ordinary course of business, Eddie Bauer LLC engages in Intercompany Transfers with Eddie Bauer of Canada Corporation to ensure Eddie Bauer of Canada Corporation has sufficient funds to satisfy payments to third parties that are regularly made in CAD. In such instances, Eddie Bauer LLC will exchange USD for CAD in an amount necessary to satisfy the applicable payments from the Main U.S. Operating Account to the Canadian Operating Account. Eddie Bauer LLC will then transfer the CAD to Eddie Bauer of Canada Corporation, before the funds are disbursed via the Canadian Disbursement Accounts. **Third**, Eddie Bauer LLC historically acquired substantially all inventory that the Debtors sell in both the United States and in Canada. To stock the Debtors' brick-and-mortar retail locations in Canada, Eddie Bauer LLC would regularly transfer inventory to Eddie Bauer of Canada Corporation before it was ultimately sold in Canada. Eddie Bauer LLC is no longer buying inventory to stock Eddie Bauer of Canada Corporation's Canadian brick-and-mortar stores. The Debtors possess records of all inventory transfers since 2021. Except for the ordinary course transfer of inventory from Eddie Bauer LLC to Eddie Bauer of Canada Corporation, all U.S.-Canada Intercompany Transfers are transfers of funds between the Main U.S. Operating Account and the Canadian Operating Account and between the Main U.S. Operating Account and the BofA account ending in 6431.

33. With respect to Eddie Bauer LLC's transfer of inventory to Eddie Bauer of Canada Corporation, in the ordinary course of business, (a) Eddie Bauer of Canada Corporation records an intercompany payable to Eddie Bauer LLC, and (b) Eddie Bauer LLC records an intercompany

receivable from Eddie Bauer of Canada Corporation. During periods in which the revenue collected from the Canadian Collection Accounts exceeds expenses paid via the Canadian Disbursement Accounts, Eddie Bauer of Canada Corporation will exchange the excess CAD for USD before transferring the USD to Eddie Bauer LLC, thereby paying down any accrued intercompany balance. Except for the stocking of Eddie Bauer of Canada Corporation's inventory by Eddie Bauer LLC, the Debtors will continue to make U.S.-Canada Intercompany Transfers postpetition to ensure Eddie Bauer of Canada Corporation remains adequately funded.

34. *The SPARC Intercompany Transfers.* Since 2021, in the ordinary course of business, the Debtors have participated in a shared services arrangement with their intermediate parent, non-Debtor Affiliate SPARC Group Holdings LLC, and non-Debtor Affiliate Catalyst Brands LLC (collectively with certain of their other non-Debtor Affiliates, "SPARC"). As part of the shared services arrangement, SPARC has historically (a) paid certain of the Debtors' expenses directly on the Debtors' behalf; (b) transferred funds to the Debtors on a weekly basis to finance certain of the Debtors' expenses ((a) and (b) together, the "Covered Expenses"); and (c) provided the Debtors certain management and administrative services (the "SPARC Management Services"). In the case of (a), SPARC directly pays for and manages many of the Debtors' administrative functions on the Debtors' behalf, including paying employee wages, negotiating and funding employee benefits, and procuring and paying for a comprehensive corporate insurance program. With respect to (b), SPARC remits funds to the Debtors on an as-needed basis to cover various expenses, such as the price of merchandise purchased from suppliers, that the Debtor entities typically pay for themselves. Finally, regarding (c), certain SPARC employees—many of whom have substantial industry expertise as retail executives—perform management and oversight functions for the Debtors. Historically, the Debtors have received an invoice allocation

from SPARC for a monthly management fee that compensates SPARC for the SPARC Management Services provided by Catalyst executives and other employees (such fee, the “Management Fee”). Additionally, in the ordinary course of business, the Debtors, after paying certain expenses directly to vendors and other third parties, have historically transferred excess funds generated by their operations, if any, to SPARC on a weekly basis via an Intercompany Transfer between the PNC account ending in 3604 maintained by Debtor Eddie Bauer LLC and the PNC account ending in 2524 maintained by non-Debtor Affiliate SPARC Group Holdings LLC (such transfers, the “SPARC Transfers,” and together with the Gift Card Intercompany Transfers and the U.S.-Canada Intercompany Transfers, the “Intercompany Transfers”).

35. Over the course of the approximately five-year period between SPARC’s acquisition of the Debtors in 2021 and the Petition Date, the SPARC Transfers from the Debtors to SPARC have consistently been lower than the total amount of Covered Expenses, even before accounting for the Management Fee. As a result, over time, the Debtors have accrued an intercompany payable to SPARC (the “SPARC Intercompany Payable”), which represents the difference between the Debtors’ accrued obligations to SPARC on account of the Covered Expenses and the Management Fee, on the one hand, and the aggregate funds that the Debtors have transferred to SPARC, on the other hand. As of the Petition Date, the SPARC Intercompany Payable totals approximately \$215 million. Prior to the Petition Date, SPARC determined to cease funding the Debtors’ operations, and the Debtors agreed to reimburse SPARC in cash for the Covered Expenses that SPARC continues to pay on the Debtors’ behalf. The Covered Expenses, the SPARC Transfers, and the SPARC Intercompany Payable are recorded in the Debtors’ centralized account system, monitored closely, and reconciled monthly.

36. The Debtors have benefited greatly from their shared services arrangement with SPARC. By paying directly or funding indirectly certain of the Debtors' operational expenses, including, among others, payroll expenses, insurance obligations, IT services, and marketing programs, SPARC has enabled the Debtors to preserve liquidity and meet obligations to third parties even amidst an ongoing acute liquidity shortage. The Debtors have also benefited from economies of scale and synergies across brands in the SPARC family. By outsourcing accounting and treasury management functions to SPARC, for example, personnel costs that the Debtors would otherwise have to bear alone are shared by the Debtors and other SPARC brands. In addition, the Debtors enjoy preferential pricing on certain goods and services negotiated by SPARC for the benefit of brands across the SPARC family. Finally, the shared services arrangement enables the Debtors to benefit from the operational expertise of SPARC leadership, who have substantial experience managing fashion brands similar to Eddie Bauer.

37. The Intercompany Transactions, including the Gift Card Intercompany Transfers, the U.S.-Canada Intercompany Transfers, and the SPARC Intercompany Transfers, are an essential component of the Debtors' operations and centralized Cash Management System. By facilitating timely payment of key Debtor expenses, including, but not limited to, payroll expenses and payments made to suppliers of merchandise, the Intercompany Transactions enable the Debtors to fulfill their obligations to critical third parties. Any interruption of the Intercompany Transactions would disrupt the Debtors' operations and could jeopardize the Debtors' ability to continue meeting their obligations in the ordinary course. The Intercompany Transactions will be tracked closely on a postpetition basis and remain subject to regular, ongoing review. Accordingly, any discrepancies will be addressed and reconciled, consistent with past practice. The Debtors therefore request (a) authority—and, to the extent applicable, relief from the automatic stay—to

engage in the Intercompany Transactions in the ordinary course of business on a postpetition basis; and (b) the granting of administrative expense status to all Intercompany Balances that arise after the Petition Date. Granting administrative expense status to postpetition Intercompany Balances owed to SPARC by the Debtors will ensure that SPARC continues to make payments on the Debtors' behalf to third parties that provide critical goods and services to the Debtors. Without the grant of administrative expense status to Intercompany Balances owed to SPARC by the Debtors, SPARC may stop making such payments, to the detriment of the Debtors' operations. Furthermore, granting administrative expense to Intercompany Balances owed by one Debtor to another will ensure that the Debtor entity that benefits from a payment made by another Debtor entity on its behalf bears ultimate repayment responsibility for the benefit received.

