

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

EBHI HOLDINGS, INC.,
et al.,¹

Debtors.

Chapter 11

Case No. 09-12099 (MFW)

Jointly Administered

Ref. Docket No. 1153

**ORDER EXTENDING THE TIME WITHIN WHICH THE DEBTORS MAY ASSUME
OR REJECT CERTAIN UNEXPIRED LEASES OF NONRESIDENTIAL REAL
PROPERTY**

Upon consideration of the motion (the "Motion")² of the above-captioned debtors and debtors in possession in these chapter 11 cases (each a "Debtor," and collectively, the "Debtors"), seeking entry of an extension of time to and including January 29, 2010 to assume or reject the Leases set forth on Exhibit B to the Motion; and the Court being satisfied based on the representations made in the Motion; and it appearing that proper and adequate notice has been given and that no other or further notice is required; and upon the record herein; and after due deliberation thereon; and sufficient cause appearing therefore; it is hereby ORDERED that:

1. The Motion is GRANTED.
2. The Debtors are hereby granted an additional extension of time to and

including January 29, 2010 to assume or reject the Leases set forth on Exhibit B to the Motion.

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: EBHI Holdings, Inc., a Delaware corporation (2352); Amargosa, Inc., a Delaware corporation (9737); Gobi Fulfillment Services, Inc., a Delaware corporation (0882); Arabian Diversified Sales, LLC, a Delaware limited liability company (1567); Gibson Services, LLC, an Ohio limited liability company (disregarded); Karalcum International Development, LLC, a Delaware limited liability company (1571); Simpson Information Technology, LLC, a Delaware limited liability company (disregarded); Sandy Financial Services Acceptance Corporation, a Delaware corporation (7532); and Sonoran Acceptance Corporation, a Delaware corporation (7253). The mailing address for EBHI Holdings, Inc. is 10401 N.E. 8th Street, Suite 500, Bellevue, WA 98004. On or about the Filing Date, Tenere of Canada, Inc. and Yuma Customer Services, Inc., affiliates of the Debtors, commenced a proceeding before the Superior Court of Justice, Commercial List, for the Judicial District of Ontario, for a plan of compromise or arrangement under the Companies' Creditors Arrangement Act.

² Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Motion.

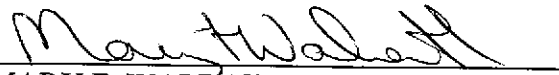
3. Nothing contained herein shall be deemed to direct the assumption or rejection of any of the Leases.

4. The extension of time granted pursuant to this Order is without prejudice to the Debtors' right to seek further extensions of time to assume or reject the Leases with the consent of the applicable lessors, as provided in Bankruptcy Code section 365(d)(4)(B)(ii).

5. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

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

Dated: Wilmington, Delaware
January 5, 2010



MARY F. WALKATH
CHIEF UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

LEASES SUBJECT TO EXTENSION

Landlord	Address of Landlord	Property Name	Number	Street Address of Property	Additional Notice Address
Orlando Outlet Owner LLC	c/o Prime Retail Property Management LLC, 217 East Redwood Road, 20th Floor, Baltimore MD 21202; Attn: General Counsel	Prime Outlets at Orlando	17	4959 International Dr, Orlando FL 32819	The Lightstone Group, 1985 Cedar Bridge Avenue, Suite 1, Lakewood, NJ 08701; Attn: Lease Administration
Williamsburg Outlets, L.L.C.	c/o Prime Retail Property Management LLC, 217 East Redwood Road, 20th Floor, Baltimore MD 21202; Attn: General Counsel	Prime Outlets at Williamsburg	223	5711-27 Richmond Road, Williamsburg, VA 23188	The Lightstone Group, 1985 Cedar Bridge Avenue, Suite 1, Lakewood, NJ 08701; Attn: Lease Administration
Lee Outlets, LLC	c/o Prime Retail Property Management LLC, 217 East Redwood Road, 20th Floor, Baltimore MD 21202; Attn: General Counsel	Prime Outlets at Lee	234	270 Prime Outlet Blvd., Lee MA 01238	The Lightstone Group, 1985 Cedar Bridge Avenue, Suite 1, Lakewood, NJ 08701; Attn: Lease Administration
Birch Run Outlets II, L.L.C.	c/o Prime Retail Property Management LLC, 217 East Redwood Road, 20th Floor, Baltimore MD 21202; Attn: General Counsel	Prime Outlets at Birch Run	255	12150 South Beyer Rd, Birch Run, MI 48415	The Lightstone Group, 1985 Cedar Bridge Avenue, Suite 1, Lakewood, NJ 08701; Attn: Lease Administration
Prime Outlets at Pleasant Prairie II, LLC	c/o Prime Retail Property Management LLC, 217 East Redwood Road, 20th Floor, Baltimore MD 21202; Attn: General Counsel	Prime Outlets at Pleasant Prairie	381	11211 120th Ave, Pleasant Prairie WI 53158-1705	The Lightstone Group, 1985 Cedar Bridge Avenue, Suite 1, Lakewood, NJ 08701; Attn: Lease Administration
Huntley Factory Shops Limited Partnership	c/o Prime Retail Property Management LLC, 217 East Redwood Road, 20th Floor, Baltimore MD 21202; Attn: General Counsel	Prime Outlets at Huntley	382	11800 Factory Shops Blvd., Huntley, IL 60142	The Lightstone Group, 1985 Cedar Bridge Avenue, Suite 1, Lakewood, NJ 08701; Attn: Lease Administration
Ohio Factory Shops Partnership	c/o Prime Retail Property Management LLC, 217 East Redwood Road, 20th Floor, Baltimore MD 21202; Attn: General Counsel	Prime Outlets at Jeffersonville	407	8190 Factory Shops Blvd., Jeffersonville, OH 43128	The Lightstone Group, 1985 Cedar Bridge Avenue, Suite 1, Lakewood, NJ 08701; Attn: Lease Administration
Second Horizon Group Limited Partnership	c/o Prime Retail Property Management LLC, 217 East Redwood Road, 20th Floor, Baltimore MD 21202; Attn: General Counsel	Prime Outlets at Queenstown	429	126 Outlet Center Drive, Queenstown, MD 21655	The Lightstone Group, 1985 Cedar Bridge Avenue, Suite 1, Lakewood, NJ 08701; Attn: Lease Administration
Gaffney Outlets, LLC	c/o Prime Retail Property Management LLC, 217 East Redwood Road, 20th Floor, Baltimore MD 21202; Attn: General Counsel	Prime Outlets at Gaffney	437	610 Factory Shops Blvd., Gaffney SC 29341	The Lightstone Group, 1985 Cedar Bridge Avenue, Suite 1, Lakewood, NJ 08701; Attn: Lease Administration
Grove City Factory Shops Limited Partnership	c/o Prime Retail Property Management LLC, 217 East Redwood Road, 20th Floor, Baltimore MD 21202; Attn: General Counsel	Prime Outlets at Grove City	497	1911 Leesburg Road, Grove City PA 16127	The Lightstone Group, 1985 Cedar Bridge Avenue, Suite 1, Lakewood, NJ 08701; Attn: Lease Administration
The Prime Outlets at Lebanon Limited Partnership	c/o Prime Retail Property Management LLC, 217 East Redwood Road, 20th Floor, Baltimore MD 21202; Attn: General Counsel	Prime Outlets at Lebanon	768	230 Outlet Village Blvd., Lebanon, TN 37090	The Lightstone Group, 1985 Cedar Bridge Avenue, Suite 1, Lakewood, NJ 08701; Attn: Lease Administration
Outlet Village of Hagerstown Limited Partnership	c/o Prime Retail Property Management LLC, 217 East Redwood Road, 20th Floor, Baltimore MD 21202; Attn: General Counsel	Prime Outlets at Hagerstown	789	500 Prime Outlet Blvd., Hagerstown, MD 21740	The Lightstone Group, 1985 Cedar Bridge Avenue, Suite 1, Lakewood, NJ 08701; Attn: Lease Administration

