

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.
JUSTICE CAMPBELL

) WEDNESDAY, THE 22ND
)
) DAY OF JULY, 2009

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
EDDIE BAUER OF CANADA, INC. AND EDDIE BAUER CUSTOMER SERVICES INC.**



Applicants

CLAIMS PROCEDURE ORDER

THIS MOTION, made by Eddie Bauer of Canada, Inc. and Eddie Bauer Customer Services Inc. (the "Applicants"), for an Order substantially in the form included in the Applicants' Motion Record was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the Third Report of RSM Richter Inc. (the "Monitor") dated July 16, 2009, and on hearing the submissions of counsel for the Applicants and the Monitor, no one appearing for the other parties served with the Applicants' Motion Record dated July 16, 2009, although duly served as appears from the affidavit of service of Nikki Wilson sworn July 16, 2009, filed:

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record filed by the Applicants in support of this Motion be and it is hereby abridged such that the Motion is properly returnable today.

MONITOR'S ROLE

2. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA (as hereinafter defined) and under the Initial Order of this Court dated June 17, 2009 as amended or varied from time to time (the "Initial Order"), is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Order.
3. THIS COURT ORDERS that the Applicants shall be entitled to participate fully with the Monitor in the claims review process set out below and shall provide access to the Monitor to such books and records of the Applicants as the Monitor may reasonably request in carrying out its duties under this Order.

THE CLAIMS PROCESS

4. The following terms shall have the following meanings ascribed thereto:
 - (a) "Business Day" means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;
 - (b) "CCAA" means *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
 - (c) "Claim" means:

(i) any right of any Person against the Applicants in connection with any indebtedness, liability or obligation of any kind of the Applicants, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, or unknown, by guarantee, surety or otherwise and whether or not such right is executory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts existing on or prior to the Claims Bar Date or which would have been claims provable in bankruptcy had the Applicants become bankrupt on the Claims Bar Date, including without limitation, any indebtedness, liability or obligation of any kind arising out of the restructuring, termination, repudiation or disclaimer of any lease, contract, employment agreement or other agreement after the Filing Date to and including the Claims Bar Date; and

(ii) any right of any Person against the Directors and Officers of the Applicants that relates to the Claims for which the Directors and Officers of the Applicants are by law liable to pay in their capacity as directors,

provided however, that "Claim" shall not include an Excluded Claim;

(d) "Claims Bar Date" means 4:00 p.m. (Eastern Daylight Time) on September 21, 2009, or such later date as may be ordered by the Court;

- (e) "Claims Officer" means Mr. Andrew M. Diamond;
- (f) "Court" means the Ontario Superior Court of Justice (Commercial List);
- (g) "Creditor" means any Person having a Claim;
- (h) "Creditors' Meeting" means any meeting or meetings of Creditors which may be scheduled pursuant to further Order of this Court, or the Plan if and when filed with this Court;
- (i) "Directors and Officers" means all current and former directors and officers of the Applicants;
- (j) "Dispute Notice" means a written notice to the Monitor, in substantially the form attached as Schedule "E" hereto, delivered to the Monitor by a Creditor who has received a Notice of Disallowance, indicating such Creditor's intention to dispute such Notice of Disallowance and provide further evidence to support its claim;
- (k) "Excluded Claim" means (i) claims secured by any of the "Charges", as defined in the Initial Order, and (ii) any claim against a Director that cannot be compromised due to the provisions of subsection 5.1(2) of the CCAA;
- (l) "Filing Date" means June 17, 2009;
- (m) "Initial Order" has the meaning ascribed to that term in paragraph 2 of this Order;
- (n) "Instruction Letter" means the instruction letter to Creditors, in substantially the form attached as Schedule "B" hereto;
- (o) "Known Creditors" means:

- (i) those Creditors which the books and records of the Applicants disclose were owed monies by the Applicants as of the Filing Date and which monies remain unpaid in whole or in part;
 - (ii) any Person who commenced a legal proceeding against the Applicants which legal proceeding was commenced and served upon the Applicants prior to the Filing Date;
 - (iii) any Person who is party to a lease, contract, employment agreement or other agreement of the Applicants which was restructured, terminated, repudiated or disclaimed by the Applicants between the Filing Date and the Claims Bar Date; and
 - (iv) any other Creditor actually known to the Applicants as at the date of this Order;
- (p) "Notice of Disallowance" means a notice, in substantially the form attached as Schedule "D" hereto, advising a Creditor that the Monitor has revised or rejected all or part of such Creditor's Claim set out in its Proof of Claim;
- (q) "Notice to Creditors" means the notice to Creditors for publication in substantially the form attached as Schedule "A" hereto;
- (r) "Person" includes any individual, partnership, joint venture, trust, corporation, unincorporated organization, government or agency or instrumentality thereof, or any other juridical entity howsoever designated or constituted;

- (s) "Plan" means the plan of arrangement by the Applicants, if and when filed and approved by this Court, as revised, amended, modified or supplemented from time to time in accordance with its terms;
- (t) "Proof of Claim" means the form of Proof of Claim in substantially the form attached as Schedule "C" hereto;
- (u) "Proof of Claim Document Package" means a document package that includes a copy of the Instruction Letter, a Proof of Claim, and such other materials as the Monitor may consider appropriate or desirable;
- (v) "Proven Claim" has the meaning ascribed to that term in paragraph 5 of this Order; and
- (w) "Secured Claim" means any Claim or portion thereof that is secured by a security interest, pledge, mortgage, lien, hypothec or charge on any property of the Applicants, but only to the extent of the value of the security in respect of the Claim.

DETERMINATION OF PROVEN CLAIM

5. THIS COURT ORDERS that the amount and status of every Claim of a Creditor as finally determined in accordance with the forms and procedures hereby authorized (a "Proven Claim"), including any determination as to the nature, amount, value, priority or validity of any Claim, including any Secured Claim, shall be final for all purposes, including the Plan, and including without limitation for any distribution made to creditors of the Applicants.

NOTICE TO CREDITORS

6. THIS COURT ORDERS THAT:

- (a) the Monitor shall, no later than five (5) days following the making of this Order, post a copy of the Proof of Claim Document Package on its website, and send or cause to be sent on behalf of the Applicants to each of the Known Creditors (for which it has an address) a copy of the Proof of Claim Document Package;
- (b) the Monitor shall, no later than ten (10) days following the making of this Order, cause to be published the Notice to Creditors on two (2) separate days in the Globe and Mail and the Wall Street Journal; and
- (c) the Monitor shall deliver as soon as reasonably possible a copy of the Proof of Claim Document Package to any Person claiming to be a Creditor and requesting such material prior to the Claims Bar Date.

CREDITORS' CLAIMS

7. THIS COURT ORDERS that Proofs of Claim shall be filed with the Monitor in the manner provided herein and that any Creditor that does not file a Proof of Claim with the Monitor before the Claims Bar Date shall: (a) be and is hereby forever barred from making or enforcing any Claim against the Applicants, the Directors, or any of them; (b) not be entitled to vote at any Creditors' Meeting called in respect of a Plan or to receive any distribution thereunder or under any other mechanism; and (c) shall not be entitled to any further notice, and shall not be entitled to participate as a creditor, in these proceedings.

PROOFS OF CLAIM

8. THIS COURT ORDERS that:

- (a) the Monitor may, where it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of Proofs of Claim; and
- (b) any Claims denominated in any currency other than Canadian dollars shall, for the purposes of this Order, be converted to, and constitute obligations in, Canadian dollars, such calculation to be effected by the Monitor using the Bank of Canada noon spot rate on the Claims Bar Date.