Basis for Relief Requested

I. Maintaining the Existing Cash Management System Is Essential to Maximizing the Value of the Debtors' Estates.

38. The Cash Management System constitutes an ordinary course and essential business practice of the Debtors. The Cash Management System provides material benefits to the Debtors including, among other things, the ability to control corporate funds, ensure the availability of funds when necessary, and reduce costs and administrative expenses by facilitating the movement of funds and developing timely and accurate account balance information. Thus, to ensure the stable operation of the Debtors' business and realize the benefits of the Cash Management System, the Debtors should be allowed to continue using the Cash Management System, including the Credit Card Program, and should not be required to open new bank accounts.

39. Pursuant to 28 U.S.C. § 586(a)(3) and the U.S. Trustee Guidelines, debtors in possession are required to, among other things: (a) close all existing bank accounts and open new debtor in possession accounts; (b) establish one debtor in possession bank account for all estate

monies required for the payment of taxes, including payroll taxes; (c) maintain a separate debtor in possession account for cash collateral; and (d) obtain checks that bear the designation “Debtor-in-Possession” and reference the bankruptcy case number and type of account on such checks (collectively, the “Accounting Requirements”). The Accounting Requirements are intended to provide a clear line of demarcation between prepetition and postpetition transactions and operations and to prevent the inadvertent payment of prepetition claims. Considering the breadth and complexity of the Debtors’ retail businesses and financial affairs and the sheer volume of collections, disbursements, and movement of funds through the Cash Management System on a daily basis, enforcement of the Accounting Requirements during these chapter 11 cases would severely disrupt the ordinary financial operations of the Debtors by reducing efficiencies and causing unnecessary expenses.

40. Notwithstanding the Accounting Requirements, the ability to continue the use of the Cash Management System, including the Credit Card Program, is permitted pursuant to section 363(c)(1) of the Bankruptcy Code, which authorizes a debtor in possession to “use property of the estate in the ordinary course of business without notice or a hearing.” 11 U.S.C. § 363(c)(1). Bankruptcy courts regularly treat requests for authority to continue using existing cash management systems as a relatively “simple matter[.]” *In re Baldwin-United Corp.*, 79 B.R. 321, 327 (Bankr. S.D. Ohio 1987). In addition, in granting such relief, courts recognize that an integrated cash management system “allows efficient utilization of cash resources and recognizes the impracticalities of maintaining separate cash accounts for the many different purposes that require cash.” *In re Columbia Gas Sys., Inc.*, 136 B.R. 930, 934 (Bankr. D. Del. 1992), *aff’d in relevant part*, 997 F.2d 1039, 1061 (3rd Cir. 1993). As a result, courts have concluded that the requirement to maintain all accounts separately “would be a huge administrative burden and

economically inefficient.” *Columbia Gas*, 997 F.2d at 1061; *see also Southmark Corp. v. Grosz (In re Southmark Corp.)*, 49 F.3d 1111, 1114 (5th Cir. 1995) (noting that debtor’s cash management system allowed it “to administer more efficiently and effectively its financial operations and assets”).

41. Requiring the Debtors to adopt a new, segmented cash management system during these chapter 11 cases would be expensive, burdensome, and unnecessarily disruptive to the Debtors’ operations. Importantly, the Cash Management System provides the Debtors with the ability to track and report the location and amount of funds, which, in turn, allows management to track and control such funds, ensure cash availability, and reduce administrative costs through a centralized method of coordinating the collection and movement of funds. Any disruption to the Cash Management System, including the Credit Card Program, could have a severe negative effect on the Debtors’ restructuring efforts.

42. By contrast, maintaining the current Cash Management System will facilitate the Debtors’ transition into chapter 11 by, among other things, minimizing delays in paying postpetition debts and mitigating administrative inefficiencies. The Debtors can distinguish between prepetition and postpetition obligations and payments without closing the Bank Accounts and opening new ones. Maintaining the current Cash Management System will also allow the Debtors’ treasury and accounting employees to focus on their daily responsibilities. With the protective measures that the Debtors and their advisers have put in place, the benefits of continuing the Cash Management System decidedly outweigh the costs.

43. As part of the requested relief, the Debtors also seek a waiver of the requirement to establish specific bank accounts for tax and payroll payments. As described in further detail in the

Taxes Motion¹⁴ and in the Wages Motion, respectively, most of the Debtors' tax and payroll obligations are Covered Expenses that are paid by SPARC. After the Petition Date, the Debtors will reimburse SPARC in cash for the Covered Expenses as they come due in the ordinary course of business via the SPARC Transfers described above, and the Debtors will keep accurate records of such transactions. Accordingly, the U.S. Trustee can adequately monitor the flow of funds into, among, and out of the accounts. Moreover, the creation of new debtor-in-possession accounts designated solely for tax and payroll obligations would be unnecessary and inefficient.

44. The Debtors further request the authority to continue to pay, honor, or deduct certain fees from the appropriate account, including the Bank Fees, Payment Processing Fees, and Transport Fees. The payment of these fees will minimize disruption to the Debtors' operations and is therefore in the best interests of their estates. Absent the payment of such fees, the Cash Management Banks, Payment Processors, and Security Providers may refuse to provide their respective services, assert setoff rights against the funds in the Bank Accounts, or freeze the Debtor Bank Accounts. Accordingly, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors seek authority, in their sole discretion, to continue to pay the Bank Fees, Payment Processing Fees, and Transport Fees, including any prepetition amounts related thereto, in the ordinary course of business.

45. For these reasons, cause exists to continue to allow the Debtors to use the existing Debtor Bank Accounts as described herein. The Debtors will work in good faith with the U.S. Trustee, however, to resolve any concerns regarding the continued use of these accounts on a postpetition basis.

¹⁴ The Debtors filed the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief* (the "Taxes Motion") contemporaneously herewith.

46. Courts in this district have regularly allowed debtors in large chapter 11 cases to maintain their existing cash management systems and such relief generally is non-controversial. *See, e.g., In re Multi-Color Corp.*, No. 26-10910 (MBK) (Bankr. D.N.J. Feb. 2, 2026) (authorizing debtors to continue using the cash management system maintained by the debtors prepetition on an interim basis); *In re Pretium Packaging, LLC*, No. 26-10896 (MEH) (Bankr. D.N.J. Jan. 30, 2026) (same); *STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Jan. 13, 2026) (same); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (authorizing debtors to continue using the cash management system maintained by the debtors prepetition on a final basis); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Feb. 29, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Dec. 22, 2023) (same); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Feb. 6, 2024) (same).¹⁵

II. Maintaining the Existing Cash Management System Will Not Harm Parties in Interest.

47. The Debtors' continued use of their Cash Management System will facilitate the Debtors' transition into chapter 11 by, among other things, avoiding administrative inefficiencies and expenses, avoiding the distraction associated with disrupting this system, and minimizing delays in the payment of postpetition obligations. Parties in interest will not be harmed by the Debtors' maintenance of their existing Cash Management System, including the maintenance of the Bank Accounts and the continuance of the Intercompany Transactions, because the Debtors have developed and implemented appropriate mechanisms to ensure that unauthorized payments will not be made on account of obligations incurred before the Petition Date. Specifically, as previously discussed, with the assistance of their advisors, the Debtors have implemented internal

¹⁵ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

control procedures that prohibit payments on account of prepetition debts without the prior approval of the Debtors' accounting department. In addition, all Cash Management Banks where the Debtors maintain Debtor Bank Accounts have been or are in the process of being advised not to honor checks, drafts, or other requests for payment issued prior to the Petition Date, except as otherwise expressly permitted by an order of the Court and as directed by the Debtors. Therefore, the goals of the U.S. Trustee Guidelines can be satisfied, and the Debtors' creditors will be protected without closing the Bank Accounts. In light of such protective measures, maintaining the Cash Management System is in the best interests of the Debtors' estates and stakeholders.