Landlord	Address of Landlord	Property Name	Number	Street Address of Property	Additional Notice Address
Minot Dakota Mail, LLC	c/o The Lightstone Group, 1985 Cedar Bridge Avenue, Suite 1, Lakewood, New Jersey 08701, Attn: Lease Administration	Dakota Square Mail	785	2400 10th Street SW, Minot, ND 58701	

EXHIBIT C

LESSORS' WRITTEN CONSENT



217 East Redwood Street, 20th Floor, Baltimore, MD 21202, phone 410-234-0782, fax 410-234-1761

primeretail.com

December 29, 2009

Amargosa Inc.,
f/k/a Eddie Bauer, Inc.

Re: Consent to Extension of Time for Assumption or Rejection of Eddie Bauer Lease with Birch Run Outlets II, L.L.C., R255, in In Re Eddie Bauer Holdings, Inc., et al., Case No. 09-12099, U.S. Bankruptcy Court for the District of Delaware

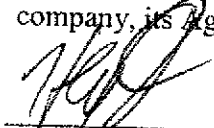
Ladies and Gentlemen:

This letter will evidence our acknowledgement and confirmation to you and the Court in the above-referenced bankruptcy case that we as landlord hereby consent pursuant to 11 U.S.C. § 365(d)(4)(B)(ii) to an extension of the time period within which Amargosa Inc., f/k/a Eddie Bauer, Inc., may assume or reject the lease between us and Eddie Bauer, Inc., dated June 17, 2008, for Space No. F020 in Prime Outlets at Birch Run in Birch Run, Michigan, through the end of the day on *January 29, 2010*. We understand that you will be filing a motion with the Court requesting that extension.

Very truly yours,

BIRCH RUN OUTLETS II, L.L.C., a
Delaware limited liability company

By: Prime Retail Property Management,
LLC, a Delaware limited liability
company, its Agent

By: 
Name: H. William Bathbun, III
Title: Vice President - Associate General Counsel



primeretail.com

217 East Redwood Street, 20th Floor, Baltimore, MD 21202, phone 410-234-0782, fax 410-234-1761

December 29, 2009

Amargosa Inc.,
f/k/a Eddie Bauer, Inc.

Re: Consent to Extension of Time for Assumption or Rejection of Eddie Bauer Lease with Minot Dakota Mall LLC, R785, in In Re Eddie Bauer Holdings, Inc., et al., Case No. 09-12099, U.S. Bankruptcy Court for the District of Delaware

Ladies and Gentlemen:

This letter will evidence our acknowledgement and confirmation to you and the Court in the above-referenced bankruptcy case that we as landlord hereby consent pursuant to 11 U.S.C. § 365(d)(4)(B)(ii) to an extension of the time period within which Amargosa Inc., f/k/a Eddie Bauer, Inc., may assume or reject the lease between us and Eddie Bauer, Inc., dated 2006, and fully executed by the parties in March 2007, as amended, for Space No. 228 in Dakota Square Mall in Minot, North Dakota, through the end of the day on **January 29, 2010**. We understand that you will be filing a motion with the Court requesting that extension.

Very truly yours,

MINOT DAKOTA MALL LLC, a Delaware limited liability company

By: 

Name: H. William Rathbun, III

Title: Vice President - Associate General Counsel



217 East Redwood Street, 20th Floor, Baltimore, MD 21202, phone 410-234-0782, fax 410-234-1761

primereetail.com

December 29, 2009

Amargosa Inc.,
f/k/a Eddie Bauer, Inc.

