

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

AMERICAN SIGNATURE, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-12105 (JKS)

(Jointly Administered)

**Ref. Docket Nos. 108, 130, 171, 174**

**DEBTORS' OMNIBUS REPLY IN SUPPORT  
OF COMBINED SALE/BID PROCEDURES MOTION**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) submit this omnibus reply (the “Omnibus Reply”) in support of the *Motion of the Debtors for Entry of Orders (I)(A) Approving Bid Procedures for the Sale of Substantially All of the Debtors’ Assets, (B) Authorizing the Debtors to Enter Into (I) Stalking Horse Asset Purchase Agreement and (II) Stalking Horse Agency Agreement and to Provide Bid Protections Thereunder, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of Assets Free and Clear of Liens, Claims, Interests, and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 108] (the “Combined Sale/Bid Procedures Motion”)<sup>2</sup> and in response to the objections filed by (a) the Official Committee of Unsecured Creditors (the “Committee”) [Docket No. 174] (the “Committee”

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings set forth in the Combined Sale/Bid Procedures Motion.



Objection”) and (b) the Office of the United States Trustee (the “UST”) [Docket No. 171] (the “UST Objection”), as well as a limited objection of Utica Park Place Owner, LLC and Canton Corners Shopping Center, L.L.C. and informal objections from other landlords (the “Landlord Comments”) [Docket No. 130] (collectively, the “Objections”). In response to the Objections and in further support of the Combined Sale/Bid Procedures Motion, the Debtors respectfully state as follows:

### **Preliminary Statement**

1. The Debtors entered these chapter 11 cases with the Stalking Horse Agreements in hand, which will maximize the value of the Aggregate Assets. The proposed Bidding Procedures, including the timeline for the sale and the Bid Protections for the Stalking Horse Bidder encompassed therein, provide a reasonable, and appropriate mechanism for ensuring that maximum value is realized for the Debtors’ assets under the circumstances of these cases.

2. Both the UST Objection and Committee Objection argue that the Bid Protections should not be provided to the Stalking Horse Bidder based on its status as an affiliate of the Debtors.<sup>3</sup> Neither Objection cites any legal authority or precedent for this proposition. Moreover, typical “bid protections” as the term is commonly understood are not proposed: there is no breakup fee. Rather, there is only an Expense Reimbursement of up to \$1.5 million and an Augment Purchase (*i.e.*, the requirement to purchase goods *at cost* that have been acquired by the Stalking Horse Bidder to include in GOB sales), capped at \$5 million, each of which will only be paid out of the proceeds of a Subsequent Transaction (as defined in the Stalking Horse APA). The Debtors

---

<sup>3</sup> The Committee and UST also both raised an objection to the DIP Agent or Prepetition ABL Agent being a consultation party, which issue has been resolved with the provision that neither the DIP Agent nor the Prepetition ABL Agent shall be a Consultation Party if either (i) the Stalking Horse Bidder has not been withdrawn its Stalking Horse Bid, or (ii) the DIP Agent or the Prepetition ABL Agent submits a credit bid for any of the Aggregate Assets.

submit that each of these limited Bid Protections is consistent with market standards in this District, is only payable from a Subsequent Transaction, and is reasonable under the circumstances in light of the substantial benefits to be realized by the Debtors' estates from setting a floor. In addition, the Augment Purchase will allow the Debtors' estates (or an alternative overbidder) to acquire the Additional Agent Goods at cost, which will provide additional value to the estates. The UST's objection to the Bid Protections receiving superpriority expense status ignores the critical condition that the Bid Protections are only payable from the proceeds of a Subsequent Transaction, out of which the Bid Protections will be paid. Moreover, superpriority expense status for Bid Protections is a standard provision in many bid procedures orders in this District.

3. The Committee also objects that the sale timeline is too short, especially in light of the Stalking Horse Bidder being an insider. However, the timing of the Sale Milestones is necessitated by the Debtors' circumstances, and appropriately takes into account the realities of the Debtors' liquidity needs. Specifically, the Debtors' estates only have sufficient funds to accommodate a Closing Date in early January 2026. As the Debtors are incurring ongoing operating losses, any delay in the sale process will be extremely costly, requiring the Debtors to incur additional administrative expenses. Moreover, the value of the Debtors' assets is expected to decline with the lapse of time. Accordingly, for each week that the timeline is pushed back and the Debtors' value is thereby eroded, it is anticipated that any purchaser will reduce its bid concomitantly and, together with the increased expenses of a longer process, less value will be available to the Debtors' creditors. Accordingly, a balance must be struck between the length of the sale process and the Debtors' funding needs. As the evidence will demonstrate at the hearing, the proposed timeline provides adequate time for all legitimate bidders to evaluate the Debtors' assets and make a viable bid.

4. The Committee, the UST, and the Landlord Limited Objection raise additional technical objections that the Debtors have attempted to resolve, as discussed in greater detail herein.

5. Accordingly, for the reasons set forth in further detail below, the Debtors submit that the Bidding Procedures represent a sound exercise of the Debtors' business judgment and should be approved.

### **Omnibus Reply**

#### **A. Bid Protections (Committee Objection and UST Objection)**

6. The Objections filed by the Committee and the UST request that the Bid Protections be denied or rationalized in light of the insider nature of the Stalking Horse Bidder. Here, the proposed Bid Protections consist of (i) the Expense Reimbursement capped at \$1.5 million, and (ii) the Augment Purchase, capped at \$5 million.

##### **1. Expense Reimbursement**

7. The Expense Reimbursement proposed is capped at \$1.5 million and represents an actual and necessary cost and expense incurred by the Stalking Horse Bidder that has the effect of preserving and maximizing the value of the Debtors' estates by setting a floor in the sale process. The Third Circuit Court of Appeals has made clear that an expense reimbursement may be approved so long as it provides some postpetition benefit to the debtor's estate. *See In re O'Brien Env'tl. Energy, Inc.*, 181 F.3d 527, 536 (3d Cir. 1999). This is assured by the condition that the Expense Reimbursement is only payable out of the proceeds of a Subsequent Transaction.

8. The UST asserts that "the burden on the Stalking Horse Bidder to conduct due diligence was significantly lower than it would have been on a true third-party purchaser." UST Objection at 10-11. The Committee similarly asserts that the Expense Reimbursement is not needed to conduct diligence on a company an affiliate controlled since 1948. Committee Objection

at 18. Their laser focus on due diligence is irrelevant, because the Stalking Horse Bidder is incurring significant legal and other expenses in formulating its bid and negotiating such bid with the Debtors and would not agree act as a floor in the sale process absent the Expense Reimbursement.

9. Further, the Debtors' decision with respect to the Bid Protections were reviewed and approved by the Co-CROs and the Conflicts Committee and is not subject to any sort of heightened scrutiny. *See In re Los Angeles Dodgers LLC*, 457 B.R. 308, 313 (Bankr. D. Del. 2011) ("the business judgment rule governs unless the opposing party can show one of four elements: (1) the directors did not in fact make a decision; (2) the directors' decision was uninformed; (3) the directors were not disinterested or independent; or (4) the directors were grossly negligent") (emphasis added).

10. Through negotiating and drafting the Stalking Horse APA, the Stalking Horse Bidder placed the estates' property in sales mode to attract other potential bidders. *See In re O'Brien Envtl. Energy, Inc.*, 181 F.3d at 536 (noting that placing the Debtors into a sales configuration mode supports the provision of an expense reimbursement).

11. Further, the Debtors needed to provide an incentive to the Stalking Horse Bidder in the form of the proposed Expense Reimbursement in order to reach agreement on the proposed sale. The Debtors are getting the tangible benefit of a floor-setting bid. *See, e.g., In re Reagan*, 403 B.R. 614, 619 (B.A.P. 8th Cir. 2009), *aff'd*, 374 F. App'x 683 (8th Cir. 2010) ("Stalking horse bids may generate interest in the assts and create a sense of confidence in the value of the assets among prospective buyers who might assume that a willing buyer has conducted due diligence."); *In re Alpha Nat. Res., Inc.*, 552 B.R. 314, 322 (Bankr. E.D. Va. 2016) (same).

12. The Stalking Horse APA sets a floor for a competitive, value-maximizing bidding process. Without the Expense Reimbursement, the Debtors might lose the opportunity to obtain the highest or otherwise best offer for the Debtors' assets and would certainly lose the downside protection that will be afforded by the existence of the Stalking Horse Bidder. The Stalking Horse Bidder also provides potential bidders with guidance as to a potential transaction structure and the Stalking Horse Agreement serves an important function in that it lays out a "roadmap" for potential bidders by proposing a structure to acquire the Debtors' assets.

13. Furthermore, an expense reimbursement can provide a benefit to the estate where, among other things, "the bid protection induces a bidder to adhere to its bid through an auction process." *In re Energy Future Holdings Corp.*, 904 F.3d 298, 314 (3d Cir. 2018)); *see also In re Integrated Res., Inc.*, 147 B.R. 650, 661 (S.D.N.Y. 1992) (bid protections may "ensure that a bidder does not retract its bid.").

14. Expense reimbursements have been approved previously under similar circumstances by this Court. *See, e.g., In re Genapsys, Inc.*, No. 22-10621 (BLS), Hr'g Tr. 33:7-15 (Bankr. D. Del. Aug. 22, 2022) [D.I. 195] (The Court stated: "I'm under no illusions that even a familiar stakeholder is obliged to spend money on professionals to assist in formulating a bid. That would happen even with a management bid as a practical matter. And so I'm not going to fault a stalking horse for engaging or seeking reimbursement of those expenses and I would be prepared to approve them notwithstanding my ruling on the breakup fee"). For the foregoing reasons, the Expense Reimbursement is appropriate and should be approved.

## **2. Augment Purchase**

15. As for the Augment Purchase, in connection with the contemplated transaction, the Stalking Horse Bidder may elect to purchase "Additional Agent Goods" that it believes will be

profitable to include in the liquidation sales. The Augment Purchase merely requires any overbidder to acquire those Additional Agent Goods, at cost, from the Stalking Horse Bidder. Accordingly, such overbidder would be paying for and receiving the goods, at cost, that the Stalking Horse Bidder has sourced and which it believes will bring in additional funds beyond the Augment Purchase price.<sup>4</sup> Like the Expense Reimbursement, the Augment Purchase, in any event, is only payable in the event of a Subsequent Transaction. The Stalking Horse Bidder and Agent have since agreed to cap the Augment Purchase at \$5,000,000 and provide for the ability of a successful overbidder to be refunded should any of the Additional Agent Goods be in a condition that is unsaleable. The Debtors submit that with such modifications, the Augment Purchase is not a deterrent for any bidder, and in fact represents a potential benefit to such potential bidder. Courts have previously approved similar provisions. *See, e.g., In re Caché, Inc.*, Case No. 15-10172 (MFW) (Bankr. D. Del. Feb. 25, 2015) (approving bidding protections including breakup fee,

---

<sup>4</sup> As set forth in the Bidding Procedures, as revised, Section 8.2(a)(iii) of the Stalking Horse APA provides that in addition to any payments that may be due pursuant to Section 8.2(a)(i), if the Stalking Horse APA is terminated pursuant to Section 12.1, other than termination pursuant to Section 12.1(c)(i) or Sections 12.1(d), the Sellers shall purchase from Buyer, at cost, all Additional Agent Goods (as defined in the Agency Agreement) acquired by Buyer or any designee in connection with the Stalking Horse APA and the Agency Agreement prior to the date of such termination (the “Augment Purchase”), subject to the cap set forth in the immediately following sentence. Notwithstanding the foregoing, however, in no event shall the aggregate cost of Additional Agent Goods to be purchased pursuant to the Augment Purchase exceed \$5,000,000. “Additional Agent Goods” refers to the Stalking Horse Agent’s right to purchase additional Merchandise in the Sale (as those terms are defined in the Stalking Horse Agency Agreement) procured by the Stalking Horse Agent which are of like kind, and no lesser quality to the Merchandise in the Sale. The Additional Agent Goods shall be purchased by the Stalking Horse Agent at the Stalking Horse Agent’s sole expense, to the extent provided in section 8.9 of the Stalking Horse Agency Agreement. Section 8.2(a)(iii) of the Stalking Horse APA also provides that Augment Purchase shall be made on the third Business Day following the consummation of a Subsequent Transaction solely out of and to the extent of the proceeds of the purchase price received by the Debtors from such Subsequent Transaction, in the manner provided in the Stalking Horse APA. The purchaser under any Subsequent Transaction shall have the right to assert that any Additional Agent Goods proposed to be included in the Augment Purchase are not of like kind to, or are of lesser quality than, the Merchandise (as defined in the Agency Agreement) and its sole recourse on account thereof shall be to exclude such Additional Agent Goods from the Augment Purchase. For the avoidance of doubt, resolution of a dispute as to the quality of the Additional Agent Goods cannot be a condition of closing or basis of delay therefor.

expense reimbursement, signage cost obligations and purchase order obligations); *In re Gordmans Stores, Inc.*, Case No. 17-80304 (Bankr. D. Neb. March 22, 2017).

16. The Stalking Horse Bidder was unwilling to enter into the Stalking Horse Bid or to set a floor on a purchase price for the Aggregate Assets without the Expense Reimbursement and the Augment Purchase, which represent reasonable bid protections that were negotiated in good faith and at arms' length between the parties. There is nothing novel about an affiliate participating in a stalking horse bid and this Court has approved bid protections for stalking horses that had connections to the Debtors in many other cases. *See, e.g., In re AeroFarms, Inc.*, Case No. 23-10737 (MFW) (Bankr. D. Del. July 20, 2023) [D.I. 191] (approving expense reimbursement to insider stalking horse bidder who was owned by a number of the debtor's equity holders and also a board member); *In re Lucky Brand Dungarees, LLC et al.*, Case No. 20-11768 (CSS) (Bankr. D. Del. July 30, 2020) [D.I. 251] (approving expense reimbursements to stalking horse bidders who were equity holders of the debtor); *In re DirectBuy Holdings, Inc.*, No. 16-12435 (CSS) (Bankr. D. Del. Dec. 1, 2016) [D.I. 126] (approving expense reimbursement for a stalking horse that was established by the holders of the debtors' prepetition secured notes, who were also 100% equity owners of the debtor parent); *In re BPS US Holdings Inc.*, No. 16-12373 (KJC) (Bankr. D. Del. Nov. 30, 2016) [D.I. 233] (approving expense reimbursement for stalking horse bidder that was the largest shareholder of the debtor).

17. Neither the Expense Reimbursement nor Augment Purchase will chill bidding as the Augment Purchase merely increases the inventory for sale, and the Expense Reimbursement represents an extraordinarily small percentage of the overall consideration any alternative bidder would need to pay. The Expense Reimbursement is solely for the purpose of reimbursing the Stalking Horse Bidder for costs incurred related to the Stalking Horse Bid and is exceedingly

reasonable, as it represents approximately 1% of the Purchase Price. The Expense Reimbursement is well within the range of bid protections approved in other cases before this Court. And both the Expense Reimbursement and Augment Purchase are only payable in the event of a Subsequent Transaction.

18. In addition, the UST argues that the Bid Protections should not be granted superpriority expense status. Inasmuch as the Bid Protections are only payable if there is a Subsequent Transaction, the superpriority of little practical consequence to the Debtors and their creditors. The only possible circumstance where it could come into play is if the Debtors fail to pay the Bid Protections notwithstanding receiving the proceeds of a Subsequent Transaction.

19. It is well established in the Third Circuit that bid protections must be approved under section 503(b) of the Bankruptcy Code. *In re Reliant Energy Channelview LP*, 594 F.3d 200, 206 (3d Cir. 2010) (“We concluded that a bidder must seek a break-up fee under 11 U.S.C. § 503(b), which, so far as germane here, permits payment of post-petition administrative expenses for the ‘actual, necessary costs and expenses of preserving the estate.’”).

20. Courts in this District routinely apply this principle to expense reimbursements, finding that expense reimbursements are entitled to superpriority administrative expense status as a result of the value provided to the estate. *See, e.g., In re Brooks Bros. Grp., Inc.*, No. 20-11785 (CSS) Bankr. D. Del. Aug. 3, 2020) [D.I. 285] (finding that the bid protections were actual and necessary costs and expenses within the meaning of section 503 and providing superpriority administrative expense status); *In re Lucky’s Market Parent Co., LLC*, No. 20-10166 (JTD) (Bankr. D. Del. Feb. 26, 2020) [D.I. 282] (finding that the bid protections were allowed superpriority administrative expense claims); *In re Celadon Grp., Inc.*, Case No. 19-12606 (KBO)

(Bankr. D. Del. Jan. 6, 2020) [D.I. 219] (finding that the bid protections were entitled to administrative expense priority status).

**B. Additional Objections of Committee**

21. The Committee argues that the sale timeline is too tight and should be extended. The proposed timeline from entry of the Bid Procedures Order and the Bid Deadline is approximately 21 days, which is well within the range approved in this district in other chapter 11 cases. *See, e.g., In re New Rue21 Holdco, Inc.*, No. 24-10939 (BLS) [Docket No. 194] (Bankr. D. Del. May 23, 2024) (approving bidding procedures with a bid deadline five days after entry of the bidding procedures order and a sale hearing 28 days after the petition date); *In re Casa Sys., Inc.*, No. 24-10695 (KBO) [Docket No. 261] (Bankr. D. Del. May 2, 2024) (approving bidding procedures with a bid deadline 22 days after entry of the bidding procedures order and a sale hearing 62 days after the petition date); *In re SC Healthcare Holding, LLC*, No. 24-10443 (TMH) [Docket No. 341] (Bankr. D. Del. May 21, 2024) (approving bidding procedures with a bid deadline 33 days after entry of the bidding procedures order and a sale hearing 112 days after the petition date); *In re Sientra, Inc.*, No. 24-10245 (JTD) [Docket No. 123] (Bankr. D. Del. Mar. 25, 2024) (approving bidding procedures with a bid deadline 20 days after entry of the bidding procedures order and a sale hearing 42 days after the petition date); *In re Nanostring Techs., Inc.*, No. 24-10160 (CTG) [Docket No. 384] (Bankr. D. Del. Mar. 28, 2024) (approving bidding procedures with a bid deadline 15 days after entry of the bidding procedures order and a sale hearing 75 days after the petition date); *In re Mabvax Therapeutics Holdings, Inc.*, No. 19-10603 (CSS) [Docket No. 78] (Bankr. D. Del. Apr. 8, 2019) (approving bidding procedures with a bid deadline 18 days after entry of the bid procedures order); *In re Things Remembered, Inc.*, No. 19-10248 (CSS) [Docket No. 100] (Bankr. D. Del. Mar. 13, 2019) (approving bidding procedures with a bid deadline seven days after entry of the bid procedures order and an auction scheduled for

26 days after entry of the order); *In re Charlotte Russe Holding, Inc.*, No. 19-10210 (LSS) [Docket No. 199] (Bankr. D. Del. Feb. 21, 2019) (approving bidding procedures with a bid deadline 10 days after entry of the bid procedures order and an auction scheduled for 29 days after entry of the order); *In re Maurice Sporting Goods, Inc.*, No. 17-12481 (CSS) [Docket No. 125] (Bankr. D. Del. Dec. 12, 2017) (entering a bid procedures order 22 days after the petition date and approving a bid deadline 10 days after entry of the order); *In re Golfsmith Int'l Holdings, Inc.*, No. 16-12033 (LSS) [Docket No. 196] (Bankr. D. Del. Oct. 6, 2016) (approving bidding procedures with a bid deadline 11 days after entry of the bid procedures order and an auction scheduled for 13 days after entry of the order).

22. The Debtors will present evidence at the hearing that the proposed sale timeline is reasonable and appropriate under the circumstances and will provide adequate opportunity for potential buyers to make viable bids.