III. Authorizing the Debtors to Continue Using Debit, Wire, Credit Card, and ACH Payments Is Warranted.

48. The Debtors request that the Court grant further relief from any applicable guidelines to the extent they require the Debtors to make all disbursements by check. In the ordinary course of business, the Debtors conduct transactions through various methods, including, but not limited to, wires, ACH transactions, direct deposits, and other similar methods. If the Debtors' ability to conduct transactions by these methods is impaired, the Debtors may be unable to perform under certain contracts, and payments to vendors could be delayed, resulting in unnecessary disruption to their business operations and the incurrence of additional costs to their estates.

IV. The Court Should Authorize the Debtors to Continue Conducting Intercompany Transactions in the Ordinary Course and Grant Administrative Expense Status to Postpetition Intercompany Balances.

49. Intercompany Transactions are made between Debtors and Non-Debtor Affiliates and between Debtors in the ordinary course as part of the Cash Management System. At any given time, there may be Intercompany Balances between two Debtors or between a Debtor and a Non-Debtor Affiliate. The Debtors track all fund transfers in their accounting system and can ascertain,

trace, and account for all Intercompany Transactions previously described. The Debtors, moreover, will continue to maintain records of all Intercompany Transactions following the Petition Date, including all Gift Card Intercompany Transfers, U.S.-Canada Intercompany Transfers and SPARC Transfers.

50. If the Debtors were unable to continue the Intercompany Transactions, the Cash Management System and related administrative controls would be disrupted to the detriment of the Debtors and their estates. If the Debtors are unable to make such payments, employees, insurance providers, and taxing authorities, among other critical constituencies, may not receive timely payment from SPARC on account of their relationships with the Debtors and refuse to perform work on behalf of the Debtors or otherwise take actions that would disrupt the Debtors' ordinary course operations. Similarly, if the Debtors were unable to continue making the U.S.-Canada Intercompany Transfers in the ordinary course of business, the Debtors' Canadian operations could be deprived of the liquidity needed to maintain operations and satisfy obligations to third parties. These ordinary course transactions are an essential component of the Cash Management System and are in the best interests of the Debtors and other parties in interest, and granting the Debtors relief to continue the Intercompany Transactions is warranted under the circumstances.

51. The Debtors submit that postpetition Intercompany Transactions arising in the ordinary course are authorized as a matter of law pursuant to section 363(c)(1) of the Bankruptcy Code, and no additional relief is required. Out of an abundance of caution, however, the Debtors request authority to continue to enter into the Intercompany Transactions in the ordinary course of business and in accordance with the Interim Order and Final Order.

52. The Debtors also request that all postpetition payments or other transfers of cash between a Debtor and another Debtor or a Non-Debtor Affiliate on account of a postpetition Intercompany Transaction be accorded administrative expense status pursuant to sections 503(b)(1) and 364(b) of the Bankruptcy Code. This relief will ensure that each Debtor bears ultimate repayment responsibility for payments made by other Debtors and Non-Debtor Affiliates on its behalf. Without the assurance that Intercompany Balances will receive administrative expense status, Debtors and Non-Debtor Affiliates that provide benefits to a Debtor will not be assured repayment for the value given. The relief requested herein fairly balances the Debtors' need to facilitate the ordinary course operation of their business, minimize disruption, and preserve value, on the one hand, with their stakeholders' interest in transparency, on the other hand. The requested relief will also ensure that a Debtor's estate will not be unduly burdened by the cost of transfers.

53. Similar relief has been granted in other comparable multi-debtor chapter 11 cases in this district. *See, e.g., In re Multi-Color Corp.*, No. 26-10910 (MBK) (Bankr. D.N.J. Feb. 2, 2026) (authorizing the debtors to continue conducting intercompany transactions and granting administrative expense status to intercompany claims on an interim basis); *In re Pretium Packaging, LLC*, No. 26-10896 (MEH) (Bankr. D.N.J. Jan. 30, 2026) (same); *STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Jan. 13, 2026) (same); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (authorizing the debtors to continue conducting intercompany transactions and granting administrative expense status to intercompany claims on a final basis); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Feb. 29, 2024)

(same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Dec. 22, 2023) (same); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Feb. 6, 2024) (same).¹⁶

V. The Court Should Authorize the Debtors to Continue Using Existing Business Forms and Books and Records.

54. To avoid disruption of the Cash Management System and unnecessary expenses, the Debtors request authority to continue using the Business Forms and Books and Records substantially in the form existing immediately before the Petition Date, without reference to their status as debtors in possession.

55. Parties in interest will not be prejudiced by this relief. Parties doing business with the Debtors are highly likely to be aware of their status as debtors in possession. Changing Business Forms would thus be unnecessary and unduly burdensome. Further, once the Debtors have exhausted their existing stock of Business Forms, they will ensure that any new Business Forms are clearly labeled “Debtors in Possession.” With respect to any Business Forms that exist or are generated electronically, the Debtors will ensure that such electronic Business Forms are clearly labeled “Debtors in Possession.”

56. The Debtors should also be permitted to maintain their existing Books and Records rather than open a new set as required under the U.S. Trustee Guidelines. The Debtors use a sophisticated recordkeeping system that enables them to consolidate their Books and Records for financial reporting purposes while tracking operations and results of individual entities across their corporate structure. The continued use of the Debtors’ current Books and Records, therefore, will maximize efficiency and reduce administrative strain on the Debtors in these chapter 11 cases.

¹⁶ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors’ proposed counsel.

VI. Authorizing the Cash Management Banks to Continue to Maintain, Service, and Administer the Bank Accounts in the Ordinary Course of Business is Warranted.

57. As discussed above, strict implementation of the U.S. Trustee Guidelines would needlessly interrupt the Debtors' operations and impair the Debtors' efforts to preserve the value of their estates and carry out the aims of these chapter 11 cases in an efficient manner. Thus, the Debtors request that the Court authorize the Cash Management Banks to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course of business. In this regard, the Cash Management Banks should be authorized to receive, process, honor, and pay any and all checks, ACH transfers and other instructions, and drafts payable through, drawn, or directed on such Bank Accounts after the Petition Date by holders, makers, or other parties entitled to issue instructions with respect thereto. Notwithstanding the foregoing, any check, draft, or other notification that the Debtors advise the Cash Management Banks to have been drawn, issued, or otherwise presented before the Petition Date may be honored by the Cash Management Banks only to the extent authorized by order of the Court. If the Debtors' ability to conduct these transactions by these methods is impaired, the Debtors may be unable to timely perform under certain contracts, and payments to vendors, employees, and other critical stakeholders could be delayed, resulting in irreparable harm to the Debtors' estates.