REVIEW OF PROOFS OF CLAIM

- 9. THIS COURT ORDERS that the Monitor, in consultation with the Applicants, shall review all Proofs of Claims filed on or before the Claims Bar Date and shall accept or disallow (in whole or in part) the amount and/or status of such Claims by October 21, 2009. At any time, the Monitor may request additional information with respect to a Claim, and may request that the Creditor file a revised Proof of Claim.
- 10. THIS COURT ORDERS that, where a Claim has been accepted by the Monitor, such Claim shall constitute such Creditor's Proven Claim for all purposes, including for the purposes of voting and distribution under the Plan.
- 11. THIS COURT ORDERS that, where a Claim has been disallowed (in whole or in part), the disallowed Claim (or the disallowed portion thereof) shall not be a Proven Claim unless the Creditor has disputed the disallowance and proven the disallowed Claim (or portion thereof) in accordance with paragraphs 14 to 19 of this Order. Where the

Monitor disallows a part of the claim, the part of the claim that the Monitor allowed shall be a Proven Claim subject to increase if the creditor successfully challenges or settles the disallowed portion with the Applicants or the Monitor.

EFFECT OF CLAIM THAT IS NOT A PROVEN CLAIM

12. THIS COURT ORDERS that, where a Claim has not become a Proven Claim prior to a Creditors' Meeting, the Creditor may vote its Claim at the Creditors' Meeting, and such vote shall be recorded by the Monitor, but the validity of the Claim and the corresponding vote by the Creditor shall not be final or binding on the Creditor, the Monitor, or the Applicants unless and until, and only to the extent that, the Claim becomes a Proven Claim.
13. THIS COURT ORDERS that, where a Claim has not become a Proven Claim prior to a distribution under any Plan, the dividend to Creditors shall be calculated on the basis of the full amount of the Claim, and a reserve in respect of the specific Claim shall be established and held by the Monitor, but the Creditor shall not be entitled to a dividend based on the Claim unless and until, and only to the extent that, the Claim becomes a Proven Claim.

DISPUTE NOTICE

14. THIS COURT ORDERS that any Creditor who intends to dispute a Notice of Disallowance shall file a Dispute Notice with the Monitor as soon as reasonably possible but in any event such that such Dispute Notice shall be received by the Monitor on or before 4:00 p.m. (Eastern Daylight Time) on the day that is fourteen (14) days after the Monitor sends the Notice of Disallowance in accordance with paragraph 25 of this Order. The filing of a Dispute Notice with the Monitor within the time limited therefore shall

constitute an application to have the amount or status of such Claim determined as set out in paragraphs 16-19 hereof.

15. THIS COURT ORDERS that, where a Creditor that receives a Notice of Disallowance fails to file a Dispute Notice with the Monitor within the time limited therefore, the amount and status of such Creditor's Claim shall be deemed to be as set out in the Notice of Disallowance and such amount and status, if any, shall constitute such Creditor's Proven Claim.

RESOLUTION OF CLAIMS

16. THIS COURT ORDERS that, as soon as practicable after the delivery of the Dispute Notice to the Monitor, the Creditor and the Monitor, in consultation with the Applicants, shall attempt to resolve and settle the Creditor's Claim.
17. THIS COURT ORDERS that in the event that the dispute between the Creditor and the Monitor is not settled within a time period or in a manner satisfactory to the Monitor, the Monitor may refer the dispute to the Claims Officer for determination, or in the alternative may bring the dispute before the Court for determination. If the Monitor refers the dispute to the Claims Officer for determination, then (i) the Claims Officer shall determine the manner, if any, in which evidence may be brought before the Claims Officer by the parties as well as any other matters, procedural or substantive, which may arise in respect of the Claim Officer's determination of a Creditor's Claim, and (ii) the provisions of paragraphs 18 to 19 of this Order shall apply to the determination of the Claims Officer. In the event that the Monitor does not refer the dispute to the Claims Officer or the Court for determination, the Creditor may bring the dispute before this Court, but not before the Claims Officer, for determination.