23. The Committee has raised several other issues, as set forth (with proposed resolutions) below:

Issue	Committee Position	Debtor Response/Resolution
Consultation Rights	<p>The Bid Procedures should be revised to provide the Committee with consultation rights with respect to all aspects of the sale process and auction.</p> <p>Given the Debtors' conflict and affiliation with the Schottenstein Buyer, the Schottenstein Lender should not have any consultation rights unless the Schottenstein Buyer's bid is withdrawn</p>	<p>Order and Bidding Procedures have been revised to incorporate additional consultation rights. See Order (¶12, 13, 14), Bidding Procedures (multiple).</p> <p>Bidding Procedures have been revised to incorporate. See Bidding Procedures, Definition of "Consultation Parties."</p>
Independent Director	The Bid Procedures should confirm that all actions or decisions to be taken by the Debtors shall be taken by the Independent Director.	As set forth in the First Day Declaration, the Board of Directors of ASI constituted the Conflicts Committee comprised of the Independent Director, as sole

		member, and delegated to the Conflicts Committee, among other things, the full power and authority to negotiate, review, approve, and ratify all related party transactions. The Debtors will follow their governance documents, including with respect to the Conflicts Committee, but does not agree this is appropriate to add to the Bidding Procedures.
Sale Objection Deadline	The Bid Procedures currently set an objection deadline of December 30, the same date as the Bid Deadline and six days prior to the Auction. Neither the Committee nor creditors should be required to file objections to the sale until after the Auction has been conducted and the terms of the winning bid are known. Similarly, contract counterparties should be given sufficient time after the selection of the winning bidder to object to adequate assurance concerns. Any adjournment of the sale dates should be filed with the Court to ensure all stakeholders receive proper notice.	Debtors have added the following to the Order: “In the event that an Auction is conducted, the deadline for objections related to the conduct of the Auction shall be at the Sale Hearing. In the event that the Auction results in a Successful Bidder other than the Stalking Horse Bidder, the deadline for objections related to (i) the form of Sale Order approving such Successful Bidder’s asset purchase agreement, and (ii) the proposed asset purchase agreement between the Debtors and such Successful Bidder shall be at the Sale Hearing.” Order at ¶9.
Qualified Bids	The Debtors must provide the Committee with copies of all bids within one hour of receipt of the Bids given the truncated sale timeline.	Debtors have added the following to the Bidding Procedures: “The Debtors shall promptly provide the Consultation Parties with copies of all Bids received by the Debtors as soon as reasonably practicable following receipt thereof.” Bidding Procedures at p. 6.
Bid Protections	If the Court approves the Bid Protections, the Committee should have an opportunity to review the Schottenstein Buyer’s invoices and 14 days object to the reasonableness of any fees or expenses.	Debtors do not believe such a requirement is necessary.
Credit Bids	Any right to credit bid must be subject to the Committee’s challenge rights under section 363(k) of the Bankruptcy Code and the DIP Order.	Paragraph 21 of the Order already provides for this.

<p>Adequate Assurance of Future Performance</p>	<p>The Bid Procedures should set (i) a firm deadline for Debtors to provide adequate assurance of future performance; and (ii) a cure and assumption objection deadline allowing counterparties sufficient time to review and object. Any potential Assumption and Assignment Notice shall contain information of adequate assurance of future performance to the applicable lease counterparties pursuant to section 365 of the Bankruptcy Code.</p>	<p>Debtors have added the following to ¶22 of the Order: “When filing the Potential Assumption and Assignment Notice as to the Stalking Horse Bidder, the Debtors shall also serve information evidencing adequate assurance of future performance on the applicable landlords whose leases are potentially being assumed and assigned at Closing pursuant to section 365 of the Bankruptcy Code. Adequate assurance information for any Qualified Bidder other than the Stalking Horse Bidder shall be disseminated to landlords whose leases are potentially being assumed and assigned at Closing no later than one (1) business day of the Debtors’ qualifying such Bidder.”</p> <p>Debtors have added the following to ¶24: “<i>provided, however,</i> that if the Debtors conduct an Auction, then the deadline for a Counterparty to object to the ability of a Successful Bidder other than the Stalking Horse Bidder to provide adequate assurance of future performance shall be at or before the Sale Hearing.”</p>
<p>Potential Lease Assignment</p>	<p>If the Debtors seek to approve a sale to the Backup Bidder at the Sale Hearing and a lease counterparty objects to the assignment of its lease, the hearing on that objection shall be held on at least seven days’ notice to the applicable lease counterparty and shall not be heard at the Sale Hearing.</p>	<p>Debtors have modified ¶25: “If a Counterparty files a timely Assumption and Assignment Objection, the Court will hear and determine such objection at the Sale Hearing or such other date that the Debtors, the objecting Counterparty, and the Successful Bidder shall determine (subject to the Court’s calendar), or as otherwise ordered by the Court in the event the parties cannot agree on a hearing date.”</p>

**C. Additional Objections of UST**

24. The UST argues that the Debtors must provide evidence regarding the sale of personally identifiable information and whether the Sale requires the appointment of a consumer privacy ombudsman (“CPO”).

25. As noted by the UST, the privacy policy on the American Signature Furniture website, dated as of May 27, 2022 (the “ASF Privacy Policy”), provides that “[w]e will not sell or share any of your personal information with any non-affiliated company or agency except as in accordance with this Privacy Policy” but does not include any additional information regarding the sale of PII.<sup>5</sup> Accordingly, the Debtors will consent to the appointment of a CPO provided that the CPOs’ report and/or recommendations would only apply to buyers other than the Stalking Horse Bidder, which is an affiliate and expressly entitled to receive the information under the policy.

26. Finally, the UST objected to the DIP Agent or Prepetition ABL Agent being a consultation party, which issue has been resolved with the provision that neither the DIP Agent nor the Prepetition ABL Agent shall be a Consultation Party if either (i) the Stalking Horse Bidder has not been withdrawn its Stalking Horse Bid, or (ii) the DIP Agent or the Prepetition ABL Agent submits a credit bid for any of the Aggregate Assets.

**D. Landlord Comments**

27. The Landlord Limited Objection objects to “approval of the Motion to the extent that it seeks to prematurely limit the Landlords ability to object to assumption or assumption and assignment on any ground, at the appropriate time.” Landlord Limited Objection at 3.

---

<sup>5</sup> As further noted by the UST, the privacy policy on the Value City Furniture website is also dated as of May 27, 2022 and is substantially the same as the ASF Privacy Policy.

28. The Debtors have proposed to resolve the Landlord Limited Objection by adding the following italicized text to the Order:

- *In the event that an Auction is conducted, the deadline for objections related to the conduct of the Auction shall be at the Sale Hearing. In the event that the Auction results in a Successful Bidder other than the Stalking Horse Bidder, the deadline for objections related to (i) the form of Sale Order approving such Successful Bidder's asset purchase agreement, and (ii) the proposed asset purchase agreement between the Debtors and such Successful Bidder shall be at the Sale Hearing.*
- *When filing the Potential Assumption and Assignment Notice as to the Stalking Horse Bidder, the Debtors shall also serve information evidencing adequate assurance of future performance on the applicable landlords whose leases are potentially being assumed and assigned at Closing pursuant to section 365 of the Bankruptcy Code. Adequate assurance information for any Qualified Bidder other than the Stalking Horse Bidder shall be disseminated to landlords whose leases are potentially being assumed and assigned at Closing no later than one (1) business day of the Debtors' qualifying such Bidder.*
- All Assumption and Assignment Objections must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules, (c) state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Amount the Counterparty believes is required to cure defaults (as that concept is contemplated by section 365 of the Bankruptcy Code) under the relevant Potential Assigned Agreement; (d) be filed by no later than **4:00 p.m. (prevailing Eastern Time) on [•]**; and (e) be served on the Objection Notice Parties; *provided, however, that if the Debtors conduct an Auction, then the deadline for a Counterparty to object to the ability of a Successful Bidder other than the Stalking Horse Bidder to provide adequate assurance of future performance shall be at or before the Sale Hearing.*
- If a Counterparty files a timely Assumption and Assignment Objection, the Court will hear and determine such objection at the Sale Hearing or such other date that the Debtors, *the objecting Counterparty*, and the Successful Bidder shall determine (subject to the Court's calendar), *or as otherwise ordered by the Court in the event the parties cannot agree on a hearing date.*

29. Counsel for additional landlords provided additional comments which the Debtors agreed to treat as an informal objection. The Debtors are working with landlords to address their comments, as reflected in a revised form of order. The revised order, subject to further revisions as the Debtors and landlords work through further comments, is attached hereto as **Exhibit A**, and

a redline of changes against the original version is attached hereto as **Exhibit B**. The Debtors reserve the right to modify the proposed order in advance of the hearing.

**Conclusion**

30. Based on the foregoing, the Debtors request that the Court overrule the Objections and enter an order approving the Bidding Procedures.

Dated: December 13, 2025

**PACHULSKI STANG ZIEHL & JONES LLP**

/s/ Laura Davis Jones

---

Laura Davis Jones (DE Bar No. 2436)  
David M. Bertenthal (CA Bar No. 167624)  
919 North Market Street, 17th Floor  
P.O. Box 8705  
Wilmington, Delaware 19899-8705 (Courier 19801)  
Telephone: 302-652-4100  
Facsimile: 302-652-4400  
Email: ljones@pszjlaw.com  
dbertenthal@pszjlaw.com

*Proposed Counsel for the  
Debtors and Debtors in Possession*

**Exhibit A**

**Proposed Revised Bidding Procedures Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
AMERICAN SIGNATURE, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 25-12105 (JKS)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	<b>Re: Docket No. 108</b>

**ORDER (I) APPROVING BID PROCEDURES AND BID PROTECTIONS  
IN CONNECTION WITH MOTION TO APPROVE (A) STALKING HORSE ASSET  
PURCHASE AGREEMENT AND (B) STALKING HORSE AGENCY AGREEMENT;  
(II) SCHEDULING BID DEADLINES AND THE AUCTION; (III) APPROVING FORM  
AND MANNER OF NOTICE THEREOF; AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the above captioned debtors and debtors in possession (the “Debtors”) for the entry of an order (this “Order”): (i) (a) approving bidding procedures, substantially in the form attached hereto as Exhibit 1 (the “Bid Procedures”), to be used in connection with approval of a stalking horse bid (the “Stalking Horse Bid”), the terms of which are set forth in (I) that certain *Asset Purchase Agreement*, dated as of November 25, 2025 (the “Stalking Horse APA”) by and between the Debtors and ASI Purchaser LLC (and together with any applicable designee, the “Stalking Horse Buyer”) and SEI, Inc. as Guarantor and (II) the accompanying *Agency Agreement*, dated as of November 25, 2025 (the “Stalking Horse Agency Agreement”) by and between the Debtors and ASI Purchaser LLC (and/or its designee(s)) (the

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings given to them in Motion, the Bid Procedures attached hereto as Exhibit 1 or the Stalking Horse Agreements (defined below), as applicable.

“Stalking Horse Agent”) and SEI, Inc. as Guarantor<sup>3</sup>, or alternatively, to such bidder that submits the highest and best bid for the Aggregate Assets<sup>4</sup> at auction; (b) authorizing the Debtors to provide the Stalking Horse Bidder with the Expense Reimbursement and the Augment Purchase pursuant to the terms of the Stalking Horse Agreements, as modified by the Bidding Procedures; (c) scheduling an auction of the Aggregate Assets and scheduling the hearing to approve the sale of the Aggregate Assets; (d) approving the form and manner of notice of the proposed sale hearing, substantially in the form attached to hereto as Exhibit 2; (e) authorizing procedures governing the potential assumption and assignment of the Debtors’ certain executory contracts and unexpired leases in connection with the sale of the Aggregate Assets (each a “Potential Assigned Agreement” and, together, the “Potential Assigned Agreements”); and (f) approving the form and manner of notice to each relevant nondebtor counterparty to a Potential Assigned Agreement of (A) the Debtors’ calculation of the amount necessary to cure any defaults required to be cured under section 365 of the Bankruptcy Code under an applicable Potential Assigned Agreement and (B) certain other information regarding the potential assumption and assignment of Potential Assigned Agreements in connection with the sale of the Aggregate Assets, substantially in the form attached hereto as Exhibit 3; and (ii) an order (a) authorizing the sale of the Aggregate Assets free and clear of all liens, claims, interests, and encumbrances provided with such liens, claims, interests, and

---

<sup>3</sup> The Stalking Horse Agent and the Stalking Horse Buyer are collectively referred to as the “Stalking Horse Bidder.” The Stalking Horse APA and the Stalking Horse Agency Agreement are collectively referred to as the “Stalking Horse Agreements.”

<sup>4</sup> The Debtors’ assets subject to the transactions contemplated under the Stalking Horse Agency Agreement, pursuant to which the Stalking Horse Bidder will act as the Debtors’ agent for the purposes of liquidating their inventory, furniture, fixtures, and equipment at certain stores and distribution centers plus the assets to be sold to the Stalking Horse Bidder under the Stalking Horse APA, which include, *inter alia*, granting the Stalking Horse Bidder designation rights on substantially all of the Debtors’ leases and selling to the Stalking Horse Bidder certain of the Debtors’ assets, including the Debtors’ owned real estate assets, the Debtors’ intellectual property, and certain of the Debtors’ claims and causes of action and the other assets identified in the Stalking Horse APA, are collectively referred to as the “Aggregate Assets.”

encumbrances to attach to the proceeds of such sale; (b) authorizing the assumption and assignment of Potential Assigned Agreements; (c) granting related relief, all as more fully set forth in the Motion and upon the First Day Declaration; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and the Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court (the "Bid Procedures Hearing"); and the Court having determined that the legal and factual bases set forth in the Motion and at the Bid Procedures Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY FOUND AND DETERMINED THAT:**

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. The Court has jurisdiction to consider the Motion, the relief requested therein, and the transaction contemplated by the Stalking Horse Agreements in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This matter is a core proceeding

under 28 U.S.C. § 157(b). Venue of the Chapter 11 Cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. The bases for the relief requested in the Motion are sections 105, 363, 365, 503, 507, and 1146(a) of the Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Rules 2002(a)(2), 6004, 6006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2002-1, 6004-1, 9006-1, and 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedures of the United States District Court for the District of Delaware (the “Local Rules”).

D. The Debtors’ proposed notice of the Motion and the hearing thereon, including, without limitation, the Bid Procedures and the proposed entry of this Bid Procedures Order, is (i) appropriate and reasonably calculated to provide all interested parties with timely and proper notice; (ii) in compliance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules; and (iii) adequate and sufficient under the circumstances of the Chapter 11 Cases, such that no other or further notice is required.

E. The Debtors and their advisors are engaged in an extensive sale process to solicit and develop the highest or best offers for the Aggregate Assets.

F. A reasonable opportunity to object or be heard regarding the relief requested in the Motion (including, without limitation, with respect to the Bid Procedures and payment of the Expense Reimbursement and the Augment Purchase for the Aggregate Assets) has been afforded to parties in interest.

G. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Bid Procedures Order is in the best interests of the Debtors and their estates, creditors, interest holders, and all other parties in interest herein.

H. Each of the Bid Procedures comply with the requirements of Local Rule 6004-(1)(c).

I. The Sale Notice attached hereto as Exhibit 2 is fair, appropriate, and reasonably calculated to provide proper and sufficient notice to creditors, the Debtors' economic stakeholders, and other parties in interest of the Sale Hearing and the relief requested under the Motion, including, without limitation, the procedures and deadlines by which parties may object to the Motion. The Potential Assumption and Assignment Notice attached hereto as Exhibit 3 is fair, appropriate, and reasonably calculated to provide each Counterparty to the Potential Assigned Agreements with proper and sufficient notice of the potential assumption and assignment of such Potential Assigned Agreements by the Successful Bidder(s) or any of their known proposed assignees (if different from the Successful Bidder) and the requirement that each Counterparty assert any objection to the proposed Cure Amounts prior to the Assumption and Assignment Objection Deadline or otherwise be barred from asserting claims arising from events occurring following assumption and assignment of such Potential Assigned Agreements. The Assumption and Assignment Procedures comply with section 365 of the Bankruptcy Code and Bankruptcy Rule 6006.

J. The process for selecting the Stalking Horse bidder was fair and appropriate under the circumstances and in the best interests of the Debtors' estates. The Debtors have articulated

good and sufficient reasons for the Court to: (i) approve the Bid Procedures, (ii) schedule the Auction and approve the manner of notice of the Auction, (iii) approve the procedures for the assumption and assignment of the Potential Assigned Agreements, including notice of proposed Cure Amounts, and (iv) grant the Expense Reimbursement and the Augment Purchase, to the extent and as provided in the Stalking Horse Agreements and in this Bid Procedures Order.

K. The Bid Procedures and the Stalking Horse Agreements were negotiated among the Debtors, the Stalking Horse Bidder and Guarantor at arms' length and in good faith. The Stalking Horse Agreements represent the highest and otherwise best offer that the Debtors have received to date for the Aggregate Assets. Without the Stalking Horse Bid, the Debtors would likely realize a lower price for the Aggregate Assets. As such, the contributions of the Stalking Horse Bidder to the process have indisputably provided a substantial benefit to the Debtors, their estates, and creditors in these chapter 11 cases. The Stalking Horse Bid will enable the Debtors to secure a fair and adequate baseline price for the Aggregate Assets at the Auction (if any), and, accordingly, will provide a clear benefit to the Debtors' estates, their creditors, and all other parties in interest.

L. The Bid Procedures in the form attached hereto as Exhibit 1 are fair, reasonable, and appropriate, and are designed to maximize creditor recoveries from a sale of the Aggregate Assets and permit the Debtors to comply with their obligations and the Sale Milestones provided under the *Interim Order Under Bankruptcy Code Sections 105, 361, 362, 363, 364, 503, 506, 507 and 552, and Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014 (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting (A) Liens and*

*Providing Superpriority Administrative Expense Status, and (B) Adequate Protection to Prepetition Secured Creditors, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and Scheduling Final Hearing, and (V) Granting Related Relief*[Docket No. 83] (the “Interim DIP Order”) and are consistent with the Debtors’ exercise of their fiduciary duties under applicable law.

M. To the extent payable under the terms of the Stalking Horse Agreements, and this Bid Procedures Order, the Expense Reimbursement and the Augment Purchase for the Aggregate Assets (together, the “Bid Protections”): (i)(a) shall be deemed an actual and necessary cost and expense of preserving the Debtors’ estates, within the meaning of section 503(b) of the Bankruptcy Code; (b) shall constitute allowed superpriority expense claims against the Debtors’ estates pursuant to sections 105(a), 503(b) and 507(a)(2) of the Bankruptcy Code with priority over all other administrative expenses of the kind specified in section 503(b) of the Bankruptcy Code, provided that such superpriority claim shall be subject and subordinate to the Carve Out (as defined in the Interim DIP Order); (ii) are commensurate to the real and substantial benefit conferred upon the Debtors’ estates by the Stalking Horse Bidder; (iii) are reasonably tailored to encourage, rather than hamper, bidding for the Aggregate Assets, by providing a baseline of value, increasing the likelihood of competitive bidding at the Auction, and facilitating participation of other bidders in the sale process, thereby increasing the likelihood that the Debtors will receive the best possible price and terms for the Aggregate Assets; (iv) provide a substantial benefit to the Debtors’ estates and stakeholders and all parties in interest herein; (v) are reasonable and appropriate; (vi) are a material inducement for and condition necessary to ensure that the Stalking Horse Bidder will

continue to pursue the Stalking Horse Agreements to purchase the Aggregate Assets; and (vii) are reasonable in relation to the Stalking Horse Bidder's efforts and to the magnitude of the sale of the Aggregate Assets and the Stalking Horse Bidder's lost opportunities resulting from the time spent pursuing such transaction. Unless it is assured that the Bid Protections will be available, the Stalking Horse Bidder is unwilling to remain obligated to consummate the Stalking Horse Agreements or otherwise be bound under the Stalking Horse Agreements, including, without limitation, the obligations to maintain its committed offer while such offer is subject to higher or otherwise better offers as contemplated by the Bid Procedures.