58. The Debtors further request that the Court authorize the Cash Management Banks to accept and honor all representations from the Debtors as to which checks, drafts, wires, or ACH transfers should be honored or dishonored consistent with any order of the Court and governing law, whether such checks, drafts, wires, or ACH transfers are dated before or after the Petition Date. In addition, the Debtors request that, to the extent a bank honors a prepetition check or other item drawn on any account either: (a) at the direction of the Debtors; (b) in a good faith

belief that the Court has authorized such prepetition check or item to be honored; or (c) as a result of a mistake made despite the implementation of customary item handling procedures, such bank will not be deemed to be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item honored postpetition. Such relief is reasonable and appropriate because the Cash Management Banks are not in a position to independently verify or audit whether a particular item may be paid in accordance with a Court order or otherwise.

59. Moreover, the Debtors request that the Court authorize the Cash Management Banks to (a) continue to charge the Debtors the Bank Fees, as applicable, and (b) charge-back returned items to the Bank Accounts, whether such items are dated before, on, or subsequent to the Petition Date, in the ordinary course of business. Finally, the Debtors request that the Court authorize the Debtors to pay any Bank Fees, including prepetition amounts. If the Bank Fees are not paid in full in a timely manner, the Cash Management Banks may impose monetary penalties or even freeze the Bank Accounts, potentially jeopardizing the timely payment of expenses such as payroll and the cost of merchandise. By timely paying the Bank Fees, the Debtors can maintain their strong relationships with the Cash Management Banks and ensure funds continue to move through the Cash Management System uninterrupted.

60. Courts in this district have granted relief similar to the relief requested herein in other chapter 11 cases. *See, e.g., In re Multi-Color Corp.*, No. 26-10910 (MBK) (Bankr. D.N.J. Feb. 2, 2026) (authorizing debtors to maintain and administer bank accounts on an interim basis); *In re Pretium Packaging, LLC*, No. 26-10896 (MEH) (Bankr. D.N.J. Jan. 30, 2026) (same); *STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Jan. 13, 2026) (same); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (authorizing debtors to maintain and administer bank accounts on a final basis); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP)

(Bankr. D.N.J. Feb. 29, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Dec. 22, 2023) (same); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Feb. 6, 2024) (same).¹⁷

VII. Cause Exists to Waive the U.S. Trustee Guidelines Regarding Authorized Depositories on an Interim and Final Basis.

61. To the extent that the requirements of section 345 of the Bankruptcy Code are inconsistent, or otherwise conflict, with (a) the cash management practices under the Cash Management System or (b) any action taken by the Debtors in accordance with an order of this Court, the Debtors seek a waiver of the requirements of section 345 of the Bankruptcy Code to allow the Debtors to continue their existing cash management practices.

62. Section 345(a) of the Bankruptcy Code governs a debtor's cash deposits during a chapter 11 case and authorizes deposits of money of the estate, such as cash, as "will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment." 11 U.S.C. § 345(a). Although section 345(b) of the Bankruptcy Code generally requires that investments that are not "insured or guaranteed by the United States or by a department, agency or instrumentality of the United States or backed by the full faith and credit of the United States," be secured by a bond in favor of the United States, the court is permitted to dispense with this undertaking "for cause." 11 U.S.C. § 345(b).

63. In evaluating whether "cause" exists, courts have considered a number of factors such as:

- a. the sophistication of the debtor's business;
- b. the size of the debtor's business operations;

¹⁷ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

- c. the amount of the investments involved;
- d. the bank ratings (e.g., Moody's Investors Service, Inc. and Standard & Poor's Financial Services LLC) of the financial institutions where the debtor in possession funds are held;
- e. the complexity of the case;
- f. the safeguards in place within the debtor's own business for ensuring the safety of the funds;
- g. the debtor's ability to reorganize in the face of a failure of one or more of the financial institutions;
- h. the benefit to the debtor;
- i. the harm, if any, to the debtor;
- j. the harm, if any, to the estate; and
- k. the reasonableness of the debtor's request for relief from section 345(b) requirements in light of the overall circumstances of the case.

In re Service Merch. Co., Inc., 240 B.R. 894, 896 (Bankr. M.D. Tenn. 1999).

64. Cause exists to waive the requirements under section 345(b) of the Bankruptcy Code. While most of the Debtors' Bank Accounts (and all of the Debtors' United States Bank Accounts) are maintained at BofA, PNC, Wells Fargo, JPM, and U.S. Bank, each of which are Authorized Depositories, Scotiabank, which maintains the Canadian Bank Accounts, is not. Nevertheless, Scotiabank is well-capitalized, financially stable, and reputable. The Debtors can maintain their Bank Accounts at Scotiabank without jeopardizing any parties in interest. As more fully described in the First Day Declaration, the Debtors operate a commercially complex retail business with operations in both the United States and Canada. Accordingly, Scotiabank—one of the largest banks in Canada—is a natural and convenient choice for the Debtors to use to service their Canadian operations, since Scotiabank regularly deals in CAD and there are many Scotiabank branches near the Debtors' Canadian stores. Any effort to relocate the Scotiabank Bank Accounts

to Authorized Depositories would impose a material administrative burden on the Debtors' personnel and draw attention away from stabilizing the Debtors' ordinary course business operations—all for little (or no) tangible benefit. The Debtors' estates and creditors will not be harmed by the Debtors' maintenance of the status quo because of the established stability of Scotiabank. Furthermore, the Debtors will work in good faith with the U.S. Trustee to resolve any concerns regarding the continued use of these accounts on a postpetition basis.

65. For these reasons, cause exists for the Court to grant the Debtors (a) a sixty-day extension to come into compliance with section 345(b) of the Bankruptcy Code, without prejudice to the Debtors' right to seek an additional extension pursuant to the Interim Order, and (b) a full waiver of the requirements set forth in section 345(b) of the Bankruptcy Code pursuant to the Final Order. Granting such relief will allow the Debtors to continue utilizing the existing Bank Accounts and will inure to the benefit of all stakeholders.

The Requirements of Bankruptcy Rule 6003(a) Are Satisfied

66. Bankruptcy Rule 6003(a) empowers a court to grant certain relief within the first twenty-one days after the Petition Date to the extent that such “relief is needed to avoid immediate and irreparable harm.” Fed. R. Bankr. P. 6003(a). As set forth in this Motion, an immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations. Failure to receive the requested relief during the first twenty-one days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture and cause immediate and irreparable harm. The requested relief is necessary for the Debtors to operate their business in the ordinary course, preserve the ongoing value of their operations, and maximize the value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is “needed to avoid immediate and irreparable harm,” as contemplated by Bankruptcy Rule 6003(a), and the Court should grant the requested relief.

Waiver of Bankruptcy Rules 6004(a) and 6004(h)

67. The Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the fourteen-day stay period under Bankruptcy Rule 6004(h).

Modification of Bankruptcy Rule 2002(a)(2)

68. The Debtors request that the Court, for cause, modify the service requirements set forth in Bankruptcy Rule 2002(a)(2) to limit service of this Motion only to the core service list and affected creditors. In light of the breadth and complexity of the Debtors' business, serving the Motion on all creditors, even those that are unaffected by the relief sought herein, would cause unnecessary confusion and expense to the detriment of all stakeholders. Accordingly, sufficient cause exists under Bankruptcy Rule 2002(a)(2) to modify the service requirements for this Motion.

The Processing of Checks and Electronic Fund Transfers Should Be Authorized

69. The Debtors will have sufficient funds to pay the amounts described herein in the ordinary course of business by virtue of expected cash flows from ongoing business operations. Under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors do not believe that checks or wire transfer requests that are unrelated to authorized payments will be honored inadvertently. Therefore, the Debtors request that the Court authorize all applicable financial institutions, when the Debtors request, to receive, process, honor, and pay all checks or wire transfer requests in respect of the relief requested herein.