Re: Consent to Extension of Time for Assumption or Rejection of Eddie Bauer Lease with Gaffney Outlets, LLC, R437, in In Re Eddie Bauer Holdings, Inc., et al., Case No. 09-12099, U.S. Bankruptcy Court for the District of Delaware

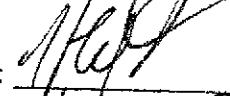
Ladies and Gentlemen:

This letter will evidence our acknowledgement and confirmation to you and the Court in the above-referenced bankruptcy case that we as landlord hereby consent pursuant to 11 U.S.C. § 365(d)(4)(B)(ii) to an extension of the time period within which Amargosa Inc., f/k/a Eddie Bauer, Inc., may assume or reject the lease between us and Eddie Bauer, Inc., dated April 5, 2006, for Space No. 605/610 in Prime Outlets at Gaffney in Gaffney, South Carolina, through the end of the day on **January 29, 2010**. We understand that you will be filing a motion with the Court requesting that extension.

Very truly yours,

GAFFNEY OUTLETS, LLC, a
Delaware limited liability company

By: Prime Retail Property Management,
LLC, a Delaware limited liability
company, its Agent

By: 
Name: William Rathbun, III
Title: Vice President - Associate General Counsel



primeretail.com

217 East Redwood Street, 20th Floor, Baltimore, MD 21202, phone 410-234-0762, fax 410-234-1761

December 29, 2009

Amargosa Inc.,
f/k/a Eddie Bauer, Inc.

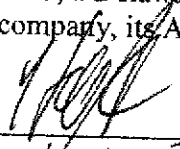
Re: Consent to Extension of Time for Assumption or Rejection of Eddie Bauer Lease with Grove City Factory Shops Limited Partnership, R497, in In Re Eddie Bauer Holdings, Inc., et al., Case No. 09-12099, U.S. Bankruptcy Court for the District of Delaware

Ladies and Gentlemen:

This letter will evidence our acknowledgement and confirmation to you and the Court in the above-referenced bankruptcy case that we as landlord hereby consent pursuant to 11 U.S.C. § 365(d)(4)(B)(ii) to an extension of the time period within which Amargosa Inc., f/k/a Eddie Bauer, Inc., may assume or reject the lease between us and Eddie Bauer, Inc., dated June 9, 1995, as amended, in Prime Outlets at Grove City in Grove City, Pennsylvania, through the end of the day on **January 29, 2010**. We understand that you will be filing a motion with the Court requesting that extension.

GROVE CITY FACTORY SHOPS
LIMITED PARTNERSHIP, a Delaware
limited partnership

By: Prime Retail Property Management,
LLC, a Delaware limited liability
company, its Agent

By: 
Name: William Rathbun, III
Title: Vice President - Associate General Counsel



217 East Redwood Street, 20th Floor, Baltimore, MD 21202, phone 410-234-0782, fax 410-234-1761

primeretail.com

December 29, 2009

Amargosa Inc.,
f/k/a Eddie Bauer, Inc.

Re: Consent to Extension of Time for Assumption or Rejection of Eddie Bauer Lease with Outlet Village of Hagerstown Limited Partnership, R789, in In Re Eddie Bauer Holdings, Inc., et al., Case No. 09-12099, U.S. Bankruptcy Court for the District of Delaware

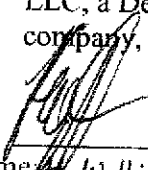
Ladies and Gentlemen:

This letter will evidence our acknowledgement and confirmation to you and the Court in the above-referenced bankruptcy case that we as landlord hereby consent pursuant to 11 U.S.C. § 365(d)(4)(B)(ii) to an extension of the time period within which Amargosa Inc., f/k/a Eddie Bauer, Inc., may assume or reject the lease between us and Eddie Bauer, Inc., dated August 9, 2006, for Space No. 500 in Prime Outlets at Hagerstown in Hagerstown, Maryland, through the end of the day on **January 29, 2010**. We understand that you will be filing a motion with the Court requesting that extension.