N. The Stalking Horse Bidder shall act as the "stalking horse bidder" for the Aggregate Assets in accordance with the Stalking Horse Agreements.

O. The Bid Protections, as approved by this Bid Procedures Order, (i) are fair and reasonable, (ii) have been negotiated by the Stalking Horse Bidder and the Debtors at arm's length and in good faith, (iii) provide a benefit to the Debtors' estates and stakeholders, and (iv) are necessary to ensure that the Stalking Horse Bidder will continue to pursue the Stalking Horse Agreements and transactions contemplated thereby.

P. The Debtors have demonstrated a compelling and sound business justification for the Court to enter this Bid Procedures Order and thereby: (i) approve of the Bid Procedures as contemplated by the Stalking Horse Agreements and the Motion; (ii) authorize the Bid Protections, under the terms and conditions set forth in the Stalking Horse Agreements; (iii) set the dates of the Bid Deadline, Auction (if needed), Sale Hearing, and other deadlines set forth in the Bid Procedures; (iv) approve the proposed noticing procedures (the "Noticing Procedures") and the

forms of notice; and (v) approve the Assumption and Assignment Procedures and the forms of relevant notice. Such compelling and sound business justification, which was set forth in the Motion, the First Day Declaration, and on the record at the Bid Procedures Hearing, are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

**IT IS HEREBY ORDERED THAT:**

1. For the reasons stated on the record at the Bid Procedures Hearing, the Motion is granted as set forth herein.

2. All objections to the relief requested in the Motion, the filing and service of the proposed bidding procedures order approving the relief in the Motion, and the attachments to such order, that have not been withdrawn, waived, or settled as announced to the Court at the hearing on the Motion or by stipulation filed with the Court, are hereby overruled in all respects on the merits; except as otherwise stated on the record at the Bid Procedures Hearing.

3. The Bid Procedures are hereby approved in their entirety as modified by this Order, are incorporated herein by reference, and shall govern the bids and proceedings related to the sale of the Aggregate Assets and the Auction. The failure to specifically include or reference any particular provision of the Bid Procedures in the Motion or this Bid Procedures Order shall not diminish or otherwise impair the effectiveness of such procedures, it being the Court's intent that the Bid Procedures are approved in their entirety, as if fully set forth in this Bid Procedures Order. The Debtors are authorized to take all actions necessary or appropriate to implement the Bid Procedures.

## **Bid Procedures**

### **A. Approval of Dates and Deadlines Requested in the Motion.**

4. **Bid Deadline.** \_\_\_\_\_, 2025, at 4:00 p.m. (prevailing Eastern Time), is the deadline by which bids for the Aggregate Assets (as well as the deposit and all other documentation required under the Bid Procedures for Qualified Bidders) must be submitted in accordance with the terms of the Bid Procedures.

5. **Auction.** In the event the Debtors receive, on or before the Bid Deadline, one or more Qualified Bids in addition to the Stalking Horse Bid, an Auction shall be conducted on \_\_\_\_\_, \_\_\_\_:00 .m. (prevailing Eastern Time) at the offices of Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19801 (or by video conference to the live proceedings at this location) (the “Auction”). The Debtors shall provide notice of the date, time, and place of the Auction to the Qualified Bidders no later than one day before such Auction, and will post notice of the date, time, and place of the Auction no later than one business day before such Auction on the website of Verita Global, the Debtors’ notice and claims agent, Verita Global, at <https://www.veritaglobal.net/americansignature> (the “Case Information Website”). The Debtors are authorized to conduct the Auction in accordance with the Bid Procedures.

6. No later than the earlier of (a) five business hours<sup>5</sup> following the conclusion of the Auction, if held, or (b) noon the calendar day following the conclusion of the Auction, if held, the Debtors shall file with the Court a notice of the Auction results and serve such notice by

---

<sup>5</sup> Reference to business hours shall mean hours within 9am to 5pm prevailing Eastern time on business days.

electronic mail (if known), or otherwise by overnight mail, on Counterparties (and their counsel of record, if known) and any other parties that have requested service pursuant to Bankruptcy Rule 2002. Objections to the conduct of the Auction, the Successful Bidder, or, if applicable, the sale of the Aggregate Assets to the Successful Bidder or the sale to the Stalking Horse Bidder shall be made at the Sale Hearing. The notice will include the identity of the Successful Bidder, any Back-Up Bidder, the amount of the winning bid and any back-up bid, and, if the Successful Bidder or Back-Up Bidder is a credit bidder, what portion of the bid is a credit bid and what portion (if any) is cash. If the Successful Bidder or Back-Up Bidder is an affiliate of the Debtors, the notice shall provide such disclosure.

7. **Sale Hearing.** The Sale Hearing for the Aggregate Assets shall be held in the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Courtroom No. 6, Wilmington, Delaware 19801, on \_\_\_\_\_, at \_\_:00 .m. (**prevailing Eastern Time**) or such other date and time that the Court may later direct or as agreed upon by the Debtors and the Successful Bidder(s); *provided, however*, that the Sale Hearing may be adjourned, from time to time, without further notice to creditors or parties in interest other than by filing a notice on the Court's docket or by announcement of any continued hearing in open Court or on the Court's docket.

**B. Sale Objections.**

8. Objections to the sale of the Aggregate Assets, if any, must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) be filed with the Court by no later than \_\_\_\_\_, at 4:00 p.m. (**prevailing Eastern Time**) (the "Sale Objection Deadline"),

and (d) be served on: (1) proposed counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19899, Attn: Laura Davis Jones, Esq. (ljones@pszjlaw.com) and David M. Bertenthal, Esq. (dbertenthal@pszjlaw.com); (2) proposed counsel to the official committee of unsecured creditors appointed in the Chapter 11 Cases (the “Committee”), (a) Kelley Drye & Warren LLP, 3 World Trade, 175 Greenwich Street, New York, NY 10007 Attn: Eric R. Wilson (ewilson@kelleydrye.com), Jason R. Adams (jadams@kelleydrye.com), and Maeghan J. McLoughlin (mmcloughlin@kelleydrye.com)), and (b) Cole Schotz, 500 Delaware Avenue, Suite 600, Wilmington, DE 19801, Attn: Justin Alberto (jalberto@coleschotz.com), Seth Van Aalten (svanaalten@coleschotz.com) and Sarah Carnes (scarnes@coleschotz.com); (3) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801, Attn: Malcolm M. Bates, Esq. (malcolm.m.bates@usdoj.gov) (the “U.S. Trustee”); (4) counsel to the counsel to the DIP Agent and Prepetition ABL Agent, (a) Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola, Esq. (jventola@choate.com), Jonathan D. Marshall, Esq. (jmarshall@choate.com) and Lucas B. Barrett, Esq. (lbarrett@choate.com) and (b) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801, Attn: Daniel J. DeFranceschi, Esq. (defranceschi@RLF.com), John H. Knight, Esq. (Knight@RLF.com) and Matthew P. Milana, Esq. (Milana@RLF.com); (5) counsel to the Stalking Horse Bidder, (a) Wachtell, Lipton, Rosen & Katz, 51 West 52<sup>nd</sup> Street, New York, NY 10019, Attn: Scott Charles, Esq. (SKCharles@wlrk.com) and Neil M. Snyder, Esq. (NMSnyder@wlrk.com) and (b) Morris Nichols Arsht & Tunnell, 1201 North Market Street, 16<sup>th</sup> Floor, P.O. Box 1347, Wilmington DE

19899-1347, Attn: Derek C. Abbott (dabbott@morrisnichols.com) (6) counsel to the Prepetition Term Agent, (a) Goldberg Kohn, 55 East Monroe Street, Chicago, Ill 60603-5792, Attn: Randall Klein, Esq. (randall.klein@goldbergkohn.com) and Zachary Garrett, Esq. (zachary.garrett@goldbergkohn.com) and (b) Blank Rome LLP, 1201 N. Market Street, Suite 800, Wilmington, DE 19801, Attn: Stanley B. Tarr, Esq. (stanley.tarr@blankrome.com); (7) proposed counsel to the Conflicts Committee, (i) Goodwin Procter LLP, 620 Eighth Ave., New York, NY 10018, Attn: Kizzy L. Jarashow, Esq. (kjarashow@goodwinlaw.com) and Stacy Dasaro, Esq. (sdasaro@goodwinlaw.com) and (ii) Potter Anderson & Corroon LLP 1313 North Market Street, 6th Floor, Wilmington, Delaware 19801, Attn: L. Katherine Good, Esq. (kgood@potteranderson.com); and (8) any other party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the “Objection Notice Parties”). Except as otherwise set forth herein, the failure of any objecting person or entity to timely file an objection prior to the Sale Objection Deadline shall be a bar to the assertion at the Sale Hearing or thereafter of any objection to the relief requested by the Debtors, or the consummation and performance of the sale of the Aggregate Assets to the Successful Bidder, including the sale of the Aggregate Assets free and clear of all liens, claims, interests, and other encumbrances (with the same to attach to the cash proceeds of the sale of the Aggregate Assets to the same extent and with the same order of priority, validity, force and effect which they previously had against the Aggregate Assets, subject to the rights and defenses of the Debtors and the Debtors’ estates with respect thereto), and the Debtors’ assumption and assignment of the Potential Assigned Agreements to the Successful Bidder.

9. In the event that an Auction is conducted, the deadline for objections by parties in interest in the Chapter 11 Cases with standing to raise such objections related to the conduct of the Auction shall be at the Sale Hearing. In the event that the Auction results in a Successful Bidder other than the Stalking Horse Bidder, the deadline for objections related to (i) the form of Sale Order approving such Successful Bidder's asset purchase agreement, and (ii) the proposed asset purchase agreement between the Debtors and such Successful Bidder shall be at the Sale Hearing.

**C. Auction, Bid Procedures, and Related Relief.**

10. The Bid Procedures, substantially in the form attached hereto as **Exhibit 1** are incorporated herein and are hereby approved in their entirety, as modified by this Order, and the Bid Procedures shall govern the submission, receipt, and analysis of all Bids relating to the sale of the Aggregate Assets. Any party desiring to submit a Bid for the Aggregate Assets shall comply with the Bid Procedures and this Bid Procedures Order. The Debtors are authorized to take any and all actions necessary to implement the Bid Procedures.

11. **Noticing Procedures.** The Noticing Procedures as set forth in this Bid Procedures Order and the Motion, including the form of Sale Notice attached hereto as **Exhibit 2**, are hereby approved. Within three (3) business days after entry of this Bid Procedures Order, the Debtors shall serve the Sale Notice by email (where known) and by first-class mail upon: (a) counsel to the Committee; (b) the U.S. Trustee; (c) counsel to DIP Agent and Prepetition ABL Agent; (d) counsel to the Stalking Horse Bidder; (e) counsel to the Prepetition Term Agent; (f) all known creditors of the Debtors (for whom identifying information and addresses are available to

the Debtors); (g) the Internal Revenue Service; (h) all applicable federal, state, and local taxing authorities; (i) all persons and entities known by the Debtors to have expressed an interest to the Debtors in the Aggregate Assets; (j) all persons and entities known by the Debtors to have asserted any lien, claim, interest or encumbrance in the Aggregate Assets (for whom identifying information and addresses are available to the Debtors); (k) Counterparties to Potential Assigned Agreements, as well as counsel of record for all Counterparties to Potential Assigned Agreements, if known; (l) any governmental authority known to have a claim against the Debtors in the Chapter 11 Cases; (m) the United States Securities and Exchange Commission; (n) the United States Attorney's Office for the District of Delaware; (o) United States Attorney General's Office for the District of Delaware; (p) the Office of the Attorney General and the Secretary of State in each state in which the Debtors operate; (q) counsel to the Conflicts Committee; (r) all of the parties entitled to notice pursuant to Bankruptcy Rule 2002; and (s) all other parties as directed by the Court (collectively, the "Sale Notice Parties"). In addition to effectuating service upon the Sale Notice Parties, the Debtors shall file a copy of the Sale Notice on the docket. On the same date, the Debtors shall post the Sale Notice on the Case Information Website and may, in their discretion, publish a notice substantially similar to the Sale Notice in *USA Today*, *The New York Times National Edition* or similar publication with national circulation. Service of the Sale Notice on the Sale Notice Parties and publication thereof in the manner described in this Bid Procedures Order constitutes good and sufficient notice of the Auction and the Sale Hearing. No other or further notice is required.

12. **Cancellation or Adjournment of Auction.** If the Debtors do not receive any Qualified Bids (other than the Stalking Horse Bid): (a) the Debtors shall cancel the Auction and will not hold the Auction, (b) the Stalking Horse Bidder will be deemed the Successful Bidder for the Aggregate Assets, and (c) the Debtors shall be authorized to seek approval of the Stalking Horse Agreements for the Aggregate Assets at the Sale Hearing; *provided, however*, that the Debtors may, in their discretion, open the Auction solely for the purpose of reflecting on the record that no other Qualified Bids were received other than the Stalking Horse Bid for the Aggregate Assets. If the Debtors, in consultation with the Consultation Parties, determine not to conduct an Auction for the Aggregate Assets, the Debtors shall file a notice with the Court of such determination within one (1) business day of making such determination.

13. The Debtors reserve the right, in their business judgment and in consultation with the Consultation Parties, to adjourn the Auction one or more times, to, among other things, (i) facilitate discussions between the Debtors and Qualified Bidders, (ii) allow Qualified Bidders to consider how they wish to proceed, and (iii) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their business judgment, may require that the Qualified Bidder has sufficient internal resources or has received sufficient noncontingent debt and/or equity funding commitments to consummate the proposed sale of the Aggregate Assets at the prevailing Overbid amount.

14. The Debtors shall consult with the Consultation Parties in good faith regarding the sale process for the Aggregate Assets and the Sale Transactions, including evaluation of any and all Bids, scheduling and operation of the Auction (if applicable), and selection of a

Winning Bid, as well as any modifications of the Bid Procedures; *provided* that, the Debtors shall not consult with a Consultation Party regarding the Debtors' evaluation of Bids or the selection by the Debtors of a Winning Bid if such Consultation Party, or an affiliate of such Consultation Party, has submitted a competing Bid, unless and until the Consultation Party (or such affiliate) unequivocally revokes in writing its Bid and waives its right to further bid; *provided* that, for the avoidance of doubt, nothing in this paragraph shall prohibit the Debtors from negotiating Bids, clarifying the terms of Bids (whether with the maker of such Bid, any other Bid or otherwise) or otherwise interacting in any customary fashion with bidders.

15. **Stalking Horse Bid Protections.** The Stalking Horse Agent and the Stalking Horse Buyer are hereby approved as the Stalking Horse Bidder for the Aggregate Assets pursuant to the terms of the Stalking Horse Agreements.

16. The Stalking Horse Bid for the Aggregate Assets shall be subject to higher or otherwise better Qualified Bids, in accordance with the terms of the Bid Procedures, provided that approval of the Stalking Horse Agreements is subject to entry of the Approval Order.

17. The Stalking Horse Bidder is a Qualified Bidder and the Stalking Horse Bid as set forth in the Stalking Horse Agreements is a Qualified Bid.

18. No person or entity other than the Stalking Horse Bidder shall, with respect to any bid for the Aggregate Assets, be entitled to any expense reimbursement, break-up fees, "topping" fee, termination fee, or other similar fee or payment; by submitting a bid, such person or entity is deemed to have waived their right to request or to file with the Court any request for

expense reimbursement, break-up fees, “topping” fee, termination fee, or other similar fee or payment of any nature, whether by virtue of section 503(b) of the Bankruptcy Code or otherwise.

19. The Bid Protections are each approved on the terms set forth in the Stalking Horse Agreements. Pursuant to sections 105, 363, 364, 503 and 507 of the Bankruptcy Code, the Debtors are authorized to pay, or cause to be paid, the Bid Protections to the Stalking Horse Bidder in accordance with the terms of the Stalking Horse Agreements without further order of the Court. The Bid Protections shall only be payable if the conditions to payment of such amounts set forth in the Stalking Horse Agreements have been satisfied and shall, to the extent payable, be paid solely from the proceeds of a Subsequent Transaction (as defined in the Stalking Horse APA). Subject in all respects to the immediately preceding sentence, the Bid Protections: (i) shall be deemed an actual and necessary cost and expense of preserving the Debtors’ estates, within the meaning of section 503(b) of the Bankruptcy Code; (ii) shall constitute allowed superpriority expense claims against the Debtors’ estates pursuant to sections 105(a), 503(b) and 507(a)(2) of the Bankruptcy Code with priority over all other administrative expenses of the kind specified in section 503(b) of the Bankruptcy Code, provided that such superpriority claim shall be subject and subordinate to the Carve Out (as defined in the Interim DIP Order); and (iii) shall survive the termination of the Stalking Horse Agreements and dismissal or conversion of the Chapter 11 Cases.

20. Notwithstanding that the Bid Protections shall constitute allowed superpriority expense claims against the Debtors’ estates, the Bid Protections shall be payable solely from the proceeds of a Subsequent Transaction by the Debtors as set forth in section 8.2 of

the Stalking Horse APA and in accordance with terms thereof and this Bid Procedures Order without further order from the Court.

**D. Credit Bidding**

21. Unless otherwise ordered by the Court, any Qualified Bidder who has a valid, perfected, and enforceable lien on any assets of the Debtors' estates (a "Secured Creditor") and the right, power, and authorization to credit bid claims secured by such liens, shall have the right to credit bid all or a portion of such Secured Creditor's secured claims within the meaning of, and subject to, section 363(k) of the Bankruptcy Code, including the rights of the Debtors, the Committee and other parties in interest in the Chapter 11 Cases to object to such credit bid.

**APPROVAL OF THE ASSUMPTION AND  
ASSIGNMENT PROCEDURES FOR BID PROCEDURES**

22. The Assumption and Assignment Procedures set forth in the Motion and herein are hereby approved. The Potential Assumption and Assignment Notice substantially in the form attached to this Bid Procedures Order as **Exhibit 3** is approved for the Aggregate Assets. No other or further notice is required.<sup>6</sup> When filing the Potential Assumption and Assignment Notice as to the Stalking Horse Bidder, the Debtors shall also serve information evidencing adequate assurance of future performance on the applicable landlords whose leases are potentially being assumed and assigned at Closing pursuant to section 365 of the Bankruptcy Code. Adequate assurance information for any Qualified Bidder other than the Stalking Horse Bidder shall be

---

<sup>6</sup> To extent the identity of the assignee designated by the Stalking Horse Bidder to any Potential Assigned Agreement is not provided in any Potential Assumption and Assignment Notice or Supplemental Potential Assumption and Assignment Notice, the Counterparty to any Potential Assigned Agreement shall not be required to file an Assumption and Assignment Objection solely on the grounds of (i) the identity of the proposed assignee to the Potential Assigned Agreement, or (ii) the ability of the proposed assignee to provide adequate assurances of future performance under any Potential Assumed Agreement.

disseminated to landlords whose leases are potentially being assumed and assigned at Closing no later than one (1) business day of the Debtors' qualifying such Bidder.

23. No later than three (3) business days after entry of this Bid Procedures Order, the Debtors shall file with the Court and post on the Case Information Website, the Potential Assumption and Assignment Notice and serve such notice (a) by overnight delivery service upon the Counterparties at the address set forth in the notice provision of the applicable Potential Assigned Agreement (and their counsel, if known) and (b) by first class mail, email, or fax upon the Objection Notice Parties. The Potential Assumption and Assignment Notice shall notify the Counterparties that the applicable Potential Assigned Agreements are subject to potential assumption and assignment and of the Debtors' proposed Cure Amounts relating to such Potential Assigned Agreements.