Reservation of Rights

70. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended

or should be construed as: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien (contractual, common law, statutory, or otherwise) on, security interest in, or other encumbrance on property of the Debtors' estates and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (g) a waiver or limitation of the Debtors' or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof of claim.

No Prior Request

71. No prior request for the relief sought in this Motion has been made to this Court or any other court.

Notice

72. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the U.S. Trustee for the District of New Jersey; (b) the holders of the thirty largest unsecured claims against the Debtors (on a consolidated basis); (c) the state attorneys general for the states in which the Debtors conduct business; (d) the United States Attorney's Office for the District of New Jersey; (e) the Internal Revenue Service; (f) Otterbourg P.C., counsel

to the Prepetition ABL Administrative Agent; (g) Ropes & Gray LLP, counsel to the Consenting Prepetition Term Loan Agent; (h) Choate, Hall & Stewart LLP, counsel to the Prepetition Subordinated Loan Agent; (i) the Cash Management Banks; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[Remainder of Page Intentionally Left Blank.]

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

COLE SCHOTZ P.C.

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

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

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Joshua A. Sussberg, P.C. (*pro hac vice* pending)
Matthew C. Fagen, P.C. (*pro hac vice* pending)
Oliver Paré (*pro hac vice* pending)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
joshua.sussberg@kirkland.com
matthew.fagen@kirkland.com
oliver.pare@kirkland.com

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

Exhibit A

Proposed Interim Order

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

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

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Joshua A. Sussberg, P.C. (*pro hac vice* pending)

Matthew C. Fagen, P.C. (*pro hac vice* pending)

Oliver Paré (*pro hac vice* pending)

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

joshua.sussberg@kirkland.com

matthew.fagen@kirkland.com

oliver.pare@kirkland.com

-and-

COLE SCHOTZ P.C.

Michael D. Sirota, Esq.

Warren A. Usatine, Esq.

Felice R. Yudkin, Esq.

Court Plaza North, 25 Main Street

Hackensack, New Jersey 07601

Telephone: (201) 489-3000

msirota@coleschotz.com

wusatine@coleschotz.com

fyudkin@coleschotz.com

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

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 TO (A) CONTINUE USING THE CASH MANAGEMENT SYSTEM, (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO, AND (C) MAINTAIN EXISTING DEBTOR BANK ACCOUNTS, BUSINESS FORMS, AND BOOKS AND RECORDS; (II) AUTHORIZING THE DEBTORS TO CONTINUE TO PERFORM INTERCOMPANY TRANSACTIONS; (III) WAIVING CERTAIN U.S. TRUSTEE REQUIREMENTS; AND (IV) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through sixteen (16), is
ORDERED.

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief

Upon the Debtors' motion (the "Motion")² for entry of an interim order (this "Interim Order"): (a) authorizing, but not directing, the Debtors to (i) operate their cash management system, (ii) honor certain prepetition obligations related thereto, and (iii) maintain existing bank accounts, business forms, and books and records; (b) authorizing, but not directing, the Debtors to continue to perform intercompany transactions; (c) granting the Debtors (i) an interim extension to comply with the deposit and investment requirements set forth in section 345(b) of the Bankruptcy Code pursuant to the Interim Order and (ii) a subsequent waiver thereof pursuant to the Final Order; (d) scheduling a final hearing to consider approval of the Motion on a final basis; and (e) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final 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

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

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

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

1. The Motion is **GRANTED** on an interim basis as set forth herein.
2. Any objections to the entry of this Interim Order, to the extent not withdrawn or settled, are overruled.
3. The final 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) Office of the United States Trustee for the District of New Jersey, Attn.: Fran B. Steele (fran.b.steele@usdoj.gov), Lauren Bielskie (lauren.bielskie@usdoj.gov), and David Gerardi (david.gerardi@usdoj.gov), One Newark Center, Suite 2100 Newark, New Jersey 07102; and (c) if

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief

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

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief

the Petition Date, without the need to comply with certain guidelines relating to bank accounts set forth in the U.S. Trustee Guidelines requiring the opening of separate debtor in possession accounts; (f) treat the Debtor Bank Accounts for all purposes as debtor-in-possession accounts; (g) deposit funds in and withdraw funds from the Debtor Bank Accounts in the ordinary course and by all usual means, including checks, wire transfers, ACH transfers, other debits, or electronic means; (h) pay the Payment Processing Fees and Transport Fees in the ordinary course of business, and (i) pay any ordinary course Bank Fees and charges incurred in connection with the Debtor Bank Accounts and treasury management services, in each case irrespective of whether such fees arose prior to the Petition Date, and to otherwise perform their obligations under the Cash Management Agreements; *provided* that in each case (a) through (i) such action is taken in the ordinary course of business and consistent with historical practices. Any fees, costs, charges, expenses, charge backs, or other reimbursement or payment obligations that are not paid in accordance herewith, or the Cash Management Agreements, are hereby afforded priority as administrative expenses pursuant to section 503(b)(1) of the Bankruptcy Code. Notwithstanding the foregoing, once the Debtors' existing stock of Business Forms have been used, the Debtors shall, when reordering (or with respect to checks or other Business Forms the Debtors or their agents print themselves), require or print as applicable, the designation "Debtors in Possession" and the corresponding lead bankruptcy case number on all such items. Further, within fourteen (14) calendar days of the entry of this Interim Order, the Debtors will update any electronically

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief

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

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

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

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief

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

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

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

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief

9. Subject to the terms of the applicable Cash Management Agreement and the terms of this Interim Order, the Debtors are authorized, but not directed, to (a) implement changes to the Cash Management System and procedures in the ordinary course of business, including, without limitation, by, subject to the Approved Budget (as defined in the Cash Collateral Order¹) and Cash Collateral Order, reimbursing SPARC in cash on a postpetition basis for the Covered Expenses that SPARC pays on the Debtors' behalf, and (b) open any new bank accounts or close any existing Debtor Bank Accounts, and entering into any ancillary agreements, including deposit account control agreements, related to the foregoing, as they may deem necessary and appropriate in their sole discretion; *provided* that the Debtors give two (2) business days' prior notice thereof to Otterbourg P.C., counsel to the Prepetition ABL Administrative Agent, Ropes & Gray LLP, counsel to the Prepetition Term Loan Agent, Choate, Hall & Stewart LLP, counsel to the Prepetition Subordinated Loan Agent, the U.S. Trustee, and any statutory committee appointed in these chapter 11 cases; *provided, further*, that any such new bank account opened by the Debtors shall be established at an institution that is (a) party to a Uniform Depository Agreement with the U.S. Trustee for Region 3 or is willing to immediately execute a Uniform Depository Agreement or (b) bound by the terms of this Interim Order. The relief granted in this Interim Order is extended

¹ *Interim Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the "Interim Cash Collateral Order"), and *Final Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* (the "Final Cash Collateral Order," and together with the Interim Cash Collateral Order, the "Cash Collateral Order").

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief

to any new bank account opened by the Debtors in the ordinary course of business after the date hereof, which account shall be deemed a “Debtor Bank Account,” and to the bank at which such account is opened, which bank shall be deemed a “Cash Management Bank.” The opening or closing of a bank account shall be timely indicated on the Debtors’ monthly operating reports. Any new debtor-in-possession bank account must bear the designation “Debtor in Possession” and designated as “Debtor in Possession” account with the case number. The U.S. Trustee and counsel to any statutory committee that may be appointed in these chapter 11 cases shall have fourteen days from the receipt of such notice to file any objection with regard to the opening or closing of a bank account, or such later date as may be extended by the Court or agreed to between the parties, as applicable.