18. THIS COURT ORDERS that the Claims Officer shall, by no later than thirty (30) calendar days from the referral of such claim to the Claims Officer by the Monitor (or such other period as the Claims Officer and the Monitor may agree), notify the Creditor and the Monitor in writing of the Claims Officer's determination of the amount and status of such Creditor's Claim.
19. THIS COURT ORDERS that the Claims Officer's determination of any Creditor's Proven Claim as set out herein shall be final and binding, unless within ten (10) days of the delivery of the Claims Officer's determination, the Monitor or the Creditor has filed with this Court an appeal, by way of Notice of Motion, of the Claims Officer's determination.

NOTICE OF TRANSFEREES

20. THIS COURT ORDERS that neither the Applicants nor the Monitor shall be obligated to give notice to or to otherwise deal with a transferee or assignee of a Claim as the Creditor in respect thereof unless and until actual written notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received by the Monitor, at least five (5) Business Days before any Creditors' Meeting or a distribution, and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim. Any such transferee or assignee of a Claim, and such Claim, shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to receipt by the Monitor of satisfactory evidence of such transfer or assignment.
21. THIS COURT ORDERS that if the holder of a Claim has transferred or assigned the whole of such Claim to more than one Person, or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Claim or Claims. Such

Claim shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment, and the Applicants and the Monitor shall in each such case not be bound to recognize any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim in whole as the Creditor in respect of such Claim. However, such Creditor may by notice in writing to the Monitor, received at least five (5) Business Days prior to a Creditors' Meeting, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and in such event, such Creditor, such transferee or assignee of the Claim and the whole of such Claim shall be bound by any notices given or steps taken in respect of such Claim by or with respect to such Person in accordance with this Order.

22. THIS COURT ORDERS that neither the Applicants nor the Monitor are under any obligation to give notice to any Person other than the Creditor holding a Claim, and without limitation shall have no obligation to give notice to any Person having a security interest in the Claim (including a security interest by way of a pledge or assignment of the Claim).

PROTECTIONS FOR MONITOR

23. THIS COURT ORDERS that (i) in carrying out the terms of this Order, the Monitor shall have all of the protections given to it by the CCAA and the Initial Order or as an officer of this Court, including the stay of proceedings in its favour, (ii) the Monitor shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, and (iii) the Monitor shall be entitled to rely on the books and records of the Applicants, and

shall not be liable for any claims or damages resulting from any errors or omissions in such books and records.

DIRECTIONS

24. THIS COURT ORDERS that the Applicants or the Monitor may, at any time, and with such notice as this Court may require, seek directions from the Court with respect to this Order and the Claims process set out herein, including the forms attached as Schedules hereto.

SERVICE AND NOTICE

25. THIS COURT ORDERS that the Monitor be at liberty to deliver the Proof of Claim Document Package, and any letters, notices or other documents to Creditors or other interested Persons, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission to such Persons at the address as last shown on the records of the Applicants and that any such service or notice by courier, personal delivery or electronic or digital transmission shall be deemed to be received on the next Business Day following the date of forwarding thereof, or if sent by mail, on the second Business Day after mailing. Notwithstanding anything to the contrary in this paragraph 25, Notices of Disallowance shall be sent only by registered mail or by courier.
26. THIS COURT ORDERS that any notice or other communication (including, without limitation, Proofs of Claim and Dispute Notices) to be given under this Order by a Creditor to the Monitor shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if given by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission addressed to:

RSM Richter Inc.
Monitor of Eddie Bauer of Canada, Inc. and Eddie Bauer Customer Services Inc.

200 King Street West
Suite 1100
PO Box 48
Toronto, ON M5H 3T4
Canada

Attention: D. Sieradzki
E-mail dsieradzki@rsmrichter.com
Fax: 416-932-6200

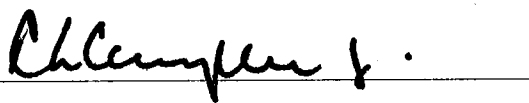
Any such notice or other communication by a Creditor shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day.