24. Any Counterparty may object to the proposed assumption or assignment of its Potential Assigned Agreement, the Debtors' proposed Cure Amounts with respect to its Potential Assigned Agreement, if any, or the ability of the Stalking Horse Bidder to provide adequate assurance of future performance (collectively, an "Assumption and Assignment Objection").<sup>7</sup> All Assumption and Assignment Objections must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules, (c) state, with specificity, the legal and

---

<sup>7</sup> Except with respect to the Leases and Potential Assigned Agreements Primarily Related to such Lease (as those terms are defined in the Stalking Horse APA) that the Stalking Horse Bidder (in the event that it is the Successful Bidder) may designate for assumption and assignment to an assignee other than the Stalking Horse Bidder, notice of which designation shall be served by the Debtors on the affected counterparties and which notice will disclose the designated Lease and Potential Assigned Agreements Primarily Related to such Lease and the applicable assignee.

Section 3.6 of the Stalking Horse APA permits the Stalking Horse Bidder to add certain Contracts to the Assigned Agreements for assumption and assignment (including to its delegee) following the Closing until the Designation Deadline and for the assumption and assignment of such Contracts (including to its delegee) in accordance with the terms and conditions of that agreement.

factual bases thereof, including, if applicable, the Cure Amount the Counterparty believes is required to cure defaults (as that concept is contemplated by section 365 of the Bankruptcy Code) under the relevant Potential Assigned Agreement; (d) be filed by no later than **4:00 p.m. (prevailing Eastern Time) on \_\_\_\_\_**; and (e) be served on the Objection Notice Parties; *provided, however*, that if the Debtors conduct an Auction, then the deadline for a Counterparty to object to the ability of a Successful Bidder other than the Stalking Horse Bidder to provide adequate assurance of future performance shall be at or before the Sale Hearing.

25. If a Counterparty files a timely Assumption and Assignment Objection, the Court will hear and determine such objection at the Sale Hearing or such other date that the Debtors, the objecting Counterparty, and the Successful Bidder shall determine (subject to the Court's calendar), or as otherwise ordered by the Court in the event the parties cannot agree on a hearing date.

26. If a Counterparty fails to file with the Court and serve a timely Assumption and Assignment Objection, the Counterparty shall be forever barred from asserting any such objection with regard to the assumption or assignment of its Potential Assigned Agreement, and, notwithstanding anything to the contrary in the Potential Assigned Agreement or any other document, the Cure Amounts set forth in the Potential Assumption and Assignment Notice shall be controlling and shall be the only amount necessary to cure outstanding defaults under the applicable Potential Assigned Agreement under section 365(b) of the Bankruptcy Code arising out of or related to the Potential Assigned Agreement following the assumption and assignment thereof, whether known or unknown, due or to become due, accrued, absolute, contingent or

otherwise; and the Counterparty shall be forever barred from asserting any cure or other pre-assignment amounts in excess of the Cure Amount set forth in the applicable Potential Assumption and Assignment Notice with respect to such Potential Assigned Agreement against the Debtors, the Successful Bidder or the property of any of them; *provided, however*, that a Counterparty shall not be barred from seeking additional amounts on account of any defaults occurring between the service of the Potential Assumption and Assignment Notice and the effective date of the assumption and assignment of the applicable Potential Assigned Agreement.

27. In the event that any additional Potential Assigned Agreements are noticed for assumption or assignment or any previously stated Cure Amounts are modified in accordance with the Stalking Horse Agreements, the Successful Bidder's asset purchase agreement or the Assumption and Assignment Procedures, the Debtors will promptly file with the Court and serve a supplemental assumption and assignment notice, by overnight mail and, if known, e-mail, on the applicable Counterparties and their counsel of record, if any (collectively, a "Supplemental Assumption and Assignment Notice"). Each Supplemental Assumption and Assignment Notice will include the same information with respect to the applicable Potential Assigned Agreement as is required to be included in the Potential Assumption and Assignment Notice.

28. Any Counterparty listed on a Supplemental Assumption and Assignment Notice whose Potential Assigned Agreement is proposed to be assumed and assigned and was not included in the Potential Assumption and Assignment Notice may object to the proposed assumption or assignment of its Potential Assigned Agreement, the Debtors' proposed Cure Amounts with respect to its Potential Assigned Agreement, if any, or the ability of the Successful

Bidder to provide adequate assurance of future performance (collectively, a “Supplemental Assumption and Assignment Objection”). All Supplemental Assumption and Assignment Objections must (a) be in writing; (b) comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules; (c) state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Amounts the Counterparty believes is required to cure defaults (as that concept is contemplated by section 365 of the Bankruptcy Code) under the relevant Potential Assigned Agreement; (d) be filed by no later than ten (10) calendar days after the date of service of such Supplemental Assumption and Assignment Notice; and (e) be served on the Objection Notice Parties. Each Supplemental Assumption and Assignment Objection, if any, shall be resolved in the same manner as an Assumption and Assignment Objection. For the avoidance of doubt, if a Potential Assigned Agreement was listed in the Potential Assumption and Assignment Notice and the previously stated Cure Amount is modified in the Supplemental Assumption and Assignment Notice, the Counterparties to such Potential Assigned Agreement may file a Supplemental Assumption and Assignment Objection only if such objection is to the modified Cure Amount.

29. If a Counterparty fails to file with the Court and serve on the Assumption and Assignment Objection Notice Parties a timely Supplemental Assumption and Assignment Objection, the Counterparty shall be forever barred from asserting any such objection with regard to the assumption or assignment of its Potential Assigned Agreement and, notwithstanding anything to the contrary in the Potential Assigned Agreement or any other document, the Cure Amounts set forth in the Supplemental Assumption and Assignment Notice shall be controlling and shall be the only amount necessary to cure outstanding defaults under the applicable Potential

Assigned Agreement under section 365(b) of the Bankruptcy Code arising out of or related to the Potential Assigned Agreement following the assumption and assignment thereof, whether known or unknown, due or to become due, accrued, absolute, contingent, or otherwise; and the Counterparty shall be forever barred from asserting any cure or other pre-assignment amounts in excess of the Cure Amount set forth in the applicable Supplemental Assumption and Assignment Notice with respect to such Potential Assigned Agreement against the Debtors, the Successful Bidder or the property of any of them; *provided, however*, that a Counterparty shall not be barred from seeking additional amounts on account of any defaults occurring between the service of the Supplemental Assumption and Assignment Notice and the effective date of the assumption and assignment of the Potential Assigned Agreement.

#### **MISCELLANEOUS PROVISIONS FOR BID PROCEDURES**

30. No later than seven days prior to the Sale Objection Deadline, the Debtors shall file a proposed form of Approval Order on the public docket in these chapter 11 cases.

31. Nothing in this Bid Procedures Order authorizes the assumption of the PNC Mortgage Loan as may be contemplated by the Bid Procedures or the Stalking Horse APA. Any such assumption shall be subject to the consent of PNC Bank, National Association or further order of this Court.

32. The failure to include or reference a particular provision of the Bid Procedures specifically in this Bid Procedures Order shall not diminish or impair the effectiveness or enforceability of such a provision.

33. In the event of any inconsistencies between this Bid Procedures Order and the Motion and/or the Bid Procedures, this Bid Procedures Order shall govern in all respects.

34. This Bid Procedures Order, and the claims granted hereunder in favor of the Stalking Horse Bidder on account of the Bid Protections, shall be binding on the Debtors, including any chapter 7 or chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

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

36. All time periods set forth in this Bid Procedures Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

37. To the extent the dates and deadlines herein are modified pursuant to the Bid Procedures and such modification is inconsistent with the requirements of Local Rule 9006-1(b), such requirements shall be deemed satisfied.

38. Notwithstanding any Bankruptcy Rule (including, without limitation, Bankruptcy Rule 6004(h), 6006(d), 7062 or 9014) or Local Rule that might otherwise delay the effectiveness of this Bid Procedures Order, the terms and conditions of this Bid Procedures Order shall be immediately effective and enforceable upon its entry.

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

40. All persons or entities (whether or not Qualified Bidders) that participate in the bidding process, including submitting a bid for any of the Aggregate Assets during the sale process and/or Auction, shall be deemed to have knowingly and voluntarily (a) submitted to the exclusive jurisdiction of this Court with respect to all matters related to the terms and conditions of the transfer of the Aggregate Assets, the Auction, and any related transaction(s), (b) consented to the entry of a final order by this Court in connection with the Motion or this Bid Procedures Order (including any disputes related to the bidding process, the Auction, and/or any related transaction(s)) to the extent that it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution, and (c) waived any right to jury trial in connection with any disputes relating to the any of the foregoing matters.

41. The Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Bid Procedures Order. The Court has the authority to fashion appropriate relief, on an emergency basis or otherwise, for any violations of this Bid Procedures Order or the Bid Procedures.

**EXHIBIT 1**

**Bid Procedures**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

---

In re:

AMERICAN SIGNATURE, INC., *et al.*,<sup>1</sup>

Debtors.

---

)  
) Chapter 11  
)  
) Case No. 25-12105 (JKS)  
)  
) (Jointly Administered)  
)  
)

**BID PROCEDURES**

On November 22, 2025 (the “Petition Date”), the above captioned debtors and debtors in possession (together, the “Debtors”) each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Court”). On November 26, 2025, the Debtors filed the *Motion of the Debtors for Entry of Orders (I)(A) Approving Bid Procedures for the Sale of Substantially All of the Debtors’ Assets, (B) Authorizing the Debtors to Enter Into (I) Stalking Horse Asset Purchase Agreement and (II) Stalking Horse Agency Agreement and to Provide Bid Protections Thereunder, (C) Scheduling An Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of Assets Free and Clear of Liens, Claims, Interests, and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief*, Docket No. 108 (the “Motion”).

On December \_\_, 2025, the Court entered the *Order (I) Approving Bid Procedures and Bid Protections in Connection with Motion to Approve (A) Stalking Horse Asset Purchase Agreement and (B) Stalking Horse Agency Agreement; (II) Scheduling Bid Deadlines and the Auction, (III) Approving Form and Manner of Notice Thereof, and (IV) Granting Related Relief*, Docket No. [●] (the “Bid Procedures Order”), with respect to the procedures contemplated herein (the “Bid Procedures”). The Bid Procedures set forth the process by which the Debtors are authorized to solicit bids and conduct an auction (the “Auction”) to determine the Successful Bidder for the Aggregate Assets (as each term is defined below).

To effectuate the sale of the Aggregate Assets, the Debtors have submitted for approval that certain *Asset Purchase Agreement*, dated as of November 25, 2025 (the “Stalking Horse APA”) by and between the Debtors and ASI Purchaser LLC (and together with any applicable designee, the “Stalking Horse Buyer”) and SEI, Inc. as Guarantor, and the accompanying *Agency Agreement*, dated as of November 25, 2025 (the “Stalking Horse Agency Agreement”) by and

---

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.

between the Debtors and ASI Purchaser LLC (and/or its designee(s)) (the “Stalking Horse Agent”) and SEI, Inc. as Guarantor.<sup>2</sup> The Debtors’ assets subject to the transactions contemplated under the Stalking Horse Agency Agreement, pursuant to which the Stalking Horse Bidder will act as the Debtors’ agent for the purposes of liquidating their inventory, furniture, fixtures, and equipment at certain stores and distribution centers plus the assets to be sold to the Stalking Horse Bidder under the Stalking Horse APA, which include, *inter alia*, granting the Stalking Horse Bidder designation rights on substantially all of the Debtors’ leases and selling to the Stalking Horse Bidder certain of the Debtors’ assets, including the Debtors’ owned real estate assets, the Debtors’ intellectual property, and certain of the Debtors’ claims and causes of action and the other assets identified in the Stalking Horse APA, are collectively referred to as the “Aggregate Assets.”

The consummation any Sale Transaction by the Debtors shall be subject to competitive bidding as set forth in these Bid Procedures and approval of any Sale Transaction by the Court. The Debtors will consider bids for any or all of the Aggregate Assets in a single bid from a single bidder or in multiple bids from multiple bidders. Any bid for less than all of the Aggregate Assets, even if such bid is the highest or otherwise best bid for such Aggregate Assets, is subject to higher or otherwise better bids for packages of Aggregate Assets that may include such Aggregate Assets. Additionally, any bid on all of the Aggregate Assets is subject to bids on individual assets or packages of Aggregate Assets that are, in the aggregate, higher or otherwise better bids. The Debtors may determine in their discretion, following consultation with the Consultation Parties (defined below), whether to proceed with a Sale of any asset pursuant to these Bidding Procedures.

### **Marketing Process**

#### **Contact Parties.**

As part of the marketing process, the Debtors have and continue to assemble materials in order to streamline potential purchasers’ diligence requests, and develop a list of parties (each, a “Contact Party,” and collectively, the “Contact Parties”) who may be interested in, and who the Debtors reasonably believe have the financial resources to consummate, a transaction for the sale of some or all the Aggregate Assets (a “Transaction”). Parties interested in becoming Contact Parties should contact: Teresa C. Kohl (tkohl@ssgca.com), Craig D. Warznak (cwarznak@ssgca.com), and J. Scott Victor (jsvictor@ssgca.com).

The Debtors may distribute (to the extent not already distributed) to each Contact Party and any other interested party or potential bidder materials consisting of: (a) a copy of the Bid Procedures, the Bid Procedures Order, and the Motion; (b) a form confidentiality agreement (a “Confidentiality Agreement”); and (c) such other materials as appropriate under the circumstances.

#### **Participation Requirements.**

To receive due diligence information and to receive additional non-public information regarding the Debtors, a potential bidder must (x) not be in breach of any agreement with any

---

<sup>2</sup> The Stalking Horse Agent and the Stalking Horse Buyer are collectively referred to as the “Stalking Horse Bidder.” The Stalking Horse APA and the Stalking Horse Agency Agreement are collectively referred to as the “Stalking Horse Agreements.”

Debtors and (y) deliver to each of: (a) proposed counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19899, Attn: Laura Davis Jones, Esq. (ljones@pszjlaw.com) and David M. Bertenthal, Esq. (dbertenthal@pszjlaw.com); (b) Chief Restructuring Officer of American Signature Inc., BRG, 225 Franklin Street, Suite 3200, Boston, MA 02110 Attn: Rudy Morando (rmorando@thinkbrg.com), Chris McAvinn (cmcavinn@thinkbrg.com), and Stephen Coulombe (scoulombe@thinkbrg.com); and (c) proposed investment bankers to Debtors, SSG Capital Advisors, LLC, 300 Barr Harbor Drive, Suite 420, West Conshohocken, PA 19428, Attn: Teresa C. Kohl (tkohl@ssgca.com), Craig D. Warznak (cwarznak@ssgca.com), and J. Scott Victor (jsvictor@ssgca.com) (collectively, the “Debtors’ Advisors”), the following documents (collectively, the “Preliminary Bid Documents”) on or prior to \_\_\_\_\_ at 4:00 p.m. (prevailing Eastern time), unless otherwise waived by the Debtors in their discretion after consultation with the Consultation Parties (defined below):

- a. an executed Confidentiality Agreement on terms acceptable to the Debtors, to the extent not already executed, which Confidentiality Agreement shall, among other terms, contain customary provisions regarding: (i) the nondisclosure of confidential information, (ii) prohibitions on contacting third parties in connection with a Transaction, (iii) covenant to not solicit employees of the Debtors, (iv) prohibitions on purchasing or otherwise acquiring the Debtors’ debt and equity securities, and (v) the survival of certain provisions of the Confidentiality Agreement;
- b. evidence by the potential bidder of its sufficient financial capacity to close a proposed Transaction, which may include financial statements of, or verified financial commitments obtained by, the potential bidder (or, if the potential bidder is an entity formed for the purpose of acquiring the Aggregate Assets, the party that will bear liability for a breach), the adequacy of which will be assessed by the Debtors, with the assistance of the Debtors’ Advisors;
- c. written disclosure of any connections or agreements with the Debtors, the Stalking Horse Bidder, any other known potential bidder or Qualified Bidder (defined below), “insiders” of the Debtors (as that term is contemplated by section 101(31) of the Bankruptcy Code), and/or any manager or direct or indirect equity security holder of the Debtors; and
- d. identification of the potential bidder, its principals, and the representatives thereof who are authorized to appear and act on its behalf for all purposes regarding the contemplated Transaction.

Only those potential bidders that (a) are not in material breach of any contract with any Debtor (unless otherwise waived by the Debtors); and (b) have submitted acceptable Preliminary Bid Documents, as determined by the Debtors (an “Acceptable Bidder”), may submit Bids. The Debtors, in their business judgment and in consultation with the Debtors’ Advisors and the Consultation Parties, will determine and notify each Potential Bidder whether such Potential Bidder has submitted adequate documents so that such Potential Bidder may proceed to conduct due diligence and submit a Bid (as defined below) (such Potential Bidder, an “Acceptable Bidder”). The Debtors shall promptly inform the Consultation Parties of any entity that becomes an Acceptable Bidder.

Beginning on or as soon as is reasonably practicable after the Debtors determine that a

potential bidder is an Acceptable Bidder, the Debtors will provide such Acceptable Bidder with reasonable access to due diligence information, to the extent reasonably requested by such Acceptable Bidder. All due diligence requests must be directed to the Debtors' proposed investment bankers, SSG Capital Advisors, LLC, Attn: Teresa C. Kohl (tkohl@ssgca.com), Craig D. Warznak (cwarznak@ssgca.com), and J. Scott Victor (jsvictor@ssgca.com).

To the extent reasonably practicable, the Debtors will also facilitate meetings between any interested Acceptable Bidder and the Debtors' management team, which meetings will proceed in a manner determined by the Debtors, in their discretion. The due diligence period will end on the Bid Deadline, as defined below, and, after the Bid Deadline, the Debtors will have no obligation to furnish any due diligence information.

Neither the Debtors nor any of their representatives shall be obligated to furnish any information of any kind whatsoever related to the Aggregate Assets (i) to any person or entity who (a) is not an Acceptable Bidder; (b) does not comply with the participation requirements set forth above; and (ii) to the extent not permitted by law.

The Debtors and the Debtors' Advisors will coordinate all reasonable requests from Acceptable Bidders for additional information and due diligence access; *provided* that the Debtors may decline to provide such information to Acceptable Bidders who, at such time and in the Debtors' business judgment, have not established, or who have raised doubt, that such Acceptable Bidder intends in good faith to, or has the capacity to, consummate a Transaction. No potential bidder, Acceptable Bidder, or Qualified Bidder shall communicate with any of the Debtors' employees, landlords, vendors, or other potential bidder, Acceptable Bidder, or Qualified Bidder with respect to any bid or potential Transaction absent the prior written consent of the Debtors; *provided* that, if such consent is given, a representative of the Debtors shall be present for or party to any such communications (unless otherwise agreed by the Debtors in their sole discretion).

For any Acceptable Bidder who is a competitor of the Debtors or is affiliated with any competitor of the Debtors, the Debtors reserve the right to withhold, redact, code, or delay providing any diligence materials that the Debtors determine are business-sensitive or otherwise inappropriate for disclosure to such Bidder at such time.

Each Acceptable Bidder shall comply with all reasonable requests for additional information and due diligence access by the Debtors or the Debtors' Advisors regarding such Acceptable Bidder and its contemplated Transaction.