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

11. Any bank, including the Cash Management Banks, may rely upon the representations of the Debtors, without any duty to inquire otherwise, with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of a good-faith mistake made despite the implementation of

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief

reasonable customary handling procedures, shall be deemed to be nor shall be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Interim Order. Notwithstanding the foregoing in this paragraph 10, the Cash Management Banks maintaining any of the Debtor Bank Accounts shall not honor or pay any bank payments drawn on the Debtor Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue timely stop payment orders in accordance with the Cash Management Agreements, *provided*, however, that the Cash Management Banks shall not be liable to the Debtors, their estates, or any other party on account of any payments following a timely stop payment order as a result of a good-faith mistake by the Cash Management Bank despite the implementation of reasonable customary handling procedures.

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

13. The Debtors are further authorized, but not directed, on an interim basis, to maintain the Credit Card Program and merchant services provided by the Cash Management Banks, including without limitation PNC and PNC Merchant Services, or any other corporate credit card provider, and the Debtors shall honor all prepetition and postpetition obligations arising in connection with the programs and services maintained by the Debtors and pay or reimburse any ordinary course amounts owed in connection therewith, including amounts for any fees, charges,

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief

refunds, chargebacks, reserves and other amounts due and owing from the Debtors to the providers of the Corporate Cards, Credit Cards or merchant services, and the Cash Management Banks providing such programs and services are authorized to receive or obtain payment for such obligations, as provided under, and in the manner set forth in, the applicable Cash Management Agreement governing such program or service.

14. Subject to the Cash Collateral Order and the Cash Management Agreements, the Debtors are authorized to honor their obligations with respect to Intercompany Transactions and to continue engaging in Intercompany Transactions (including with Non-Debtor Affiliates), in the ordinary course of business on a postpetition basis. For the avoidance of doubt, the Debtors are also authorized to continue Intercompany Transactions arising from or related to the operation of their business, including Intercompany Transactions with Non-Debtor Affiliates in the ordinary course of business, subject to, and in accordance with, the Approved Budget (as defined in the Cash Collateral Order), and the Cash Collateral Order.

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

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief

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

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

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

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief

19. With respect to Debtor Bank Accounts at Cash Management Banks that are party to a Uniform Depository Agreement with the U.S. Trustee for Region 3, within five (5) calendar days of entry of this Interim Order, the Debtors shall (a) contact each Cash Management Bank; (b) provide each Cash Management Bank with the Debtors' federal employer identification number (if any) and the case number of these chapter 11 cases; and (c) identify each of the Debtor Bank Accounts held at such Cash Management Bank as being held by a debtor in possession in a bankruptcy case, request such Cash Management Bank to code each such Debtor Bank Account as a "debtor in possession" account, and provide the applicable bankruptcy case number.

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

21. Except as specifically set forth in this Interim Order, 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

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief

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

22. Subject to the terms of the Cash Collateral Order, or further order of the Court, the Debtors are authorized, but not directed, on an interim basis, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

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

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

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

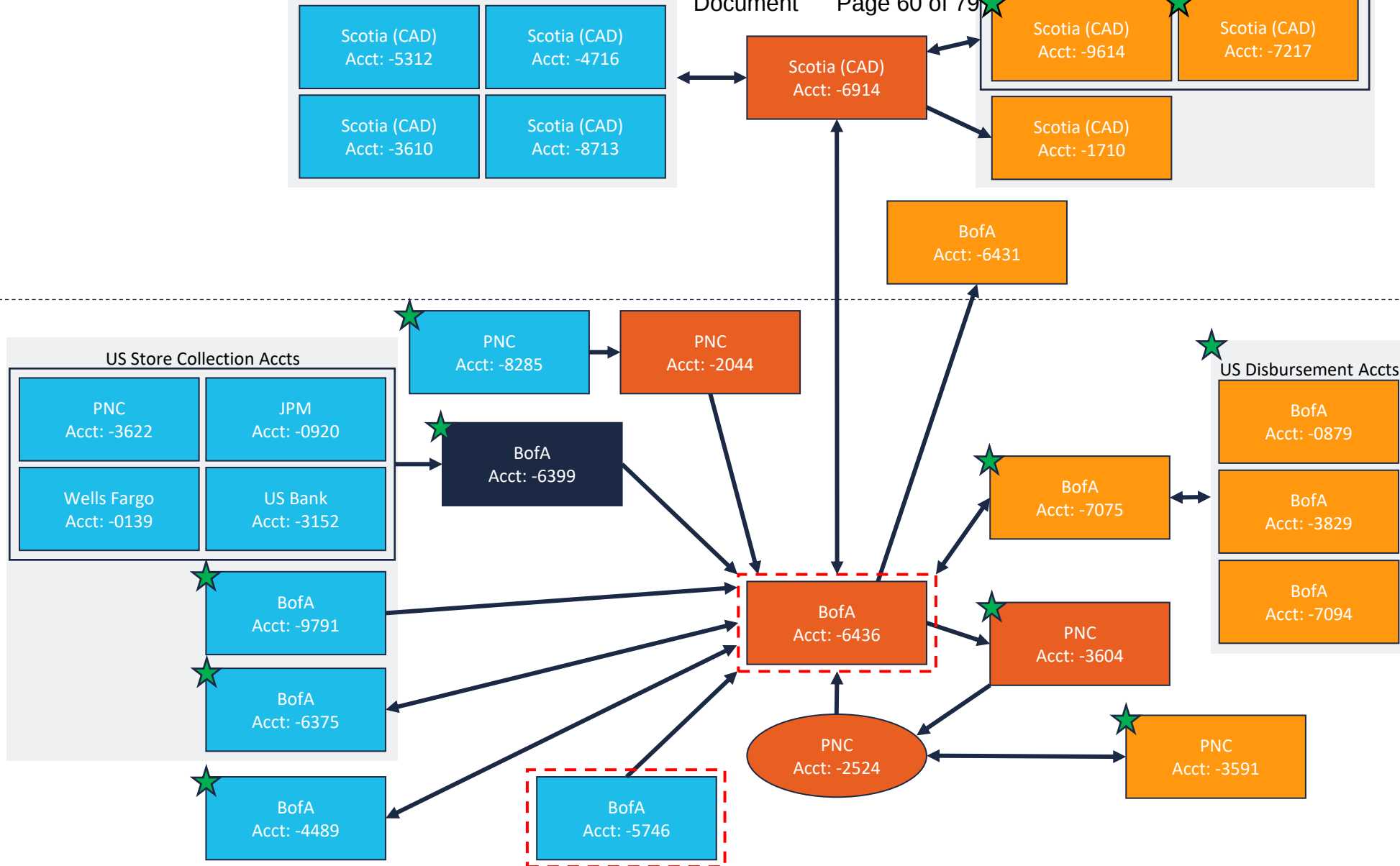
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief

25. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(a).
26. 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.
27. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.
28. Within two (2) business days from the entry of this Interim Order, the Debtors shall (i) serve by e-mail (if available) or by regular mail (if e-mail is unavailable) a copy of this Interim Order and the Motion to each Cash Management Bank and all other parties required to receive such service pursuant to Bankruptcy Local Rule 9013-5(f), and (ii) request that each Cash Management Bank internally code each of the Debtor Bank Accounts as “debtor in possession” accounts.
29. Any party may move for modification of this Interim Order in accordance with Bankruptcy Local Rule 9013-5(e).
30. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