Very truly yours,

OUTLET VILLAGE OF
HAGERSTOWN LIMITED
PARTNERSHIP, a Delaware limited
partnership

By: Prime Retail Property Management,
LLC, a Delaware limited liability
company, its Agent

By: 
Name: William Rathbun, III
Title: Vice President - Associate General Counsel



217 East Redwood Street, 20th Floor, Baltimore, MD 21202, phone 410-234-0782, fax 410-234-1761

primeretail.com

December 29, 2009

Amargosa Inc.,
f/k/a Eddie Bauer, Inc.

Re: Consent to Extension of Time for Assumption or Rejection of Eddie Bauer Lease with Huntley Factory Shops Limited Partnership, R382, in In Re Eddie Bauer Holdings, Inc., et al., Case No. 09-12099, U.S. Bankruptcy Court for the District of Delaware

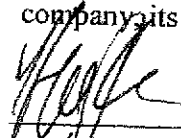
Ladies and Gentlemen:

This letter will evidence our acknowledgement and confirmation to you and the Court in the above-referenced bankruptcy case that we as landlord hereby consent pursuant to 11 U.S.C. § 365(d)(4)(B)(ii) to an extension of the time period within which Amargosa Inc., f/k/a Eddie Bauer, Inc., may assume or reject the lease between us and Eddie Bauer, Inc., dated June 23, 2005, for Space No. 775 in Prime Outlets at Huntley in Huntley, Illinois, through the end of the day on *January 29, 2010*. We understand that you will be filing a motion with the Court requesting that extension.

Very truly yours,

HUNTLEY FACTORY SHOPS
LIMITED PARTNERSHIP, an Illinois
limited partnership

By: Prime Retail Property Management,
LLC, a Delaware limited liability
company's Agent

By: 
Name: H. William Rathbun, III
Title: Vice President - Associate General Counsel



primereetail.com

217 East Redwood Street, 20th Floor, Baltimore, MD 21202, Phone 410-234-0782, fax 410-234-1761

December 29, 2009

Amargosa Inc.,
f/k/a Eddie Bauer, Inc.

Re: Consent to Extension of Time for Assumption or Rejection of Eddie Bauer Lease with Ohio Factory Shops Partnership, R407, in In Re Eddie Bauer Holdings, Inc., et al., Case No. 09-12099, U.S. Bankruptcy Court for the District of Delaware

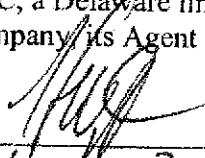
Ladies and Gentlemen:

This letter will evidence our acknowledgement and confirmation to you and the Court in the above-referenced bankruptcy case that we as landlord hereby consent pursuant to 11 U.S.C. § 365(d)(4)(B)(ii) to an extension of the time period within which Amargosa Inc., f/k/a Eddie Bauer, Inc., may assume or reject the lease between us and Eddie Bauer, Inc., dated January 13, 1995, as amended, for Space No. 195 in Prime Outlets at Jeffersonville in Jeffersonville, Ohio, through the end of the day on **January 29, 2010**. We understand that you will be filing a motion with the Court requesting that extension.

Very truly yours,

OHIO FACTORY SHOPS
PARTNERSHIP, an Ohio general
partnership

By: Prime Retail Property Management,
LLC, a Delaware limited liability
company, its Agent

By: 
Name: H. William Rathbun, III
Title: Vice President - Associate General Counsel



primeretail.com

217 East Redwood Street, 20th Floor, Baltimore, MD 21202, phone 410-234-0782, fax 410-234-1761

December 29, 2009

Amargosa Inc.,
f/k/a Eddie Bauer, Inc.