### **Expense Reimbursement and The Augment Purchase Amounts**

To provide the Stalking Horse Bidder with an incentive to participate in a competitive process and to compensate the Stalking Horse Bidder for (i) performing substantial due diligence and incurring the expenses related thereto and (ii) entering into the Stalking Horse Agreements with the knowledge and risk that arises from participating in the sale and subsequent bidding process, the Debtors have agreed, and the Court has approved in the Bid Procedures Order, that the Stalking Horse Bidder is entitled from the proceeds of a Subsequent Transaction<sup>3</sup> consummated

---

<sup>3</sup> As defined in the Stalking Horse APA.

pursuant to a Successful Bid (defined below) with the Successful Bidder (defined below) subject to the terms of the Stalking Horse Agreements and pursuant to the terms thereof, to: (A) the Expense Reimbursement (the “Expense Reimbursement”) subject to a cap of \$1.5 million and (B) the Augment Purchase.<sup>4</sup> As set forth below, payment of the Expense Reimbursement and the Augment Purchase (to the extent payable under the Stalking Horse Agreements and Bid Procedures Order) shall be a component of any Qualified Bid submitted by a Qualified Bidder (other than the Stalking Horse Bidder). The Expense Reimbursement and the Augment Purchase shall be payable as provided for pursuant to the terms of the Bid Procedures Order, the Approval Order (as defined in the Bid Procedures Order), the Stalking Horse Agreements, and the Interim DIP Order.

### **Auction Process**

#### **I. Bid Deadline.**

An Acceptable Bidder that desires to make a proposal, solicitation, or offer (each, a “Bid”) shall transmit such proposal, solicitation, or offer via email (in pdf or similar format) to be **actually received** on or before \_\_\_\_\_, **by 4:00 p.m. (prevailing Eastern Time)** (the “Bid Deadline”) by:

- a. BRG, 225 Franklin Street, Suite 3200, Boston, MA 02110 Attn: Rudy Morando (rmorando@thinkbrg.com), Chris McAvinn (cmcavinn@thinkbrg.com), and Stephen Coulombe ([scoulombe@thinkbrg.com](mailto:scoulombe@thinkbrg.com));
- b. SSG Capital Advisors, LLC, 300 Barr Harbor Drive, Suite 420, West Conshohocken, PA 19428, Attn: Teresa C. Kohl (tkohl@ssgca.com), Craig D. Warznak (cwarznak@ssgca.com), and J. Scott Victor (jsvictor@ssgca.com); and
- c. Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19801, Attn: Laura Davis Jones, Esq. (ljones@pszjlaw.com) and

---

<sup>4</sup> Section 8.2(a)(iii) of the Stalking Horse APA provides that in addition to any payments that may be due pursuant to Section 8.2(a)(i), if the Stalking Horse APA is terminated pursuant to Section 12.1, other than termination pursuant to Section 12.1(c)(i) or Sections 12.1(d), the Sellers shall purchase from Buyer, at cost, all Additional Agent Goods (as defined in the Agency Agreement) acquired by Buyer or any designee in connection with the Stalking Horse APA and the Agency Agreement prior to the date of such termination (the “Augment Purchase”), subject to the cap set forth in the immediately following sentence. Notwithstanding the foregoing, however, in no event shall the aggregate cost of Additional Agent Goods to be purchased pursuant to the Augment Purchase exceed \$5,000,000. “Additional Agent Goods” refers to the Stalking Horse Agent’s right to purchase additional Merchandise in the Sale (as those terms are defined in the Stalking Horse Agency Agreement) procured by the Stalking Horse Agent which are of like kind, and no lesser quality to the Merchandise in the Sale. The Additional Agent Goods shall be purchased by the Stalking Horse Agent at the Stalking Horse Agent’s sole expense, to the extent provided in section 8.9 of the Stalking Horse Agency Agreement. Section 8.2(a)(iii) of the Stalking Horse APA also provides that Augment Purchase shall be made on the third Business Day following the consummation of a Subsequent Transaction solely out of and to the extent of the proceeds of the purchase price received by the Debtors from such Subsequent Transaction, in the manner provided in the Stalking Horse APA. The purchaser under any Subsequent Transaction shall have the right to assert that any Additional Agent Goods proposed to be included in the Augment Purchase are not of like kind to, or are of lesser quality than, the Merchandise (as defined in the Agency Agreement) and its sole recourse on account thereof shall be to exclude such Additional Agent Goods from the Augment Purchase. For the avoidance of doubt, resolution of a dispute as to the quality of the Additional Agent Goods cannot be a condition of closing or basis of delay therefor.

David M. Bertenthal, Esq. (dbertenthal@pszjlaw.com).

The Debtors shall promptly provide the Consultation Parties with copies of all Bids received by the Debtors as soon as reasonably practicable following receipt thereof.

## **II. Bid Requirements.**

Each Bid submitted by an Acceptable Bidder must be submitted in writing and satisfy the following requirements (collectively, the “Bid Requirements,”; the Debtors, in their business judgment after consultation with the Consultation Parties, may choose to waive any of the requirements set forth in this Section II for any Potential Bidder (other than the requirement to include sufficient cash to fund the Expense Reimbursement and the Augment Purchase upon closing)):

- a. Bid Deadline. A Bid must be received no later than the Bid Deadline, unless otherwise extended by the Debtors in their sole discretion after consultation with the Consultation Parties;
- b. Marked Agreement. A Bid should include an executed asset purchase agreement, together with all exhibits and schedules (a “Competing APA”) and/or to the extent applicable, a competing agency agreement, together with all exhibits and schedules (the “Competing Agency Agreement” and/or together with the Competing APA (the “Transaction Documents”), pursuant to which the Acceptable Bidder proposes to effectuate the contemplated transaction, which Competing APA and Competing Agency Agreement (to the extent applicable) should be similar in form and substance to the Stalking Horse APA and the Stalking Horse Agency Agreement, respectively, and be marked to reflect the differences between the Stalking Horse Agreements and the respective Transaction Documents, including, without limitation, specification of the proposed purchase price, any assumed liabilities, and any changes to any exhibits or schedules to any of the Stalking Horse Agreements. A Bid must identify with particularity each and every condition to closing and all executory contracts and unexpired leases to be assumed and assigned pursuant to the Transaction Documents. The Transaction Documents must include a commitment to close by no later than the closing date provided in the Stalking Horse Agreements. The Debtors will evaluate all Bids, in their discretion, subject to prior consultation with the Consultation Parties, to determine whether such Bid or combination of Bids maximizes the value of the Debtors’ estates as a whole in light of any factors regarding such bid which the Debtors determine are appropriate to be considered in evaluating Bids.
- c. Purpose. Each Acceptable Bidder must state that the Bid includes an offer by the Acceptable Bidder to purchase some or all of the Aggregate Assets and state which Aggregate Assets with reasonable specificity. Each Acceptable Bid must clearly identify the following: (i) contracts to be assumed, including cure amounts to be paid, if any, and parties responsible for payment thereof; (ii) the liabilities, if any, to be assumed; (iii) leases of equipment or stores to be assumed, including cure amounts to be paid, if any, and parties responsible for payment thereof; and

- (iv) which employees or groups thereof will be offered employment.
- d. Purchase Price. The consideration proposed by a Bid may include cash and/or other consideration acceptable to the Debtors in an amount of no less than the sum of (i) the Purchase Price (as defined in the Stalking Horse Agreements and subject to all the contingencies therein) plus (ii) the Expense Reimbursement and the Augment Purchase<sup>5</sup> plus (iii) \$250,000 *provided that* the Bid must include sufficient cash to pay all DIP Obligations and Prepetition ABL Obligations (as defined in the DIP Order) in full upon closing unless otherwise agreed to by the DIP Agent and the Prepetition ABL Agent, in addition to the Expense Reimbursement and the Augment Purchase.
  - e. Forms of Consideration. Each Bid must (a) indicate (x) whether it is an all-cash offer (including confirmation that the cash component of the Bid is based in U.S. Dollars) or consists of certain non-cash components, such as a credit bid and/or the assumption of liabilities; and (y) the liabilities to be assumed, if applicable; and (b) provide sufficient cash consideration specifically designated for the payment of the Expense Reimbursement and the Augment Purchase. The Debtors may request that any Bid include the allocation of the Purchase Price among the Aggregate Assets to be purchased.
  - f. Deposit. Each Bid must be accompanied by a cash deposit in the amount equal to 10% of the aggregate value of the cash and non-cash consideration (with the deposit amount for the non-cash consideration determined by the Debtors in their discretion after consultation with the Consultation Parties) of the Bid to be held in an escrow account to be identified and established by the Debtors (the “Deposit”); *provided that* that the Debtors reserve the right to increase the amount of the Deposit in their discretion, including, without limitation, the right to request an additional Deposit in the event an Acceptable Bidder increases the amount of its Bid.
  - g. Irrevocable. All Bids must be irrevocable until the Debtors’ selection of the Successful Bid and Backup Bid; *provided however*, that the Bids selected as either the Successful Bid or the Backup Bid (defined below) must be irrevocable and remain open for acceptance by the Debtors until the earlier of (i) such time that the Transaction is consummated and (ii) 30 days from entry of the Approval Order, subject to the terms of such Successful Bidder’s or Backup Bidder’s Transaction Documents; *provided however*, the Stalking Horse Bidder shall not be selected as the Backup Bidder.
  - h. Committed Financing. To the extent that a Bid is not accompanied by evidence of the Acceptable Bidder’s capacity to consummate the Transaction set forth in its Bid with cash on hand, each Bid must include committed financing documented to the

---

<sup>5</sup> On or prior to December 25, 2025, the Stalking Horse Bidder will notify the Debtors of the amount of the Augment Purchase as of such date, and will also notify the Debtors of any additional Augment Purchases incurred after December 25, 2025, through January 2, 2026. The Debtors will notify bidders and the DIP Agent of the amounts of Augment Purchases that has been provided them by the Stalking Horse Bidder.

Debtors' satisfaction, that demonstrates that the Acceptable Bidder has received sufficient debt and/or equity funding commitments to satisfy the Acceptable Bidder's purchase price and other obligations under its Bid. Such funding commitments or other financing must be unconditional and must not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals, and shall have covenants and conditions acceptable to the Debtors.

- i. Unconditional Offer / Contingencies. A statement that the Bid is formal, binding, and unconditional and is not subject to any further due diligence or financing contingency and is irrevocable until the Debtors notify the Acceptable Bidder that such Bid is not a Successful Bid or a Backup Bid.
- j. Non-Reliance. A Bid must include a written acknowledgement and representation of the Acceptable Bidder that it has had an opportunity to conduct any and all due diligence regarding the Aggregate Assets and Assumed Liabilities (as defined in the Stalking Horse Agreements) prior to making its Bid, that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Aggregate Assets in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guaranties, express, implied, statutory or otherwise, regarding the Aggregate Assets, the financial performance of the Aggregate Assets or the physical condition of the Aggregate Assets, the Assumed Liabilities, or the completeness of any information provided in connection therewith or the Auction.
- k. Identity. Each Bid must fully disclose the identity of each entity that will be bidding or otherwise participating in connection with such Bid (including each equity holder or other financial backer of the Acceptable Bidder, including if such Acceptable Bidder is an entity formed for the purpose of consummating the proposed Transaction contemplated by such Bid), and the complete terms of any such participation. Under no circumstances shall any undisclosed principals, equity holders, or financial backers be associated with any Bid. Each Bid must also include contact information for the specific person(s), counsel and other advisors whom the Debtors' Advisors should contact regarding such Bid. Nothing herein shall preclude multiple Acceptable Bidders from submitting a joint Bid, subject to the Debtors' prior written consent to such submission and the disclosure requirements set forth herein.
- l. Adequate Assurance. Each Bid must contain evidence acceptable to the Debtors in their discretion that the Acceptable Bidder has the ability to perform thereunder and otherwise complies with the requirements of adequate assurance of future performance under section 365(b)(1) and 365(b)(3) of the Bankruptcy Code. Such evidence may include audited and unaudited financial statements, tax returns, bank account statements, a description of the proposed business to be conducted at the premises and/or any other documentation that the Debtors further request.
- m. Authorization. Each Bid must contain evidence that the Acceptable Bidder has obtained authorization or approval from its board of directors (or a comparable

governing body acceptable to the Debtors) with respect to the submission of its Bid and the closing of the Transaction contemplated in such Bid.

- n. No Fees Payable to Qualified Bidder. Except with respect to the Expense Reimbursement and the Augment Purchase payable to the Stalking Horse Bidder in accordance with the Stalking Horse Agreements, a Bid may not request or entitle the Bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment. Moreover, by submitting a Bid, a Bidder shall be deemed to waive the right to pursue any break-up fee, termination fee, expense reimbursement or similar type of payment, or substantial contribution claim under section 503 of the Bankruptcy Code related in any way to the submission of its Bid or the Bid Procedures.

By submitting its Bid, each Bidder is agreeing, and shall be deemed to have agreed, to abide by and honor the terms of the Bid Procedures and to refrain from submitting a Bid or seeking to reopen the Auction after conclusion of the Auction. **The submission of a Bid shall constitute a binding and irrevocable offer to purchase the Aggregate Assets as reflected in such Bid.**

#### **Designation of Qualified Bidders.**

A Bid will be considered a “Qualified Bid,” and each Acceptable Bidder that submits a Qualified Bid will be considered a “Qualified Bidder,” if the Debtors determine, subject to prior consultation with the Consultation Parties, that such Bid:

- a. satisfies the Bid Requirements set forth above; and
- b. is reasonably likely (based on availability of financing, antitrust, or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Successful Bid (as defined below), within a time frame acceptable to the Debtors.

The Debtors will notify each Qualified Bidder whether such party is a Qualified Bidder and shall provide the Notice Parties with a copy of each Qualified Bid that has been submitted to the Debtors to the extent not previously provided.

If any Bid is determined by the Debtors, in consultation with the Consultation Parties, not to be a Qualified Bid, the Debtors will refund such Acceptable Bidder’s Deposit on the date that is three (3) Business Days after the Bid Deadline, or as soon as is reasonably practicable thereafter. The Debtors reserve the right to work with any Acceptable Bidder in advance of the Auction to cure any deficiencies in a Bid that is not initially deemed a Qualified Bid and to determine at any time prior to the start of the Auction that such Bid, as modified, is a Qualified Bid.

Between the date that the Debtors notify an Acceptable Bidder that it is a Qualified Bidder and the Auction, the Debtors, in consultation with the Consultation Parties, may discuss, negotiate, or seek clarification of any Qualified Bid from a Qualified Bidder. Without the prior written consent of the Debtors, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the Acceptable Bidder’s purchase price, or otherwise improve the terms of, the Qualified Bid, during the period that such Qualified Bid remains binding as specified in these Bid Procedures; *provided* that any Qualified Bid may be improved at the

Auction as set forth herein; *provided, further*, that the Stalking Horse Bid may be modified and/or amended pursuant to its terms. Any improved Qualified Bid must continue to comply in all respects with the requirements for Qualified Bids set forth in these Bid Procedures.

Notwithstanding anything herein to the contrary, the Debtors reserve the right, (a) to work with potential bidders and Acceptable Bidders to aggregate two or more Bids into a single consolidated Bid prior to the Bid Deadline or (b) to work with Qualified Bidders to aggregate two or more Qualified Bids into a single Qualifying Bid prior to the conclusion of the Auction. No bidders, Acceptable Bidders, or Qualified Bidders may aggregate any Bids without the Debtors' prior consent.

Notwithstanding anything herein to the contrary, the Stalking Horse Agreements submitted by the Stalking Horse Bidder is a Qualified Bid, and the Stalking Horse Bidder is a Qualified Bidder.

### **Auction.**

If the Debtors, in consultation with the Consultation Parties, determine that they have received no Qualified Bids other than the Stalking Horse Bid, the Stalking Horse Bidder shall be deemed the Successful Bidder; *provided however*, the Debtors may, in consultation with the Consultation Parties, open the Auction solely for the purpose of reflecting on the record that no other Qualified Bids were received other than the Stalking Horse Bid. If the Debtors make such a determination, the Debtors shall file a notice with the Court within one (1) business day of making such determination

If the Debtors receive more than one Qualified Bid for the Aggregate Assets (other than the Stalking Horse Bid), the Debtors will conduct the Auction to determine both the Successful Bidder and the Backup Bidder with respect to such Aggregate Assets. The Auction shall take place on \_\_\_\_\_, at \_\_:00 \_\_.m. (**prevailing Eastern Time**), at the offices of Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE. 19801 (or by video conference to the live proceeding at this location), or such later date and time as selected by the Debtors (following consultation with the Consultation Parties); *provided that* such modification shall be subject to the Sale Milestones (as defined in the DIP Order).

No later than the day before the Auction, the Debtors will notify all Qualified Bidders of the highest or otherwise best Qualified Bid, or, if multiple bids are received in respect of non-overlapping Aggregate Assets, the highest or best Qualified Bid(s) received in relation to each group of Aggregate Assets, in each case as determined in the Debtors' business judgment and in consultation with the Consultation Parties (each such bid, a "Baseline Bid"), and provide copies of the documents supporting the Baseline Bid(s) to all Qualified Bidders and the Consultation Parties. The determination of which Qualified Bid(s) constitutes the Baseline Bid(s) and which Qualified Bid(s) constitutes the Successful Bid(s) shall take into account any factors the Debtors, in consultation of the Consultation Parties, reasonably deem relevant to the value of the Qualified Bid(s) to the Debtors' estates, which may include, among other things: (a) the type and amount of Aggregate Assets sought to be purchased in the Bid; (b) the amount and nature of the total consideration; (c) the likelihood of the Qualified Bidder's ability to close a transaction and the timing thereof; (d) the net economic effect of any changes to the value to be received by the

Debtors' estates from the transaction contemplated by the Baseline Bid; (e) the tax consequences of such Qualified Bid; (f) the assumption of obligations, including contracts and leases; (g) the cure amounts to be paid; and (h) the impact on employees, including the number of employees proposed to be transferred and employee-related obligations to be assumed (collectively, the "Bid Assessment Criteria").

The Auction shall be conducted pursuant to the following procedures:

a. The Debtors Shall Conduct the Auction

The Debtors and the Debtors' Advisors shall direct and preside over the Auction and shall consult with the Consultation Parties throughout the Auction process as provided herein. At the start of the Auction, the Debtors shall describe the terms of the Baseline Bid(s). All incremental Bids made thereafter shall be Overbids (as defined herein) and shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders and the Consultation Parties. The Debtors shall maintain a written transcript of all Bids made and announced at the Auction, including the Baseline Bid(s), all Overbids, the Successful Bid(s), and any Backup Bid(s).

Only (i) Qualified Bidders and each of their respective legal and financial advisors, (ii) the Consultation Parties and each of their respective legal and financial advisors, and (iii) the Committee's counsel and financial advisors, shall be entitled to attend the Auction, and the Qualified Bidders shall appear at the Auction in person (live or on video conference) and may speak or bid themselves or through duly authorized representatives; however, any creditor who wishes to physically attend the Auction (other than (i) the parties set forth in above, and (ii) such other parties the Debtors deem appropriate), shall provide at least two (2) business days' notice of such attendance prior to the Auction by sending an email to proposed counsel to the Debtors as identified in Section I, above. Only Qualified Bidders shall be entitled to make any subsequent bids at the Auction.

b. Terms of Overbids

"Overbid" means any bid made at the Auction by a Qualified Bidder subsequent to the Debtors' announcement of the Baseline Bid. Each Overbid must comply with the following conditions:

- (i) Minimum Overbid Increment. Any Overbid to the initial Baseline Bid at the start of the Auction shall be in increments of no less than a value equal to \$100,000 unless otherwise determined by the Debtors in an exercise of their business judgment and in consultation with the Consultation Parties; *provided, however*, that to the extent that the Baseline Bid constitutes the Stalking Horse Bid, the bidding for such Aggregate Assets at the first round of bidding will start at an amount equal to the sum of: (i) the value of the Baseline Bid, and (ii) the amount of the Expense Reimbursement and the Augment Purchase, and (iii) \$250,000. The Debtors may, in their business judgment and in consultation with the Consultation Parties, announce increases or reductions to the applicable minimum Overbid increment at any

time during the Auction.