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Exhibit 1

Cash Management System Schematic



Legend

Collections

Concentration

Operating

Disbursement

Dormant

Adequate
Assurance

Subject to DACA

Non-Debtor

Note: This schematic does not include store level depository sub-accounts, all accounts hold USD unless otherwise specified

Exhibit 2

Bank Accounts

Entity	Bank	Location	Currency	Account Type	Account No. (last four digits)
Eddie Bauer of Canada Corp	Scotiabank	Canada	CAD	Collections	5312
Eddie Bauer of Canada Corp	Scotiabank	Canada	CAD	Collections	3610
Eddie Bauer of Canada Corp	Scotiabank	Canada	CAD	Collections	4716
Eddie Bauer of Canada Corp	Scotiabank	Canada	CAD	Collections	8713
Eddie Bauer of Canada Corp	Scotiabank	Canada	CAD	Operating	6914
Eddie Bauer of Canada Corp	Scotiabank	Canada	CAD	Disbursement	9614
Eddie Bauer of Canada Corp	Scotiabank	Canada	CAD	Disbursement	1710
Eddie Bauer of Canada Corp	Scotiabank	Canada	CAD	Disbursement	7217
Eddie Bauer of Canada Corp	Scotiabank	Canada	CAD	Dormant	8118
Eddie Bauer of Canada Corp	Bank of America	United States	USD	Disbursement	6431
13051269 Canada Inc.	Bank of America	United States	USD	Adequate Assurance	4404
Eddie Bauer LLC	PNC	United States	USD	Collections	3622
Eddie Bauer LLC	Wells Fargo	United States	USD	Collections	0139
Eddie Bauer LLC	JPMorgan	United States	USD	Collections	0920
Eddie Bauer LLC	US Bank	United States	USD	Collections	3152
Eddie Bauer LLC	Bank of America	United States	USD	Collections	9791
Eddie Bauer LLC	Bank of America	United States	USD	Collections	6375
Eddie Bauer LLC	Bank of America	United States	USD	Collections	4489
Eddie Bauer LLC	PNC	United States	USD	Collections	8285
Eddie Bauer LLC	PNC	United States	USD	Operating	2044
Eddie Bauer LLC	Bank of America	United States	USD	Concentration	6399

Entity	Bank	Location	Currency	Account Type	Account No. (last four digits)
Eddie Bauer LLC	Bank of America	United States	USD	Operating	6436
Eddie Bauer LLC	Bank of America	United States	USD	Disbursement	7075
Eddie Bauer LLC	Bank of America	United States	USD	Disbursement	0879
Eddie Bauer LLC	Bank of America	United States	USD	Disbursement	3829
Eddie Bauer LLC	Bank of America	United States	USD	Disbursement	7094
Eddie Bauer LLC	PNC	United States	USD	Operating	3604
Eddie Bauer LLC	PNC	United States	USD	Disbursement	3591
Eddie Bauer LLC	Bank of America	United States	USD	Dormant	7099
Eddie Bauer LLC	PNC	United States	USD	Dormant	3583
Eddie Bauer Gift Card Services	Bank of America	United States	USD	Collections	5746

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

Joshua A. Sussberg, P.C. (*pro hac vice* pending)

Matthew C. Fagen, P.C. (*pro hac vice* pending)

Oliver Paré (*pro hac vice* pending)

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

joshua.sussberg@kirkland.com

matthew.fagen@kirkland.com

oliver.pare@kirkland.com

-and-

COLE SCHOTZ P.C.

Michael D. Sirota, Esq.

Warren A. Usatine, Esq.

Felice R. Yudkin, Esq.

Court Plaza North, 25 Main Street

Hackensack, New Jersey 07601

Telephone: (201) 489-3000

msirota@coleschotz.com

wusatine@coleschotz.com

fyudkin@coleschotz.com

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

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 TO
(A) CONTINUE USING THE CASH MANAGEMENT SYSTEM, (B) HONOR
CERTAIN PREPETITION OBLIGATIONS RELATED THERETO, AND
(C) MAINTAIN EXISTING DEBTOR BANK ACCOUNTS, BUSINESS FORMS,
AND BOOKS AND RECORDS; (II) AUTHORIZING THE DEBTORS TO CONTINUE
TO PERFORM INTERCOMPANY TRANSACTIONS; (III) WAIVING CERTAIN
U.S. TRUSTEE REQUIREMENTS; AND (IV) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through fifteen (15), is
ORDERED.

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief

Upon the Debtors' motion (the "Motion")² for entry of a final order (this "Final Order"):

(a) authorizing, but not directing, the Debtors to (i) operate their cash management system, (ii) honor certain prepetition obligations related thereto, and (iii) maintain existing bank accounts, business forms, and books and records; (b) authorizing, but not directing, the Debtors to continue to perform intercompany transactions; (c) granting the Debtors (i) an interim extension to comply with the deposit and investment requirements set forth in section 345(b) of the Bankruptcy Code pursuant to the Interim Order and (ii) a subsequent waiver thereof pursuant to the Final Order; and (d) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief

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

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

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

1. The Motion is **GRANTED** on a final basis as set forth herein.
2. Any objections to the entry of this Final Order, to the extent not withdrawn or settled, are overruled.
3. The Debtors are authorized, but not directed, in the ordinary course of business, to:
 - (a) continue using the Cash Management System, substantially as set forth in the Motion and on **Exhibit 1** attached to the Interim Order, in accordance with, and subject to the terms and conditions of the Cash Management Agreements; (b) use, in their present form, all preprinted correspondence, Business Forms, checks, and Books and Records, *provided*, that once all of the Debtors’ existing checks have been exhausted, the Debtors shall, when reordering checks, require the designation “Debtors in Possession” and the above-captioned case number to be printed on all checks; *provided, further*, that, with respect to electronic checks or checks that the Debtors and their agents print themselves, the Debtors shall begin printing the “Debtor in Possession” legend and corresponding above-captioned case number on such checks within twenty-one days of the entry of this Final Order; (c) honor any prepetition obligations related to the Cash Management System

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

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in the ordinary course of business; (d) continue to perform Intercompany Transactions in the ordinary course of business and to treat postpetition Intercompany Balances in a manner consistent with this Court's grant of administrative expense status thereto; (e) maintain all existing Debtor Bank Accounts, including, but not limited to, the Debtor Bank Accounts identified on **Exhibit 2** attached to the Interim Order, in the names and with the account numbers existing immediately before the Petition Date, without the need to comply with certain guidelines relating to bank accounts set forth in the U.S. Trustee Guidelines requiring the opening of separate debtor in possession accounts; (f) treat the Debtor Bank Accounts for all purposes as debtor-in-possession accounts; (g) deposit funds in and withdraw funds from the Debtor Bank Accounts in the ordinary course and by all usual means, including checks, wire transfers, ACH transfers, other debits, or electronic means; (h) pay the Payment Processing Fees and Transport Fees in the ordinary course of business, and (i) pay any ordinary course Bank Fees and charges incurred in connection with the Debtor Bank Accounts and treasury management services, in each case irrespective of whether such fees arose prior to the Petition Date, and to otherwise perform their obligations under the Cash Management Agreements; *provided* that in each case (a) through (i) such action is taken in the ordinary course of business and consistent with historical practices. Any fees, costs, charges, expenses, charge backs, or other reimbursement or payment obligations that are not paid in accordance herewith, or the Cash Management Agreements, are hereby afforded priority as administrative expenses pursuant to section 503(b)(1) of the Bankruptcy Code. Notwithstanding

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

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the foregoing, once the Debtors' existing stock of Business Forms have been used, the Debtors shall, when reordering (or with respect to checks or other Business Forms the Debtors or their agents print themselves), require or print as applicable, the designation "Debtors in Possession" and the corresponding lead bankruptcy case number on all such items. Further, within fourteen (14) calendar days of the entry of this Final Order, the Debtors will update any electronically produced checks to reflect their status as debtors in possession and to include the corresponding lead bankruptcy case number.