Re: Consent to Extension of Time for Assumption or Rejection of Eddie Bauer Lease with The Prime Outlets at Lebanon Limited Partnership, R768, in In Re Eddie Bauer Holdings, Inc., et al., Case No. 09-12099, U.S. Bankruptcy Court for the District of Delaware

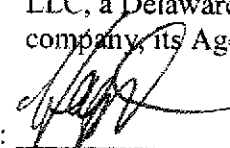
Ladies and Gentlemen:

This letter will evidence our acknowledgement and confirmation to you and the Court in the above-referenced bankruptcy case that we as landlord hereby consent pursuant to 11 U.S.C. § 365(d)(4)(B)(ii) to an extension of the time period within which Amargosa Inc., f/k/a Eddie Bauer, Inc., may assume or reject the lease between us and Eddie Bauer, Inc., dated March 2, 1998, as amended, for Space No. 230 in Prime Outlets at Lebanon in Lebanon, Tennessee, through the end of the day on **January 29, 2010**. We understand that you will be filing a motion with the Court requesting that extension.

Very truly yours,

THE PRIME OUTLETS AT
LEBANON LIMITED PARTNERSHIP,
an Illinois limited partnership

By: Prime Retail Property Management,
LLC, a Delaware limited liability
company, its Agent

By: 
Name: H. William Rathbun, III
Title: Vice President - Associate General Counsel



December 29, 2009

Amargosa Inc.,
f/k/a Eddie Bauer, Inc.

Re: Consent to Extension of Time for Assumption or Rejection of Eddie Bauer Lease with Orlando Outlet Owner, LLC, R17, in In Re Eddie Bauer Holdings, Inc., et al., Case No. 09-12099, U.S. Bankruptcy Court for the District of Delaware

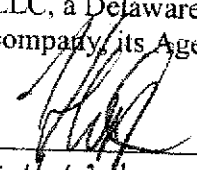
Ladies and Gentlemen:

This letter will evidence our acknowledgement and confirmation to you and the Court in the above-referenced bankruptcy case that we as landlord hereby consent pursuant to 11 U.S.C. § 365(d)(4)(B)(ii) to an extension of the time period within which Amargosa Inc., f/k/a Eddie Bauer, Inc., may assume or reject the lease between us and Eddie Bauer, Inc., dated August 9, 2007, for Space No. 1E.09 in Prime Outlets at Orlando, in Orlando, Florida, through the end of the day on *January 29, 2010*. We understand that you will be filing a motion with the Court requesting that extension.

Very truly yours,

ORLANDO OUTLET OWNER, LLC, a
Delaware limited liability company

By: Prime Retail Property Management,
LLC, a Delaware limited liability
company, its Agent

By: 
Name: William Rathbun, III
Title: Vice President - Associate General Counsel

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primeretail.com

December 29, 2009

Amargosa Inc.,
f/k/a Eddie Bauer, Inc.

Re: Consent to Extension of Time for Assumption or Rejection of Eddie Bauer Lease with Second Horizon Group Limited Partnership, R429, in In Re Eddie Bauer Holdings, Inc., et al., Case No. 09-12099, U.S. Bankruptcy Court for the District of Delaware

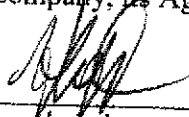
Ladies and Gentlemen:

This letter will evidence our acknowledgement and confirmation to you and the Court in the above-referenced bankruptcy case that we as landlord hereby consent pursuant to 11 U.S.C. § 365(d)(4)(B)(ii) to an extension of the time period within which Amargosa Inc., f/k/a Eddie Bauer, Inc., may assume or reject the lease between us and Eddie Bauer, Inc., dated April 5, 2006, for Space No. F120 in Prime Outlets at Queenstown in Queenstown, Maryland, through the end of the day on **January 29, 2010**. We understand that you will be filing a motion with the Court requesting that extension.

Very truly yours,

SECOND HORIZON GROUP
LIMITED PARTNERSHIP, a Delaware
limited partnership

By: Prime Retail Property Management,
LLC, a Delaware limited liability
company, its Agent

By: 
Name: H. William Rathbun, III
Title: Vice President - Associate General Counsel



217 East Redwood Street, 20th Floor, Baltimore, MD 21202, phone 410-234-0782, fax 410-234-1761

primetail.com

December 29, 2009

Amargosa Inc.,
f/k/a Eddie Bauer, Inc.