- (ii) Conclusion of Each Overbid Round. Upon the solicitation of each round of Overbids, the Debtors may announce a deadline (as the Debtors may, in their business judgment in consultation with the Consultation Parties, extend from time to time, the “Overbid Round Deadline”) by which time any Overbids must be submitted to the Debtors.
- (iii) Overbid Alterations. An Overbid may contain alterations, modifications, additions, or deletions of any terms of the Bid no less favorable to the Debtors’ estates than any prior Qualified Bid or Overbid, as determined in the Debtors’ business judgment and in consultation with the Consultation Parties, but shall otherwise comply with the terms of these Bid Procedures.
- (iv) No Round-Skipping. Round-skipping, as described herein, is explicitly prohibited. To remain eligible to participate in the Auction, in each round of bidding, (i) each Qualified Bidder must submit a Bid in such round of bidding that is a higher or otherwise better offer than the immediately preceding Bid submitted by a Qualified Bidder in such round of bidding and (ii) to the extent a Qualified Bidder fails to bid in such round of bidding or to submit a Bid in such round of bidding that is a higher or otherwise better offer than the immediately preceding Bid submitted by a Qualified Bidder in such round of bidding, as determined by the Debtors in their reasonable business judgment, such Qualified Bidder shall be disqualified from continuing to participate in the Auction for the Aggregate Assets.
- (v) Announcing Highest Bid. With respect to the Auction, the Debtors shall, subsequent to each Overbid Round Deadline, announce whether the Debtors in consultation with the Consultation Parties have identified (a) in the initial Overbid round, an Overbid as being higher or otherwise better than the Baseline Bid in respect of the Aggregate Assets that are the subject of the Auction or (b) in subsequent rounds, an Overbid as being higher or otherwise better than the Overbid previously designated by the Debtors as the prevailing highest or otherwise best Bid (the “Prevailing Highest Bid”). The Debtors shall describe to all Qualified Bidders the material terms of any new Overbid designated by the Debtors as the Prevailing Highest Bid as well as the value attributable by the Debtors to such Prevailing Highest Bid based on, among other things, the Bid Assessment Criteria.

c. Consideration of Overbids

For the purpose of evaluating the value of the consideration provided by any Bid subsequent to the Baseline Bid, the Debtors will at each round of bidding, give effect to the Expense Reimbursement and the Augment Purchase payable pursuant to the terms of the Stalking Horse Agreements.

The Debtors reserve the right, in their business judgment and in consultation with the Consultation Parties, to adjourn the Auction one or more times, to, among other things, (i) facilitate discussions between the Debtors and Qualified Bidders, (ii) allow Qualified Bidders to consider how they wish to proceed, and (iii) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors in their business judgment and in consultation with the Consultation Parties, may require that the Qualified Bidder has sufficient internal approvals and resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed Transaction at the prevailing Overbid amount.

d. Closing the Auction

The Auction shall continue until there is only one Qualified Bid that the Debtors determine, in their discretion following consultation with the Consultation Parties, to be the highest or otherwise best Qualified Bid for the Aggregate Assets. Such Qualified Bid shall be declared the “Successful Bid,” and such Qualified Bidder, the “Successful Bidder,” at which point the Auction will be closed. The Auction shall not close unless and until all Qualified Bidders have been given a reasonable opportunity to submit an Overbid at the Auction to the then Prevailing Highest Bid. Such acceptance by the Debtors of such Successful Bid is conditioned upon approval by the Court of such Successful Bid. For the avoidance of doubt, nothing in these Bid Procedures shall prevent the Debtors from exercising their fiduciary duties under applicable law. As soon as reasonably practicable after closing the Auction, the Debtors shall finalize definitive documentation to implement the terms of the Successful Bid, and, as applicable, cause such definitive documentation to be filed with the Court.

e. No Collusion; Good Faith *Bona Fide* Offer

Each Qualified Bidder participating at the Auction will be required to confirm on the record at the Auction that (i) it has not engaged in any collusion, within the meaning of section 363(n) of the Bankruptcy Code with respect to any bids submitted or not submitted in connection with the sale of any of the Aggregate Assets, and (ii) its Qualified Bid is a good faith *bona fide* offer and it intends to consummate the proposed Transaction if selected as the Successful Bidder.

**Backup Bidder.**

- a. Notwithstanding anything in these Bid Procedures to the contrary, if the Auction is conducted, the Qualified Bidder with the next-highest or otherwise second-best Qualified Bid at the conclusion of the Auction for the Aggregate Assets or any subgroup thereof, as determined by the Debtors in the exercise of their business judgment, shall be required to serve as a backup bidder (the “Backup Bidder”) with respect to the Aggregate Assets until the earlier of (i) such time that the Transaction is consummated and (ii) 30 days from entry of the Approval Order, subject to the terms of such Backup Bidder’s Transaction Documents.
- b. The Stalking Horse Bidder shall not serve as the Backup Bidder (whether in respect of the Stalking Horse Bid or any Overbid it may submit at the Auction). Each Qualified Bidder (other than the Stalking Horse Bidder) shall agree and be deemed to agree to be a Backup Bidder if so designated by the Debtors, subject to the terms

of such Backup Bidder's Transaction Documents.

- c. The identity of the Backup Bidder and the amount and material terms of the Qualified Bid of such Backup Bidder shall be announced by the Debtors, at the conclusion of the Auction at the same time the Debtors announce the identity of the Successful Bidder related thereto. Such Backup Bidder shall be required to keep its Qualified Bid (or if the Backup Bidder submits one or more Overbids at the Auction, its final Overbid) open and irrevocable until the earlier of (i) the closing of the Approved Transaction (defined below) and (ii) 30 days from entry of the Approval Order. Each Backup Bidder's Deposit shall be held in escrow (which may be held in escrow by Pachulski Stang Ziehl & Jones LLP) until the earlier of (i) three (3) Business Days after the closing of the Approved Transaction or (ii) 30 days from entry of the Approval Order, subject to the terms of such Backup Bidder's Transaction Documents.
- d. If a Successful Bidder fails to consummate the Approved Transaction contemplated by its Successful Bid, the Debtors may select the Backup Bidder with respect to the Aggregate Assets or sub-group of the Debtors' assets or business as the Successful Bidder, and such Backup Bidder shall be deemed a Successful Bidder for all purposes. The Debtors will be authorized, but not required, to consummate all transactions contemplated by the Bid of such Backup Bidder without further order of the Court or notice to any party subject only to the rights of any landlord who objected at the Sale Hearing to the adequate assurance of future performance with respect to the Backup Bidder. For such landlords, the Debtors shall serve notice of their intent to close with the Backup Bidder to such objecting landlords whose lease(s) are proposed to be assumed and assigned at closing and provide three (3) days' notice to object to adequate assurance of future performance of the Backup Bidder, with a hearing on such objection to be set on an expedited basis. In such case, the defaulting Successful Bidder's Deposit shall be forfeited to the Debtors, and the Debtors specifically reserve the right to seek all available remedies against the defaulting Successful Bidder, including with respect to specific performance.

#### **Notice and Consultation Parties.**

Information that is provided to the "Notice Parties" under these Bid Procedures must be provided to the following parties: (a) counsel to the DIP Agent and Prepetition ABL Agent, (i) Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola, Esq. (jventola@choate.com), Jonathan D. Marshall, Esq. (jmarshall@choate.com), and Lucas B. Barrett, Esq. (lbarrett@choate.com), and (ii) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801, Attn: Daniel J. DeFranceschi, Esq. (defranceschi@RLF.com), John H. Knight, Esq. (Knight@RLF.com), Matthew P. Milana, Esq. (Milana@RLF.com); (b) counsel to the Prepetition Term Agent (i) Goldberg Kohn, 55 East Monroe Street, Chicago, Ill 60603-5792, Attn: Randall Klein, Esq. (randall.klein@goldbergkohn.com) and Zachary Garrett, Esq. (zachary.garrett@goldbergkohn.com) and (ii) Blank Rome LLP, 1201 N. Market Street, Suite 800, Wilmington, DE 19801, Attn: Stanley B. Tarr, Esq. (stanley.tarr@blankrome.com); (c) counsel to the Stalking Horse Bidder, (i) Wachtell, Lipton, Rosen & Katz, 51 West 52<sup>nd</sup> Street, New York,

NY 10019, Attn: Scott Charles, Esq. (SKCharles@wlrk.com) and Neil M. Snyder, Esq. (NMSnyder@wlrk.com) and (ii) Morris Nichols Arsht & Tunnell, 1201 North Market Street, 16<sup>th</sup> Floor, P.O. Box 1347, Wilmington DE 19899-1347, Attn: Derek C. Abbott (dabbott@morrisnichols.com); (c) proposed counsel to the Official Committee of Unsecured Creditors (the “Committee”), (i) Kelley Drye & Warren LLP, 3 World Trade, 175 Greenwich Street, New York, NY 10007 Attn: Eric R. Wilson (ewilson@kelleydrye.com), Jason R. Adams (jadams@kelleydrye.com), and Maeghan J. McLoughlin (mmcloughlin@kelleydrye.com)), and (ii) Cole Schotz, 500 Delaware Avenue, Suite 600, Wilmington, DE 19801, Attn: Justin Alberto (jalberto@coleschotz.com), Seth Van Aalten (svanaalten@coleschotz.com) and Sarah Carnes (scarnes@coleschotz.com); and (d) the Office of the U.S. Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 Attn: Malcolm M. Bates, Esq. ([malcolm.m.bates@usdoj.gov](mailto:malcolm.m.bates@usdoj.gov)).

The term “Consultation Parties” shall mean: (a) the DIP Agent and the Prepetition ABL Agent, *provided* that neither the DIP Agent nor the Prepetition ABL Agent shall be a Consultation Party if either (i) the Stalking Horse Bidder has not been withdrawn its Stalking Horse Bid, or (ii) the DIP Agent or the Prepetition ABL Agent submits a credit bid for any of the Aggregate Assets; and (b) the Committee. Materials and information provided by the Debtors or their advisors to the advisors to any Consultation Party may be shared with such Consultation Party, subject in all respects to these Bid Procedures, the Bid Procedures Order, and the respective Confidentiality Agreement entered into by and among or otherwise agreed to between each such Consultation Party and the Debtors. Consulting shall mean consultation in good faith.

### **“As Is, Where Is.”**

Except as otherwise provided in the Stalking Horse Agreements, consummation of any Transaction will be on an “as is, where is” basis and without representations or warranties of any kind, nature, or description by the Debtors or their estates, except as specifically accepted or agreed to by the Debtors in the Transaction Documents. Except as specifically accepted or agreed to by the Debtors, all of the Debtors’ right, title, and interest in and to the respective Aggregate Assets will be transferred, free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests in accordance with sections 363(f) of the Bankruptcy Code.

By submitting a Bid, each Acceptable Bidder will be deemed to acknowledge and represent that it (a) has had an opportunity to conduct adequate due diligence regarding the Aggregate Assets prior to making its Bid, (b) has relied solely on its own independent review, investigation, and inspection of any document including, without limitation, executory contracts and unexpired leases, in making its Bid, and (c) did not rely on or receive from any party any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, with respect to the Aggregate Assets or the completeness of any information provided in connection with the Transaction or the Auction.

### **Reservation of Rights.**

The Debtors reserve their rights, subject to prior consultation with the Consultation Parties, to modify these Bid Procedures in their business judgment in any manner that will best promote the goals of these Bid Procedures or impose at or prior to the Auction, additional customary terms

and conditions on a Transaction, with respect to, without limitation: (a) extending the deadlines set forth in these Bid Procedures; (b) adjourning the Auction at the Auction; (c) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction; (d) canceling the Auction; and (e) rejecting any or all Bids or Qualified Bids (other than the Stalking Horse Bid).

### **Consent to Jurisdiction.**

All Qualified Bidders at the Auction shall be deemed to have consented to the exclusive jurisdiction of the Court and waived any right to a jury trial in connection with any disputes relating to the Auction, the construction and enforcement of these Bid Procedures.

### **Sale Hearing.**

A hearing to consider approval of the sale of the Aggregate Assets (the “Sale Hearing”), pursuant to which the Debtors and the Successful Bidder will consummate the Transaction (the “Approved Transaction”), will be held on \_\_\_\_\_ at \_\_:00 p.m. (prevailing Eastern Time) before The Honorable J. Kate Stickles, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 N. Market Street, 5th Floor, Courtroom No. 6, Wilmington, Delaware 19801.

**The Sale Hearing may be continued to a later date by the Debtors by sending notice prior to the Sale Hearing or making an announcement at the Sale Hearing, and by filing a notice with the Court (the “Adjournment Notice”). No further notice of any such continuance will be required to be provided to any party.**

### **Objection Deadline.**

Sale Objection Deadline. Objections to (i) the sale of the Aggregate Assets; or (ii) the assumption and assignment of Potential Assigned Agreements (each such objection, a “Sale Objection”) must: (i) be in writing; (ii) state, with specificity, the legal and factual bases thereof; (iii) be filed with the Bankruptcy Court by no later than \_\_\_\_\_ at \_\_:00 p.m. (prevailing Eastern Time) (the “Sale Objection Deadline”); and (iv) be served on (a) the Debtors, and (b) (i) counsel to the DIP Agent and Prepetition ABL Agent, (i) Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola, Esq. (jventola@choate.com), Jonathan D. Marshall, Esq. (jmarshall@choate.com), and Lucas B. Barrett, Esq. (lbarrett@choate.com), and (ii) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801, Attn: Daniel J. DeFranceschi, Esq. (defranceschi@RLF.com), John H. Knight, Esq. (Knight@RLF.com), Matthew P. Milana, Esq. (Milana@RLF.com); (b) counsel to the Prepetition Term Agent (i) Goldberg Kohn, 55 East Monroe Street, Chicago, Ill 60603-5792, Attn: Randall Klein, Esq. (randall.klein@goldbergkohn.com) and Zachary Garrett, Esq. (zachary.garrett@goldbergkohn.com) and (ii) Blank Rome LLP, 1201 N. Market Street, Suite 800, Wilmington, DE 19801, Attn: Stanley B. Tarr, Esq. (stanley.tarr@blankrome.com); (c) counsel to the Stalking Horse Bidder, (i) Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, NY 10019, Attn: Scott Charles, Esq. (SKCharles@wlrk.com) and Neil M. Snyder, Esq. (NMSnyder@wlrk.com) and (ii) Morris Nichols Arsht & Tunnell, 1201 North Market Street, 16th

Floor, P.O. Box 1347, Wilmington DE 19899-1347, Attn: Derek C. Abbott (dabbott@morrisnichols.com) (the “Objection Notice Parties”)..

### **Return of Deposits.**

The Deposit of the Successful Bidder shall be applied to the purchase price of the Approved Transaction at closing. The Deposits for each Qualified Bidder shall be held in one or more escrow accounts (which may be held in escrow by Pachulski Stang Ziehl & Jones LLP) on terms acceptable to the Debtors in their sole discretion and shall be returned (other than with respect to the Successful Bidder and the Backup Bidder as provided above) on the date that is three (3) business days after the Auction, or as soon as is reasonably practicable thereafter. Upon the return of the Deposits, the applicable Qualified Bidders shall receive any and all interest that may have accrued thereon.

If a Successful Bidder fails to consummate a proposed transaction because of a breach by such Successful Bidder, the Debtors shall be free to consummate the proposed transaction with the Backup Bidder without the need for an additional hearing or order of the Court. To the extent the Debtors do not consummate the proposed transaction with the Backup Bidder due to the closing of the transaction with the Successful Bidder, the Backup Bidder’s deposit shall be refunded within three days of the closing of the Approved Transaction.

### **Fiduciary Duties.**

Nothing in these Bid Procedures requires the Debtors to take any action, or to refrain from taking any action, with respect to these Bid Procedures, to the extent that the Debtors determine that taking such action, or refraining from taking such action, is required to comply with applicable law or their fiduciary duties under applicable law.

\* \* \*

**EXHIBIT 2**

**Sale Notice**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	
AMERICAN SIGNATURE, INC., <i>et al.</i> , <sup>1</sup>	)	Chapter 11
Debtors.	)	Case No. 25-12105 (JKS)
	)	(Jointly Administered)
	)	<b>Re: Docket No. 108</b>

**NOTICE OF SALE, BID PROCEDURES, AUCTION, AND SALE HEARING**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

On November 26, 2025, the above captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Motion of the Debtors for Entry of Orders (I)(A) Approving Bid Procedures for the Sale of Substantially All of the Debtors’ Assets, (B) Authorizing the Debtors to Enter Into (I) Stalking Horse Asset Purchase Agreement and (II) Stalking Horse Agency Agreement and to Provide Bid Protections Thereunder, (C) Scheduling An Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of Assets Free and Clear of Liens, Claims, Interests, and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief*, [Docket No. 108] (the “Motion”), with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).

Pursuant to the Motion, the Debtors have submitted for approval of that certain *Asset Purchase Agreement*, dated as of November 25, 2025 (the “Stalking Horse APA”) by and between the Debtors and ASI Purchaser LLC (and together with any applicable designee, the “Stalking Horse Buyer”) and SEI, Inc. as Guarantor, and the accompanying *Agency Agreement*, dated as of November 25, 2025 (the “Stalking Horse Agency Agreement”) by and between the Debtors and ASI Purchaser LLC (and/or its designee(s)) (the “Stalking Horse Agent”) and SEI, Inc. as Guarantor.<sup>2</sup> The Debtors’ assets subject to the transactions contemplated under the Stalking Horse Agency Agreement, pursuant to which the Stalking Horse Bidder will act as the Debtors’ agent for the purposes of liquidating their inventory, furniture, fixtures, and equipment at certain stores and distribution centers plus the assets to be sold to the Stalking Horse Bidder under the Stalking Horse APA, which include, *inter alia*, granting the Stalking Horse Bidder designation rights on

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.

<sup>2</sup> The Stalking Horse Agent and the Stalking Horse Buyer are collectively referred to as the “Stalking Horse Bidder.” The Stalking Horse APA and the Stalking Horse Agency Agreement are collectively referred to as the “Stalking Horse Agreements.”

substantially all of the Debtors' leases and selling to the Stalking Horse Bidder certain of the Debtors' assets, including the Debtors' owned real estate assets, the Debtors' intellectual property, and certain of the Debtors' claims and causes of action and the other assets identified in the Stalking Horse APA, are collectively referred to as the "Aggregate Assets."

The Debtors agreed to sell substantially all of the Aggregate Assets, including, without limitation, the transactions contemplated under the terms of the Stalking Horse Agency Agreement to the Stalking Horse Bidder free and clear of all liens, claims, encumbrances, and interests, subject to higher or better bids for the Aggregate Assets to be determined at the Auction.

## **I. Parties Interested in Submitting a Bid**

The Bid Procedures set forth the requirements for becoming a Qualified Bidder and submitting a Qualified Bid, and any party interested in making an offer to purchase all or certain of the Aggregate Assets must comply with the Bid Procedures. Only Qualified Bids will be considered by the Debtors, in accordance with the Bid Procedures.

**Any party interested in bidding on the Aggregate Assets should contact, as soon as possible:**

- a. BRG, 225 Franklin Street, Suite 3200, Boston, MA 02110 Attn: Rudy Morando (rmorando@thinkbrg.com), Chris McAvinn (cmcavinn@thinkbrg.com), and Stephen Coulombe ([scoulombe@thinkbrg.com](mailto:scoulombe@thinkbrg.com));
- b. SSG Capital Advisors, LLC, 300 Barr Harbor Drive, Suite 420, West Conshohocken, PA 19428, Attn: Teresa C. Kohl (tkohl@ssgca.com), Craig D. Warznak (cwarznak@ssgca.com), and J. Scott Victor (jsvictor@ssgca.com); and
- c. Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19801, Attn: Laura Davis Jones, Esq. (ljones@pszjlaw.com) and David M. Bertenthal, Esq. (dbertenthal@pszjlaw.com).