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

5. The Cash Management Banks are authorized, but not directed, to debit the Debtor Bank Accounts in the ordinary course of business without the need for further order of this Court for: (a) all checks and other payment orders drawn on the Debtor Bank Accounts which are cashed

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

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at such Cash Management Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (b) all checks, ACH transaction funds, wire transfers, or other items deposited in one of the Debtor Bank Accounts with such Cash Management Bank prior to, on, or after the Petition Date that have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith; (c) all prepetition amounts outstanding as of the date hereof, if any, owed to any Cash Management Bank as service charges for the maintenance of the Cash Management System; and (d) any payments in connection with the Cash Management System owed on or after the Petition Date (including with respect to "netting" or setoffs, and the automatic stay under Bankruptcy Code section 362(a) is lifted to the extent necessary to allow the Cash Management Banks to effectuate such "netting" or setoffs).

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

7. The Cash Management Agreements existing between the Debtors and the Cash Management Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Cash Management Banks, and all of the provisions of such agreements, including, without limitation, the termination, fee provisions, rights, benefits, collateral, offset rights, and remedies afforded under such agreements shall remain in full force

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief

and effect absent further order of the Court. Either the Debtors or the Cash Management Banks may, without further order of this Court, implement changes to the Cash Management System and cash management procedures in the ordinary course of business, as may be permitted pursuant to the terms and conditions of the applicable Cash Management Agreement governing the Debtor Bank Accounts, including, without limitation, the opening and closing of bank accounts, subject to the notice requirements set forth in this Final Order.

8. Subject to the terms of the applicable Cash Management Agreement and the terms of this Final Order, the Debtors are authorized, but not directed, to (a) implement changes to the Cash Management System and procedures in the ordinary course of business, including, without limitation, by, subject to the Approved Budget (as defined in the Cash Collateral Order¹) and Cash Collateral Order, reimbursing SPARC in cash on a postpetition basis for the Covered Expenses that SPARC pays on the Debtors' behalf, and (b) open any new bank accounts or close any existing Debtor Bank Accounts, and entering into any ancillary agreements, including deposit account control agreements, related to the foregoing, as they may deem necessary and appropriate in their sole discretion; *provided* that the Debtors give two (2) business days' prior notice thereof to

¹ *Interim Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the "Interim Cash Collateral Order"), and *Final Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Secured Parties, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* (the "Final Cash Collateral Order," and together with the Interim Cash Collateral Order, the "Cash Collateral Order").

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Debtors: EDDIE BAUER LLC, *et al.*

Case No. 26-11422 (SLM)

Caption of Order: Final Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief

Otterbourg P.C., counsel to the Prepetition ABL Administrative Agent, Ropes & Gray LLP, counsel to the Prepetition Term Loan Agent, Choate, Hall & Stewart LLP, counsel to the Prepetition Subordinated Loan Agent, the U.S. Trustee, and any statutory committee appointed in these chapter 11 cases; *provided, further*, that any such new bank account opened by the Debtors shall be established at an institution that is (a) party to a Uniform Depository Agreement with the U.S. Trustee for Region 3 or is willing to immediately execute a Uniform Depository Agreement or (b) bound by the terms of this Final Order. The relief granted in this Final Order is extended to any new bank account opened by the Debtors in the ordinary course of business after the date hereof, which account shall be deemed a “Debtor Bank Account,” and to the bank at which such account is opened, which bank shall be deemed a “Cash Management Bank.” The opening or closing of a bank account shall be timely indicated on the Debtors’ monthly operating reports. Any new debtor-in-possession bank account must bear the designation “Debtor in Possession” and designated as “Debtor in Possession” account with the case number. The U.S. Trustee and counsel to any statutory committee that may be appointed in these chapter 11 cases shall have fourteen days from the receipt of such notice to file any objection with regard to the opening or closing of a bank account, or such later date as may be extended by the Court or agreed to between the parties, as applicable.

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

10. Any bank, including the Cash Management Banks, may rely upon the representations of the Debtors, without any duty to inquire otherwise, with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Final Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of a good-faith mistake made despite the implementation of reasonable customary handling procedures, shall be deemed to be nor shall be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Final Order. Notwithstanding the foregoing in this paragraph 10, the Cash Management Banks maintaining any of the Debtor Bank Accounts shall not honor or pay any bank payments drawn on the Debtor Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue timely stop payment orders in accordance with the Cash Management Agreements, *provided*, however, that the Cash Management Banks shall not be liable to the Debtors, their estates, or any other party on account of any payments following a timely stop payment order as a result of a good-faith mistake

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by the Cash Management Bank despite the implementation of reasonable customary handling procedures.

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

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

13. Subject to the Cash Collateral Order and the Cash Management Agreements, the Debtors are authorized to honor their obligations with respect to Intercompany Transactions and to continue engaging in Intercompany Transactions (including with Non-Debtor Affiliates), in the

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ordinary course of business on a postpetition basis. For the avoidance of doubt, the Debtors are also authorized to continue Intercompany Transactions arising from or related to the operation of their business, including Intercompany Transactions with Non-Debtor Affiliates in the ordinary course of business, subject to, and in accordance with, the Approved Budget (as defined in the Cash Collateral Order), and the Cash Collateral Order.

14. All Intercompany Balances arising after the Petition Date as a result of Intercompany Transactions and transfers in the ordinary course of business shall be accorded administrative expense status in accordance with section 503(b) of the Bankruptcy Code; *provided, however*, that subject to entry of the Final Order, nothing herein shall limit or be construed to limit the Debtors' ability to reconcile amounts owed between and among any Debtors, including netting and setting off obligations arising from Intercompany Transaction, whether arising prepetition or postpetition, in the ordinary course of business, as determined by the applicable Debtor.

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

16. Nothing contained in the Motion or this Final Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of

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the Petition Date or (b) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien or setoff right, in favor of any person or entity, that existed as of the Petition Date.

17. To the extent the Bank Accounts existing as of the Petition Date are not in compliance with section 345(b) of the Bankruptcy Code or any provision of the U.S. Trustee Guidelines, the requirements of section 345(b) of the Bankruptcy Code and the U.S. Trustee Guidelines are hereby waived.

18. With respect to Debtor Bank Accounts at Cash Management Banks that are party to a Uniform Depository Agreement with the U.S. Trustee for Region 3, within five (5) calendar days of entry of this Final Order, the Debtors shall (a) contact each Cash Management Bank; (b) provide each Cash Management Bank with the Debtors' federal employer identification number (if any) and the case number of these chapter 11 cases; and (c) identify each of the Debtor Bank Accounts held at such Cash Management Bank as being held by a debtor in possession in a bankruptcy case, request such Cash Management Bank to code each such Debtor Bank Account as a "debtor in possession" account, and provide the applicable bankruptcy case number.

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

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

21. Subject to the terms of the Cash Collateral Order, or further order of the Court, the Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund

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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.

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

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

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

25. 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.

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

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