Re: Consent to Extension of Time for Assumption or Rejection of Eddie Bauer Lease with Williamsburg Outlets, L.L.C., R223, in In Re Eddie Bauer Holdings, Inc., et al., Case No. 09-12099, U.S. Bankruptcy Court for the District of Delaware

Ladies and Gentlemen:

This letter will evidence our acknowledgement and confirmation to you and the Court in the above-referenced bankruptcy case that we as landlord hereby consent pursuant to 11 U.S.C. § 365(d)(4)(B)(ii) to an extension of the time period within which Amargosa Inc., f/k/a Eddie Bauer, Inc., may assume or reject the lease between us and Eddie Bauer, Inc., dated June 20, 2001, in Prime Outlets at Williamsburg in Williamsburg, Virginia, through the end of the day on **January 29, 2010**. We understand that you will be filing a motion with the Court requesting that extension.

Very truly yours,

WILLIAMSBURG OUTLETS, L.L.C.,
a Delaware limited liability company

By: Prime Retail Property Management,
LLC, a Delaware limited liability
company, its Agent

By: 

Name: H. Williams Rathbun, III

Title: Vice President - Associate General Counsel



217 East Redwood Street, 20th Floor, Baltimore, MD 21202, phone 410-234-0782, fax 410-234-1761

primeretail.com

December 30, 2009

Amargosa Inc.,
f/k/a Eddie Bauer, Inc.

Re: Consent to Extension of Time for Assumption or Rejection of Eddie Bauer Lease with Lee Outlets LLC, R234, in In Re Eddie Bauer Holdings, Inc., et al., Case No. 09-12099, U.S. Bankruptcy Court for the District of Delaware

Ladies and Gentlemen:

This letter will evidence our acknowledgement and confirmation to you and the Court in the above-referenced bankruptcy case that we as landlord hereby consent pursuant to 11 U.S.C. § 365(d)(4)(B)(ii) to an extension of the time period within which Amargosa Inc., f/k/a Eddie Bauer, Inc., may assume or reject the lease between us and Eddie Bauer, Inc., executed by us on October 23, 2003, for certain premises in the Prime Outlets at Lee in Lee, Massachusetts, through the end of the day on **January 29, 2010**. We understand that you will be filing a motion with the Court requesting that extension.

Very truly yours,

LEE OUTLETS LLC, a Delaware
limited liability company

By: Prime Retail Property Management,
LLC, a Delaware limited liability
company, its Agent

By: 

Name: H. William Rathbun, III

Title: Vice President - Associate General Counsel



217 East Redwood Street, 20th Floor, Baltimore, MD 21202, Phone 410-234-0782, Fax 410-234-1761

primeretail.com

December 30, 2009

Amargosa Inc.,
f/k/a Eddie Bauer, Inc.

Re: Consent to Extension of Time for Assumption or Rejection of Eddie Bauer Lease with Prime Outlets at Pleasant Prairie II, LLC, R381, in In Re Eddie Bauer Holdings, Inc., et al., Case No. 09-12099, U.S. Bankruptcy Court for the District of Delaware

Ladies and Gentlemen:

This letter will evidence our acknowledgement and confirmation to you and the Court in the above-referenced bankruptcy case that we as landlord hereby consent pursuant to 11 U.S.C. § 365(d)(4)(B)(ii) to an extension of the time period within which Amargosa Inc., f/k/a Eddie Bauer, Inc., may assume or reject the lease between us and Eddie Bauer, Inc., executed by us on June 23, 2005, for certain premises in the Prime Outlets at Pleasant Prairie in Kenosha, Wisconsin, through the end of the day on **January 29, 2010**. We understand that you will be filing a motion with the Court requesting that extension.

Very truly yours,

PRIME OUTLETS AT PLEASANT
PRAIRIE II, LLC, a Delaware limited
liability company

By: 

Name: H. William Bathburn, III

Title: Vice President-Associate General Counsel