To receive copies of the (i) Motion, including any exhibits thereto, and/or a confidentiality agreement to become a Potential Bidder (as defined below), or (ii) a copy of the form asset purchase agreement, agency agreement or the Stalking Horse Agreements, as applicable, kindly submit a request by email to: proposed counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, Attention: Laura Davis Jones, Esq. (ljones@pszjlaw.com) and David M. Bertenthal, Esq. (dbertenthal@pszjlaw.com) or, alternatively, you may download such documents at <https://www.veritaglobal.net/americansignature> or by emailing the Debtors' claims agent at <https://www.veritaglobal.net/americansignature/inquiry> or by telephoning the claims agent toll free at: (877) 726-6511.

## **II. Bid Procedures and Auction**

On December \_\_, 2025, the Court entered the *Order (I) Approving Bid Procedures and Bid Protections in Connection with Motion to Approve (A) Stalking Horse Asset Purchase Agreement and (B) Stalking Horse Agency Agreement; (II) Scheduling Bid Deadlines and the Auction, (III) Approving Form and Manner of Notice Thereof, and (IV) Granted Related Relief*, [Docket No.

\_\_\_] (the “Bid Procedures Order”), approving, among other things, the Bid Procedures, which establish the key dates and times related to the sale of the Aggregate Assets and the Auction. All interested bidders should carefully read the Bid Procedures Order and the Bid Procedures in their entirety.

The Bid Procedures Order also approved payment of the Expense Reimbursement and the Augment Purchase potentially payable to the Stalking Horse Bidder pursuant to the terms of the Stalking Horse Agreements and the Bid Procedures Order.

The Bid Procedures Order also establishes the following deadlines for the Aggregate Assets:

1. **Bid Deadline.** The deadline to submit a Qualified Bid for the Aggregate Assets is \_\_\_\_\_ at 4:00 p.m. (prevailing Eastern Time).
2. **Auction.** In the event that the Debtors timely receive a Qualified Bid in addition to the Qualified Bid of the Stalking Horse Bidder and subject to the satisfaction of any further conditions set forth in the Bid Procedures, the Debtors intend to conduct an Auction for the Aggregate Assets. The Auction, if one is held, will commence on December \_\_\_\_\_ at \_\_:00 \_\_.m. (prevailing Eastern Time) the offices of Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19801 (or by video conference to the live proceedings at this location). The Debtors shall provide notice of the date, time, and place of the Auction to the Qualified Bidders no later than one (1) day before such Auction, and will post notice of the date, time, and place of the Auction no later than one business day before such Auction on the website of the Debtors’ notice and claims agent, Verita Global, at <https://www.veritaglobal.net/americansignature>. The Auction shall be only open to (i) Qualified Bidders and their respective legal and financial advisors; (ii) the Consultation Parties and their respective legal and financial advisors; and (iii) the Committee’s legal and financial advisors, as provided the Bid Procedures Order.
3. **Auction Objection and Sale Objection Deadlines.** The deadline to file an objection with the Court to the Approval Order, the Stalking Horse Bidder, or the sale of the Aggregate Assets with the Stalking Horse Bidder (collectively, the “Sale Objections”) is \_\_\_\_\_, at 4:00 p.m. (prevailing Eastern Time) (the “Sale Objection Deadline”). If the Auction is held, the deadline to file an objection with the Court to the conduct of the Auction, the Successful Bidder, or the sale of the Aggregate Assets to the Successful Bidder (collectively, the “Auction Objections”) at the Sale Hearing (the “Auction Objection Deadline”).

### III. Sale Hearing and Closing

A hearing (the “Sale Hearing”) to approve and authorize the sale of the Aggregate Assets to either the Stalking Horse Bidder, or alternatively, to the Successful Bidder will be held before

the Court on \_\_\_\_\_ at \_\_\_\_:00 \_\_.m. (prevailing Eastern Time) or such other date as determined by the Court. The Sale Hearing is being held to approve the highest or otherwise best offer received for the Aggregate Assets, as applicable. The Sale Hearing may be adjourned or rescheduled with prior notice filed on the docket of the Chapter 11 Cases or without prior notice by an announcement of the adjourned date at the Sale Hearing or on the Court's docket.

#### IV. Filing Objections

Sale Objections and Auction Objections, if any, must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) be filed with the Court by no later than **the Sale Objection Deadline or Auction Objection Deadline**, as applicable, and (d) be served on (i) proposed counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19899, Attn: Laura Davis Jones, Esq. (ljones@pszjlaw.com) and David M. Bertenthal, Esq. (dbertenthal@pszjlaw.com); (ii) proposed counsel to the official committee of unsecured creditors appointed in the Chapter 11 Cases (the "Committee"), (a) [●] and (b) [●]; (iii) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801, Attn: Malcolm M. Bates (malcolm.m.bates@usdoj.gov) (the "U.S. Trustee"); (iv) counsel to the Stalking Horse Bidder (a) Wachtell, Lipton, Rosen & Katz, 51 West 52<sup>nd</sup> Street, New York, NY 10019, Attn: Scott Charles, Esq. (SKCharles@wlrk.com) and Neil M. Snyder, Esq. (NMSnyder@wlrk.com); and (b) Morris Nichols Arsht & Tunnell, 1201 North Market Street, 16<sup>th</sup> Floor, P.O. Box 1347, Wilmington DE 19899-1347, Attn: Derek C. Abbott (dabbott@morrisnichols.com); (v) counsel to the DIP Agent and Prepetition ABL Agent, (a) Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola, Esq. (jventola@choate.com), Jonathan D. Marshall, Esq. (jmarshall@choate.com), and Lucas B. Barrett, Esq. (lbarrett@choate.com) and (b) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801, Attn: Daniel J. DeFranceschi, Esq. (defranceschi@RLF.com), John H. Knight, Esq. (Knight@RLF.com) and Matthew P. Milana, Esq. (Milana@RLF.com); (vi) counsel to the Prepetition Term Agent, (a) Goldberg Kohn, 55 East Monroe Street, Chicago, Ill 60603-5792, Attn: Randall Klein, Esq. (randall.klein@goldbergkohn.com) and Zachary Garrett, Esq. (zachary.garrett@goldbergkohn.com) and (b) Blank Rome LLP, 1201 N. Market Street, Suite 800, Wilmington, DE 19801, Attn: Stanley B. Tarr, Esq. (stanley.tarr@blankrome.com); (vii) proposed counsel to the Conflicts Committee, (i) Goodwin Procter LLP, 620 Eighth Ave., New York, NY 10018, Attn: Kizzy L. Jarashow, Esq. (kjarashow@goodwinlaw.com) and Stacy Dasaro, Esq. (sdasaro@goodwinlaw.com) and (ii) Potter Anderson & Corroon LLP 1313 North Market Street, 6th Floor, Wilmington, Delaware 19801, Attn: L. Katherine Good, Esq. (kgood@potteranderson.com); and (viii) any other party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Objection Notice Parties"). Auction Objections must also be served on counsel for the Successful Bidder.

#### V. Consequences of Failing to Timely Assert an Objection

***Any party who fails to make a timely Sale Objection on or before the Sale Objection Deadline in accordance with the Bid Procedures Order and this Notice (i) shall be forever barred from asserting any Sale Objection, including, without limitation, with respect to the transfer of the Aggregate Assets free and clear of all liens, claims, encumbrances and interests; and***

*(ii) shall be deemed a consent to the sale of the Aggregate Assets to the Stalking Horse Bidder or Successful Bidder, as applicable, and the other relief requested in the Sale Motion.*

*Any party who fails to make a timely Auction Objection on or before the Auction Objection Deadline in accordance with the Bid Procedures Order and this Notice shall be forever barred from asserting any Auction Objection, including, without limitation with respect to the transfer of the Aggregate Assets free and clear of all liens, claims, encumbrances and interests.*

#### **VI. No Successor Liability**

*The sale of the Aggregate Assets will be free and clear of, among other things, any claim arising from any conduct of the Debtors prior to the closing of the sale, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent or otherwise, so long as such claim arises out of or relates to events occurring prior to the closing of the sale of the Aggregate Assets. Accordingly, as a result of the sale of the Aggregate Assets, the Successful Bidder will not be a successor to any of the Debtors by reason of any theory of law or equity, and the Successful Bidder will have no liability, except as expressly provided in the Successful Bidder's asset purchase agreement, for any liens, claims, encumbrances and interests against or in any of the Debtors under any theory of law, including, without limitation, successor liability theories.*

Dated:

PACHULSKI STANG ZIEHL & JONES LLP

/s/

---

Laura Davis Jones (DE Bar No. 2436)  
David M. Bertenthal (CA Bar No. 167624)  
919 North Market Street, 17th Floor  
P.O. Box 8705  
Wilmington, Delaware 19899 (Courier 19801)  
Telephone: (302) 652-4100  
Facsimile: (302) 652-4400  
Email: [ljones@pszjlaw.com](mailto:ljones@pszjlaw.com)  
[dbertenthal@pszjlaw.com](mailto:dbertenthal@pszjlaw.com)

*Proposed Counsel for the Debtors and Debtors in Possession*

**EXHIBIT 3**

**Form of Potential Assumption and Assignment Notice**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

AMERICAN SIGNATURE, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-12105 (JKS)

(Jointly Administered)

**Re: Docket No. 108**

**NOTICE OF POTENTIAL ASSUMPTION AND ASSIGNMENT OF  
EXECUTORY CONTRACTS OR UNEXPIRED LEASES AND CURE AMOUNTS**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

On November 26, 2025, the above captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Motion of the Debtors for Entry of Orders (I)(A) Approving Bid Procedures for the Sale of Substantially All of the Debtors’ Assets, (B) Authorizing the Debtors to Enter Into (I) Stalking Horse Asset Purchase Agreement and (II) Stalking Horse Agency Agreement and to Provide Bid Protections Thereunder, (C) Scheduling An Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of Assets Free and Clear of Liens, Claims, Interests, and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief*, [Docket No. 108] (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).

The Debtors have submitted for approval of that certain *Asset Purchase Agreement*, dated as of November 25, 2025 (the “Stalking Horse APA”) by and between the Debtors and ASI Purchaser LLC (and together with any applicable designee, the “Stalking Horse Buyer”) and SEI, Inc. as Guarantor the accompanying *Agency Agreement*, dated as of November 25, 2025 (the “Stalking Horse Agency Agreement”), by and between the Debtors and ASI Purchaser LLC (and/or its designee(s)) (the “Stalking Horse Agent”) and SEI, Inc. as Guarantor.<sup>2</sup> The Debtors’ assets subject to the transactions contemplated under the Stalking Horse Agency Agreement, pursuant to which the Stalking Horse Bidder will act as the Debtors’ agent for the purposes of liquidating their inventory, furniture, fixtures, and equipment at certain stores and distribution

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors' business address is 4300 E. 5th Avenue, Columbus, OH 43235.

<sup>2</sup> The Stalking Horse Agent and the Stalking Horse Buyer are collectively referred to as the “Stalking Horse Bidder.” The Stalking Horse APA and the Stalking Horse Agency Agreement are collectively referred to as the “Stalking Horse Agreements.”

centers plus the assets to be sold to the Stalking Horse Bidder under the Stalking Horse APA, which include, *inter alia*, granting the Stalking Horse Bidder designation rights on substantially all of the Debtors' leases and selling to the Stalking Horse Bidder certain of the Debtors' assets, including the Debtors' owned real estate assets, the Debtors' intellectual property, and certain of the Debtors' claims and causes of action and the other assets identified in the Stalking Horse APA, are collectively referred to as the "Aggregate Assets."

On December \_\_, 2025, the Court entered the *Order (I) Approving Bid Procedures and Bid Protections in Connection with Motion to Approve (A) Stalking Horse Asset Purchase Agreement and (B) Stalking Horse Agency Agreement; (II) Scheduling Bid Deadlines and the Auction, (III) Approving Form and Manner of Notice Thereof, and (IV) Granting Related Relief*, [Docket No. \_\_] (the "Bid Procedures Order"), which, among other things, approved the (a) Bid Procedures pursuant to which the Debtors will solicit and select the highest and otherwise best offer for the sale of the Aggregate Assets, (b) the form and manner of notice related to the sale of the Assets, (c) the procedures for the assumption and assignment of executory contracts and unexpired leases in connection with the sale of the Assets, including, without limitation, notice of proposed cure amounts (the "Assumption and Assignment Procedures"), and (d) scheduled the hearing (the "Sale Hearing")<sup>3</sup> to enter an order approving the sale of the Aggregate Assets to the Stalking Horse Bidder, or such other Successful Bidder (the "Approval Order") for **January \_\_, 2026 at \_\_:00 \_\_.m. (prevailing Eastern Time)** pursuant to which the Debtors agreed to sell the Aggregate Assets to the Stalking Horse Bidder free and clear of all liens, claims, encumbrances, and interests, subject to higher or better bids for the Aggregate Assets to be determined at an Auction.

The Motion also provides for the potential assumption and assignment of certain of the Debtors' executory contracts and unexpired leases (each, a "Potential Assigned Agreement" and collectively, the "Potential Assigned Agreements") either to the Stalking Horse Bidder or to such other party that submits the highest and best bid for the Aggregate Assets at an Auction that is accepted by the Debtors and approved by the Bankruptcy Court (the "Successful Bidder").

The Potential Assigned Agreement(s) to which you are a counterparty and which may potentially be assumed and assigned as part of the sale of the Aggregate Assets along with any Cure Amounts, if any, necessary for the assumption and assignment of such Potential Assigned Agreement(s) is attached hereto as Schedule A. ***Each "Cure Amount" listed on Schedule A hereto represents the entire amount payable to cure all defaults pursuant to section 365(b)(1) of the Bankruptcy Code for the for the potential assumption by the Debtors and the assignment to the Successful Bidder of such Potential Assigned Agreement(s) pursuant to section 365 of the Bankruptcy Code.*** For any Potential Assigned Agreement listed on Schedule A hereto, the Successful Bidder may decide to (i) assume and assign the Potential Assigned Agreement, (ii) reject the Potential Assigned Agreement, or (iii) designate the Potential Assigned Agreement

---

<sup>3</sup> A capitalized term used but not defined herein shall have the meaning ascribed to it in the Bid Procedures and Bid Procedures Order, as applicable.

(to the extent permitted)<sup>4</sup> for a limited period of time until the Successful Bidder determines whether such Potential Assigned Agreement should be (a) assumed and assigned or (b) rejected.

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS A COUNTERPARTY TO A POTENTIAL ASSIGNED AGREEMENT THAT MAY BE ASSUMED AND ASSIGNED AS PART OF THE SALE OF THE AGGREGATE ASSETS.** Under the terms of the Assumption and Assignment Procedures, unless otherwise provided in the Successful Bidder's asset purchase agreement, at any time prior to the date of Closing of the sale of the Aggregate Assets, the Debtors may (a) remove a Potential Assigned Agreement for assumption and assignment, or (b) modify the previously stated Cure Amount associated with any Potential Assigned Agreement. The Successful Bidder (which may be the Stalking Horse Bidder) may also select additional Potential Assigned Agreements for assumption and assignment. ***The presence of a Potential Assigned Agreement listed on Schedule A attached hereto does not constitute an admission that such Potential Assigned Agreement is an executory contract or unexpired lease or that such Potential Assigned Agreement will be assumed and assigned as part of the sale of the Aggregate Assets. The Debtors reserve all of their rights, claims and causes of action with respect to the Potential Assigned Agreements listed on Schedule A attached hereto.***

IF YOU AGREE WITH THE PROPOSED CURE AMOUNTS LISTED IN **SCHEDULE A** WITH RESPECT TO YOUR POTENTIAL ASSIGNED AGREEMENT(S) AND OTHERWISE DO NOT OBJECT TO THE ASSUMPTION AND ASSIGNMENT OF YOUR POTENTIAL ASSIGNED AGREEMENT, YOU ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION WITH RESPECT TO THE CURE AMOUNT.

Pursuant to the Assumption and Assignment Procedures, objections to the proposed assumption and assignment of a Potential Assigned Agreement (an "Assumption and Assignment Objection"), including, without limitation, any objection relating to the Cure Amount or adequate assurance of the Stalking Horse Bidder's future ability to perform, must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules, (c) state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Amount that the Counterparty believes is required to cure defaults under the relevant Potential Assigned

---

<sup>4</sup> The Stalking Horse APA grants the Stalking Horse Bidder with certain designation rights (the "Designation Rights") pursuant to which the Stalking Horse Bidder may request assumption by the applicable Debtor(s) and assignment to the Stalking Horse Bidder's designee of the Debtors' Leases and Potential Assigned Agreements Primarily Related to such Lease (as these terms are defined in the Stalking Horse APA). To the extent that any Potential Assigned Agreement(s) for the Debtors' Leases and Potential Assigned Agreements Primarily Related to such Leases are designated by for assumption and assignment to an assignee designated by the Stalking Horse Bidder (or Successful Bidder), the Debtors will provide separate notice to the holders of Potential Assigned Agreements of any such designation of the Leases and Potential Assigned Agreements Primarily Related to such Leases to be assumed and assigned, the identity of the proposed assignee, and information concerning the proposed assignee's ability to provide adequate assurance of future performance under section 365(b)(1)(3) of the Bankruptcy Code. The Lease Assignment Notice will provide that the counterparty to the Lease will have seven (7) Business Days to file an objection to the proposed assumption and assignment of the Lease and any Potential Related Agreements Relating to such Leases.

Section 3.6 of the Stalking Horse APA also permits the Stalking Horse Bidder to add certain Contracts to the Assigned Agreements for assumption and assignment (including to its designee) following the Closing until the Designation Deadline.

Agreement, (d) be filed by no later than **4:00 p.m. (prevailing Eastern Time)** on [●], 2026 and (e) be served on (i) proposed counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19899, Attn: Laura Davis Jones, Esq. (ljones@pszjlaw.com) and David M. Bertenthal, Esq. (dbertenthal@pszjlaw.com); (ii) proposed counsel to the Committee; (a) [●], and (b) [●]; (iii) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801, Attn: Malcolm M. Bates, Esq. (malcolm.m.bates@usdoj.gov) (the “U.S. Trustee”); (iv) counsel to the DIP Agent and Prepetition ABL Agent, (a) Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola, Esq. (jventola@choate.com), Jonathan D. Marshall, Esq. (jmarshall@choate.com), and Lucas B. Barrett, Esq. (lbarrett@choate.com) and (b) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801, Attn: Daniel J. DeFranceschi, Esq. (defranceschi@RLF.com), John H. Knight, Esq. (Knight@RLF.com) and Matthew P. Milana, Esq. (Milana@RLF.com); (v) counsel to the Stalking Horse Bidder (a) Wachtell, Lipton, Rosen & Katz, 51 West 52<sup>nd</sup> Street, New York, NY 10019, Attn: Scott Charles, Esq. (SKCharles@wlrk.com) and Neil M. Snyder, Esq. (NMSnyder@wlrk.com); and (b) Morris Nichols Arsht & Tunnell, 1201 North Market Street, 16<sup>th</sup> Floor, P.O. Box 1347, Wilmington DE 19899-1347, Attn: Derek C. Abbott (dabbott@morrisnichols.com); (vi) counsel to the Prepetition Term Agent, (a) Goldberg Kohn, 55 East Monroe Street, Chicago, Ill 60603-5792, Attn: Randall Klein, Esq. (randall.klein@goldbergkohn.com) and Zachary Garrett, Esq. (zachary.garrett@goldbergkohn.com) and (b) Blank Rome LLP, 1201 N. Market Street, Suite 800, Wilmington, DE 19801, Attn: Stanley B. Tarr, Esq. (stanley.tarr@blankrome.com); and (vii) proposed counsel to the Conflicts Committee, (i) Goodwin Procter LLP, 620 Eighth Ave., New York, NY 10018, Attn: Kizzy L. Jarashow, Esq. (kjarashow@goodwinlaw.com) and Stacy Dasaro, Esq. (sdasaro@goodwinlaw.com) and (ii) Potter Anderson & Corroon LLP 1313 North Market Street, 6th Floor, Wilmington, Delaware 19801, Attn: L. Katherine Good, Esq. (kgood@potteranderson.com) (collectively, the “Assumption and Assignment Objection Notice Parties”). In the event that any previously stated Cure Amount are modified, the Debtors will promptly serve a Supplemental Assumption and Assignment Notice, by overnight mail and, if known, e-mail, on the applicable Counterparty.