MISCELLANEOUS

27. THIS COURT ORDERS AND REQUESTS the aid and recognition of any court of any judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any court in Canada pursuant to Section 17 of the CCAA) and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States and the states or other subdivisions of the United States and of any other nation or state, to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JUL 22 2009



PER / PAR:  Joanne Nicoara
Registrar, Superior Court of Justice

SCHEDULE "A"

**NOTICE TO CREDITORS
of EDDIE BAUER OF CANADA, INC. and
EDDIE BAUER CUSTOMER SERVICES INC.
(hereinafter referred to as the "Applicants")**

**RE: NOTICE OF CLAIMS PROCEDURE FOR THE APPLICANTS PURSUANT TO
THE COMPANIES' CREDITORS ARRANGEMENT ACT (the "CCAA")**

PLEASE TAKE NOTICE that this notice is being published pursuant to an Order of the Superior Court of Justice of Ontario made July 22, 2009 (the "Order"). The Applicants' creditors should have received Proof of Claim packages by mail, if those creditors are known to the Applicants, and if the Applicants have those creditors' current address. Creditors may also obtain the Order and a Proof of Claim package from the website of **RSM RICHTER INC.**, Court-appointed monitor of the Applicants, at **<http://www.rsmrichter.com/Restructuring/Eddie.aspx>**, or by contacting the Monitor by telephone ([416.932.6030]) or by fax ([416.932.6200]).

Proofs of Claim must be submitted to the Monitor for **any claim** against the Applicants, whether unliquidated, contingent or otherwise, including: (a) claims against any current or former director or officer of the Applicants; (b) claims that arose as a result of the restructuring, termination, repudiation or disclaimer of any lease, contract, employment agreement or other agreement during the Applicants' CCAA proceedings. Please consult the Proof of Claim package for more details.

Completed Proofs of Claim must be received by the Monitor by 4:00 p.m. (Eastern Daylight Time) on SEPTEMBER 21, 2009 (the "Claims Bar Date"). It is your responsibility to ensure that the Monitor receives your Proof of Claim by the above-noted time and date.

CLAIMS WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

DATED at Toronto this _____ day of _____, 2009.

Applicants

EDDIE BAUER OF CANADA, INC. and EDDIE BAUER CUSTOMER SERVICES INC.

SCHEDULE "B"

INSTRUCTION LETTER FOR THE CLAIMS PROCEDURE OF EDDIE BAUER OF CANADA, INC. and EDDIE BAUER CUSTOMER SERVICES INC. (hereinafter referred to as the "Applicants")

A. CLAIMS PROCEDURE

By Order of the Superior Court of Justice of Ontario made July 22, 2009, under the *Companies' Creditors Arrangement Act* (the "CCAA"), the Applicants have been authorized to conduct a claims procedure under the CCAA (the "Claims Procedure").

The Claims Procedure is intended for any Person with: (i) any claims of any kind or nature whatsoever, other than an Excluded Claim, against the Applicants; (ii) any claim arising as a result of the restructuring, termination, repudiation or disclaimer of any lease, contract, employment agreement or other agreement; and (iii) all claims against the current or former directors or officers of the Applicants (collectively, the "Claims"). Please review the enclosed material for the complete definition of Claim, Secured Claim and Excluded Claim.

If you have any questions regarding the Claims Procedure, please consult the website of the Court-appointed Monitor (<http://www.rsmrichter.com/Restructuring/Eddie.aspx>) or contact the Monitor at the address provided below.

All notices and enquiries with respect to the Claims Procedure should be addressed to:

RSM RICHTER INC.
Court-appointed Monitor of EDDIE BAUER OF CANADA, INC. and EDDIE
BAUER CUSTOMER SERVICES INC.
200 King Street West,
Suite 1100
Toronto, ON M5H 3T4

Attention: D. Sieradzki
Telephone: 416.932.6030
E-mail: dsieradzki@rsmrichter.com
Fax: 416-932-6200

B. FOR CREDITORS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Claim against the Applicants or its current or former directors or officers, you will have to file a Proof of Claim with the Monitor. **The Proof of Claim must be received by 4:00 p.m. (Eastern Daylight Time) on SEPTEMBER 21, 2009, the Claims Bar Date.**

Additional Proof of Claim forms and other information, including a copy of the Order creating the Claims Procedure, can be obtained from the Monitor's website at <http://www.rsmrichter.com/Restructuring/Eddie.aspx>, or by contacting the Monitor at the telephone and fax numbers indicated above and providing particulars as to your name, address and facsimile number.

It is your responsibility to ensure that the Monitor receives your Proof of Claim by the above-noted time and date.

SCHEDULE "C"

PROOF OF CLAIM RELATING TO EDDIE BAUER OF CANADA INC. and EDDIE BAUER CUSTOMER SERVICES INC.

(hereinafter referred to as the "Applicants") **OR ITS FORMER AND CURRENT
DIRECTORS OR OFFICERS** (hereinafter referred to as the "Directors and Officers")

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim.

A. PARTICULARS OF CREDITOR:

1. Full Legal Name of Creditor: _____

(the "Creditor"). (Full legal name should be the name of the original Creditor of the Applicants or its Directors or Officers, notwithstanding whether an assignment of a Claim, or a portion thereof, has occurred following June 17, 2009.

2. Full Mailing Address of the Creditor (the original Creditor not the Assignee):

3. Telephone Number: _____

4. E-Mail Address: _____

5. Facsimile Number: _____

6. Attention (Contact Person): _____

7. Has the Claim been sold or assigned by the Creditor to another party [check (✓) one]?

Yes: ☐

No: ☐

B. PARTICULARS OF ASSIGNEE(S) (IF ANY):

8. Full Legal Name of Assignee(s):

(If Claim has been assigned, insert full legal name of assignee(s) of Claim (if all or a portion of the Claim has been sold). If there is more than one assignee, please attach a separate sheet with the required information.)

9. Full Mailing Address of Assignee(s):

10. Telephone Number of Assignee(s): _____

11. E-Mail Address: _____

12. Facsimile Number: _____

13. Attention (Contact Person): _____

C. PROOF OF CLAIM:

I, _____
[name of Creditor or Representative of the Creditor], of
_____ do hereby certify:
(city and province)

(a) that I [check (✓) one]

☐ am the Creditor of the Applicants and/or its Directors; OR

☐ am _____ (state position or title) of

(name of creditor)

(b) that I have knowledge of all the circumstances connected with the Claim referred to below;

(c) the Creditor asserts its claim against [check (✓) one or more, as applicable]:

(i) EDDIE BAUER OF CANADA INC. ☐

(ii) EDDIE BAUER CUSTOMER SERVICES INC. ☐

(iii) _____, a Director or Officer of
EDDIE BAUER OF CANADA, INC. ☐

(iv) _____, a Director or Officer of
EDDIE BAUER CUSTOMER SERVICES INC. ☐

(If you are making a claims against the Directors or Officers of one or both of the Applicants, please list the Director(s) or Officer(s) against whom you assert your claim); and

(d) The Applicants/Director(s)/Officer(s) was/were and still is/are indebted to the Creditor as follows:

(i) CLAIM ARISING ON OR PRIOR TO SEPTEMBER 21, 2009:

\$ _____ [insert \$ value of claim] CAD.

(Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada noon spot rate as at SEPTEMBER 21, 2009.)

D. NATURE OF CLAIM

(check (✓) one and complete appropriate category)

☐ A. UNSECURED CLAIM OF \$ _____

That in respect of this debt, I do not hold any security and

(Check (✓) appropriate description)

☐ Regarding the amount of \$ _____, I do not claim a right to a priority.

☐ Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Bankruptcy and Insolvency Act (Canada) or would claim such a priority if this Proof of Claim were being filed in accordance with that Act

(Set out on an attached sheet details to support priority claim.)

☐ B. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold security valued at \$ _____, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

E. PARTICULARS OF CLAIM:

Other than as already set out herein, the particulars of the undersigned's total Claim are attached.

(Provide all particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor which has guaranteed the Claim, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the Applicants or any Director to the Creditor and estimated value of such security.)

This Proof of Claim must be received by the Monitor by no later than 4:00 p.m. (Eastern Standard/Daylight Time) on SEPTEMBER 21, 2009, by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission at the following address:

RSM RICHTER INC.

Court-appointed Monitor of EDDIE BAUER OF CANADA, INC. and EDDIE

BAUER CUSTOMER SERVICES INC.
200 King Street West,
Suite 1100
Toronto, ON M5H 3T4

Attention: D. Sieradzki
E-mail dsieradzki@rsmrichter.com
Fax: 416-932-6200

F. FILING OF CLAIM

Failure to file your proof of claim as directed by 4:00 p.m., on SEPTEMBER 21, 2009 (Toronto time) will result in your claim being barred and in you being prevented from making or enforcing a Claim against the Applicants or any Director or Officer. In addition, you shall not be entitled to further notice in, and shall not be entitled to participate as, a creditor in these proceedings.

G. EXCLUDED CLAIMS

The following are Excluded Claims and no person needs to file any claim in respect thereof at this time: (i) claims secured by any of the "Charges", as defined in the Initial Order made in these proceedings on JUNE 17, 2009, as amended from time to time, and (ii) any claim against a Director which cannot be compromised due to the provisions of subsection 5.1(2) of the CCAA.

Dated at _____ this _____ day of _____, 2009.

Signature of Creditor

SCHEDULE "D"

REFERENCE NUMBER [●]

NOTICE OF DISALLOWANCE

TO: [insert name of creditor]

RSM Richter Inc. hereby gives you notice that it has reviewed your Claim and has revised or rejected your Claim as follows:

	The Proof of Claim as Submitted	The Claim as Accepted
Claim relating to facts existing on or prior to September 21, 2009		

Reasons for Disallowance or Revision:

[insert explanation]

If you do not agree with this Notice of Disallowance, please take notice of the following:

1. **If you dispute this Notice of Disallowance, you must, no later than 4:00 p.m. (Toronto time) on [INSERT DATE, being fourteen (14) days after the Notice of Disallowance is sent by the Monitor (see paragraph 14 of the Order of the Court dated July 22, 2009)], notify the Monitor by delivery of a Dispute Notice in accordance with the accompanying Instruction Letter. The form of Dispute Notice is enclosed.**
2. If you do not deliver a Dispute Notice, your Claim shall be deemed to be as set out in this Notice of Disallowance.

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF DISALLOWANCE WILL BE BINDING UPON YOU.

DATED at Toronto, this day of , 2009.

RSM RICHTER INC., MONITOR OF EDDIE BAUER OF CANADA, INC. and EDDIE BAUER CUSTOMER SERVICES INC.

SCHEDULE "E"

DISPUTE NOTICE

We hereby give you notice of our intention to dispute the Notice of Disallowance bearing Reference Number _____ and dated _____ issued in respect of our claim.

Reasons for Dispute (attach additional sheet and copies of all supporting documentation if necessary):

Name of Creditor _____

(Signature of individual completing this Dispute)

Date

(Please print name)

Telephone Number: () _____

E-mail Address: _____

Facsimile Number: () _____

Full Mailing Address _____

THIS FORM TO BE RETURNED BY PREPAID ORDINARY MAIL, COURIER, PERSONAL DELIVERY OR ELECTRONIC OR DIGITAL TRANSMISSION AND BE RECEIVED NO LATER THAN 4:00 P.M. (TORONTO TIME) ON [DATE FROM PARAGRAPH 14 OF THE CLAIMS PROCEDURE ORDER] TO:

RSM RICHTER INC.

Court-appointed Monitor of EDDIE BAUER OF CANADA, INC. and EDDIE
BAUER CUSTOMER SERVICES INC.

200 King Street West,
Suite 1100
Toronto, ON M5H 3T4

Attention: D. Sieradzki
E-mail dsieradzki@rsmrichter.com
Fax: 416-932-6200

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AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
EDDIE BAUER OF CANADA, INC. AND EDDIE BAUER CUSTOMER SERVICES INC.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

CLAIMS PROCEDURE ORDER

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