If, following the Auction, the Stalking Horse Bidder is not the Successful Bidder, then the Debtors will (a) file the Notice of Auction Results, which will, among other things, include the identity of the Successful Bidder, (b) post such notice on the Case Management Website, and (c) serve such notice on each Counterparty to a Potential Assigned Agreement. Each such Counterparty will then have an opportunity to object ***solely with respect*** to such Successful Bidder’s ability to provide adequate assurance of future performance with respect to the Counterparty’s Potential Assigned Agreement (a “Post-Auction Objection”). Any Post-Auction Objection may be raised at the Sale Hearing; *provided, however*, that any objection to either (i) the ability of the Stalking Horse Bidder to provide adequate assurance of future performance with respect to any Potential Assigned Agreement or (ii) to any Cure Amounts (including without limitation, Cure Amounts (a) with respect to any Leases and Potential Assigned Agreement Primarily Related to such Leases that may be later designated by the Stalking Horse Bidder or Successful Bidder for assumption and assignment to its designee and (b) for any executory contracts that are added to the list of Assigned Agreements for assumption and assignment following the closing of the sale of the Aggregate Assets in accordance with section 3.6 of the Stalking Horse APA), that must be cured by either the Stalking Horse Bidder or any Successful

Bidder that is not the Stalking Horse Bidder with respect to the Potential Assigned Agreement, must be filed by **4:00 p.m. (prevailing Eastern Time)** on **[•], 2026**.

The Court will hear and determine any Assumption and Assignment Objections and Post-Auction Objections at the Sale Hearing or such other date that the Debtors and the Successful Bidder shall determine (subject to the Court's calendar).

Any Assumption and Assignment Objection shall not constitute an objection to any of the other relief requested in the Sale Motion to be approved by the Approval Order (*e.g.*, the sale of the Aggregate Assets by the Debtors to the Stalking Horse Bidder or Successful Bidder(s), as applicable, free and clear of all liens, claims, encumbrances, and interest). Parties wishing to object to the other relief requested in the Motion (excluding the relief provided in the Bid Procedures Order) must timely file and serve a separate objection, stating with particularity such party's grounds for objection, in accordance with the objection procedures approved and set forth in the Bid Procedures Order.

#### **CONSEQUENCES OF FAILING TO TIMELY ASSERT AN OBJECTION**

***UNLESS YOU FILE AN OBJECTION TO THE CURE AMOUNT AND/OR THE ASSUMPTION OR ASSIGNMENT OF YOUR POTENTIAL ASSIGNED AGREEMENT IN ACCORDANCE WITH THE INSTRUCTIONS AND DEADLINES SET FORTH HEREIN, YOU SHALL BE (A) BARRED FROM OBJECTING TO THE CURE AMOUNT SET FORTH ON SCHEDULE A, (B) ESTOPPED FROM ASSERTING OR CLAIMING ANY CURE AMOUNT AGAINST THE DEBTORS, THE STALKING HORSE BIDDER OR SUCH OTHER SUCCESSFUL BIDDER THAT IS GREATER THAN THE CURE AMOUNT SET FORTH ON SCHEDULE A, AND (C) DEEMED TO HAVE CONSENTED TO THE ASSUMPTION AND/OR ASSIGNMENT OF YOUR POTENTIAL ASSIGNED AGREEMENT.***

Dated:

PACHULSKI STANG ZIEHL & JONES LLP

/s/

---

Laura Davis Jones (DE Bar No. 2436)  
David M. Bertenthal (CA Bar No. 167624)  
919 North Market Street, 17th Floor  
P.O. Box 8705  
Wilmington, Delaware 19899 (Courier 19801)  
Telephone: (302) 652-4100  
Facsimile: (302) 652-4400  
Email: [ljones@pszjlaw.com](mailto:ljones@pszjlaw.com)  
[dbertenthal@pszjlaw.com](mailto:dbertenthal@pszjlaw.com)

*Proposed Counsel for the Debtors and Debtors in Possession*

## **SCHEDULE A**

### Potential Assigned Agreements

<b>No.</b>	<b>Contract/Lease Party</b>	<b>Contract Counterparty</b>	<b>Contract/Lease Title</b>	<b>Date of Entry</b>	<b>Cure Amount</b>
1.	[X]	[X]	[X]	[X]	[\$[X]

**Exhibit B**

**Redline of Proposed Bidding Procedures Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

---

In re:

AMERICAN SIGNATURE, INC., *et al.*,<sup>1</sup>

Debtors.

)  
) Chapter 11  
)  
) Case No. 25-12105 (JKS)  
)  
) (Jointly Administered)  
)  
) **Re: Docket No. 108**

---

**ORDER (I) APPROVING BID PROCEDURES AND BID PROTECTIONS  
IN CONNECTION WITH MOTION TO APPROVE (A) STALKING HORSE ASSET  
PURCHASE AGREEMENT AND (B) STALKING HORSE AGENCY AGREEMENT;  
(II) SCHEDULING BID DEADLINES AND THE AUCTION; (III) APPROVING FORM  
AND MANNER OF NOTICE THEREOF; AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the above captioned debtors and debtors in possession (the “Debtors”) for the entry of an order (this “Order”): (i) (a) approving bidding procedures, substantially in the form attached hereto as Exhibit 1 (the “Bid Procedures”), to be used in connection with approval of a stalking horse bid (the “Stalking Horse Bid”), the terms of which are set forth in (I) that certain *Asset Purchase Agreement*, dated as of November 25, 2025 (the “Stalking Horse APA”) by and between the Debtors and ASI Purchaser LLC (and together with any applicable designee, the “Stalking Horse Buyer”) and SEI, Inc. as Guarantor and (II) the accompanying *Agency Agreement*, dated as of November 25, 2025 (the “Stalking Horse Agency Agreement”) by and between the Debtors and ASI Purchaser LLC (and/or its designee(s)) (the

---

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings given to them in Motion, the Bid Procedures attached hereto as Exhibit 1 or the Stalking Horse Agreements (defined below), as applicable.

“Stalking Horse Agent”) and SEI, Inc. as Guarantor<sup>3</sup>, or alternatively, to such bidder that submits the highest and best bid for the Aggregate Assets<sup>4</sup> at auction; (b) authorizing the Debtors to provide the Stalking Horse Bidder with the Expense Reimbursement and the Augment Purchase pursuant to the terms of the Stalking Horse Agreements, as modified by the Bidding Procedures; (c) scheduling an auction of the Aggregate Assets and scheduling the hearing to approve the sale of the Aggregate Assets; (d) approving the form and manner of notice of the proposed sale hearing, substantially in the form attached to hereto as Exhibit 2; (e) authorizing procedures governing the potential assumption and assignment of the Debtors’ certain executory contracts and unexpired leases in connection with the sale of the Aggregate Assets (each a “Potential Assigned Agreement” and, together, the “Potential Assigned Agreements”); and (f) approving the form and manner of notice to each relevant nondebtor counterparty to a Potential Assigned Agreement of (A) the Debtors’ calculation of the amount necessary to cure any defaults required to be cured under section 365 of the Bankruptcy Code under an applicable Potential Assigned Agreement and (B) certain other information regarding the potential assumption and assignment of Potential Assigned Agreements in connection with the sale of the Aggregate Assets, substantially in the form attached hereto as Exhibit 3; and (ii) an order (a) authorizing the sale of the Aggregate Assets free and clear of all liens, claims, interests, and encumbrances provided with such liens, claims, interests, and

---

<sup>3</sup> The Stalking Horse Agent and the Stalking Horse Buyer are collectively referred to as the “Stalking Horse Bidder.” The Stalking Horse APA and the Stalking Horse Agency Agreement are collectively referred to as the “Stalking Horse Agreements.”

<sup>4</sup> The Debtors’ assets subject to the transactions contemplated under the Stalking Horse Agency Agreement, pursuant to which the Stalking Horse Bidder will act as the Debtors’ agent for the purposes of liquidating their inventory, furniture, fixtures, and equipment at certain stores and distribution centers plus the assets to be sold to the Stalking Horse Bidder under the Stalking Horse APA, which include, *inter alia*, granting the Stalking Horse Bidder designation rights on substantially all of the Debtors’ leases and selling to the Stalking Horse Bidder certain of the Debtors’ assets, including the Debtors’ owned real estate assets, the Debtors’ intellectual property, and certain of the Debtors’ claims and causes of action and the other assets identified in the Stalking Horse APA, are collectively referred to as the “Aggregate Assets.”

encumbrances to attach to the proceeds of such sale; (b) authorizing the assumption and assignment of Potential Assigned Agreements; (c) granting related relief, all as more fully set forth in the Motion and upon the First Day Declaration; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and the Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court (the "Bid Procedures Hearing"); and the Court having determined that the legal and factual bases set forth in the Motion and at the Bid Procedures Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY FOUND AND DETERMINED THAT:**

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. The Court has jurisdiction to consider the Motion, the relief requested therein, and the transaction contemplated by the Stalking Horse Agreements in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This matter is a core proceeding

under 28 U.S.C. § 157(b). Venue of the Chapter 11 Cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. The bases for the relief requested in the Motion are sections 105, 363, 365, 503, 507, and 1146(a) of the Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Rules 2002(a)(2), 6004, 6006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2002-1, 6004-1, 9006-1, and 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedures of the United States District Court for the District of Delaware (the “Local Rules”).

D. The Debtors’ proposed notice of the Motion and the hearing thereon, including, without limitation, the Bid Procedures and the proposed entry of this Bid Procedures Order, is (i) appropriate and reasonably calculated to provide all interested parties with timely and proper notice; (ii) in compliance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules; and (iii) adequate and sufficient under the circumstances of the Chapter 11 Cases, such that no other or further notice is required.

E. The Debtors and their advisors are engaged in an extensive sale process to solicit and develop the highest or best offers for the Aggregate Assets.

F. A reasonable opportunity to object or be heard regarding the relief requested in the Motion (including, without limitation, with respect to the Bid Procedures and payment of the Expense Reimbursement and the Augment Purchase for the Aggregate Assets) has been afforded to parties in interest.

G. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Bid Procedures Order is in the best interests of the Debtors and their estates, creditors, interest holders, and all other parties in interest herein.

H. Each of the Bid Procedures comply with the requirements of Local Rule 6004-(1)(c).

I. The Sale Notice attached hereto as Exhibit 2 is fair, appropriate, and reasonably calculated to provide proper and sufficient notice to creditors, the Debtors' economic stakeholders, and other parties in interest of the Sale Hearing and the relief requested under the Motion, including, without limitation, the procedures and deadlines by which parties may object to the Motion. The Potential Assumption and Assignment Notice attached hereto as Exhibit 3 is fair, appropriate, and reasonably calculated to provide each Counterparty to the Potential Assigned Agreements with proper and sufficient notice of the potential assumption and assignment of such Potential Assigned Agreements by the Successful Bidder(s) or any of their known proposed assignees (if different from the Successful Bidder) and the requirement that each Counterparty assert any objection to the proposed Cure Amounts prior to the Assumption and Assignment Objection Deadline or otherwise be barred from asserting claims arising from events occurring following assumption and assignment of such Potential Assigned Agreements. The Assumption and Assignment Procedures comply with section 365 of the Bankruptcy Code and Bankruptcy Rule 6006.

J. The process for selecting the Stalking Horse bidder was fair and appropriate under the circumstances and in the best interests of the Debtors' estates. The Debtors have articulated

good and sufficient reasons for the Court to: (i) approve the Bid Procedures, (ii) schedule the Auction and approve the manner of notice of the Auction, (iii) approve the procedures for the assumption and assignment of the Potential Assigned Agreements, including notice of proposed Cure Amounts, and (iv) grant the Expense Reimbursement and the Augment Purchase, to the extent and as provided in the Stalking Horse Agreements and in this Bid Procedures Order.

K. The Bid Procedures and the Stalking Horse Agreements were negotiated among the Debtors, the Stalking Horse Bidder and Guarantor at arms' length and in good faith. The Stalking Horse Agreements represent the highest and otherwise best offer that the Debtors have received to date for the Aggregate Assets. Without the Stalking Horse Bid, the Debtors would likely realize a lower price for the Aggregate Assets. As such, the contributions of the Stalking Horse Bidder to the process have indisputably provided a substantial benefit to the Debtors, their estates, and creditors in these chapter 11 cases. The Stalking Horse Bid will enable the Debtors to secure a fair and adequate baseline price for the Aggregate Assets at the Auction (if any), and, accordingly, will provide a clear benefit to the Debtors' estates, their creditors, and all other parties in interest.

L. The Bid Procedures in the form attached hereto as Exhibit 1 are fair, reasonable, and appropriate, and are designed to maximize creditor recoveries from a sale of the Aggregate Assets and permit the Debtors to comply with their obligations and the Sale Milestones provided under the *Interim Order Under Bankruptcy Code Sections 105, 361, 362, 363, 364, 503, 506, 507 and 552, and Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014 (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting (A) Liens and*

*Providing Superpriority Administrative Expense Status, and (B) Adequate Protection to Prepetition Secured Creditors, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and Scheduling Final Hearing, and (V) Granting Related Relief*[Docket No. 83] (the “Interim DIP Order”) and are consistent with the Debtors’ exercise of their fiduciary duties under applicable law.

M. To the extent payable under the terms of the Stalking Horse Agreements, and this Bid Procedures Order, the Expense Reimbursement and the Augment Purchase for the Aggregate Assets (together, the “Bid Protections”): (i)(a) shall be deemed an actual and necessary cost and expense of preserving the Debtors’ estates, within the meaning of section 503(b) of the Bankruptcy Code; (b) shall constitute allowed superpriority expense claims against the Debtors’ estates pursuant to sections 105(a), 503(b) and 507(a)(2) of the Bankruptcy Code with priority over all other administrative expenses of the kind specified in section 503(b) of the Bankruptcy Code, provided that such superpriority claim shall be subject and subordinate to the Carve Out (as defined in the Interim DIP Order); (ii) are commensurate to the real and substantial benefit conferred upon the Debtors’ estates by the Stalking Horse Bidder; (iii) are reasonably tailored to encourage, rather than hamper, bidding for the Aggregate Assets, by providing a baseline of value, increasing the likelihood of competitive bidding at the Auction, and facilitating participation of other bidders in the sale process, thereby increasing the likelihood that the Debtors will receive the best possible price and terms for the Aggregate Assets; (iv) provide a substantial benefit to the Debtors’ estates and stakeholders and all parties in interest herein; (v) are reasonable and appropriate; (vi) are a material inducement for and condition necessary to ensure that the Stalking Horse Bidder will

continue to pursue the Stalking Horse Agreements to purchase the Aggregate Assets; and (vii) are reasonable in relation to the Stalking Horse Bidder's efforts and to the magnitude of the sale of the Aggregate Assets and the Stalking Horse Bidder's lost opportunities resulting from the time spent pursuing such transaction. Unless it is assured that the Bid Protections will be available, the Stalking Horse Bidder is unwilling to remain obligated to consummate the Stalking Horse Agreements or otherwise be bound under the Stalking Horse Agreements, including, without limitation, the obligations to maintain its committed offer while such offer is subject to higher or otherwise better offers as contemplated by the Bid Procedures.

N. The Stalking Horse Bidder shall act as the "stalking horse bidder" for the Aggregate Assets in accordance with the Stalking Horse Agreements.

O. The Bid Protections, as approved by this Bid Procedures Order, (i) are fair and reasonable, (ii) have been negotiated by the Stalking Horse Bidder and the Debtors at arm's length and in good faith, (iii) provide a benefit to the Debtors' estates and stakeholders, and (iv) are necessary to ensure that the Stalking Horse Bidder will continue to pursue the Stalking Horse Agreements and transactions contemplated thereby.

P. The Debtors have demonstrated a compelling and sound business justification for the Court to enter this Bid Procedures Order and thereby: (i) approve of the Bid Procedures as contemplated by the Stalking Horse Agreements and the Motion; (ii) authorize the Bid Protections, under the terms and conditions set forth in the Stalking Horse Agreements; (iii) set the dates of the Bid Deadline, Auction (if needed), Sale Hearing, and other deadlines set forth in the Bid Procedures; (iv) approve the proposed noticing procedures (the "Noticing Procedures") and the

forms of notice; and (v) approve the Assumption and Assignment Procedures and the forms of relevant notice. Such compelling and sound business justification, which was set forth in the Motion, the First Day Declaration, and on the record at the Bid Procedures Hearing, are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

**IT IS HEREBY ORDERED THAT:**

1. For the reasons stated on the record at the Bid Procedures Hearing, the Motion is granted as set forth herein.

2. All objections to the relief requested in the Motion, the filing and service of the proposed bidding procedures order approving the relief in the Motion, and the attachments to such order, that have not been withdrawn, waived, or settled as announced to the Court at the hearing on the Motion or by stipulation filed with the Court, are hereby overruled in all respects on the merits; except as otherwise stated on the record at the Bid Procedures Hearing.

3. The Bid Procedures are hereby approved in their entirety [as modified by this Order](#), are incorporated herein by reference, and shall govern the bids and proceedings related to the sale of the Aggregate Assets and the Auction. The failure to specifically include or reference any particular provision of the Bid Procedures in the Motion or this Bid Procedures Order shall not diminish or otherwise impair the effectiveness of such procedures, it being the Court's intent that the Bid Procedures are approved in their entirety, as if fully set forth in this Bid Procedures Order. The Debtors are authorized to take all actions necessary or appropriate to implement the Bid Procedures.

## Bid Procedures

### A. Approval of Dates and Deadlines Requested in the Motion.

4. **Bid Deadline.** \_\_\_\_\_, 2025, at 4:00 p.m. (prevailing Eastern Time), is the deadline by which bids for the Aggregate Assets (as well as the deposit and all other documentation required under the Bid Procedures for Qualified Bidders) must be submitted in accordance with the terms of the Bid Procedures.

5. **Auction.** In the event the Debtors receive, on or before the Bid Deadline, one or more Qualified Bids in addition to the Stalking Horse Bid, an Auction shall be conducted on \_\_\_\_\_, \_\_\_\_:00 .m. (prevailing Eastern Time) at the offices of Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19801 (or by video conference to the live proceedings at this location) (the “Auction”). The Debtors shall provide notice of the date, time, and place of the Auction to the Qualified Bidders no later than one day before such Auction, and will post notice of the date, time, and place of the Auction no later than one business day before such Auction on the website of Verita Global, the Debtors’ notice and claims agent, Verita Global, at ~~<https://www.veritaglobal.net/americansignature>~~<https://www.veritaglobal.net/americansignature> (the “Case Information Website”). The Debtors are authorized to conduct the Auction in accordance with the Bid Procedures.

6. ~~As soon as is reasonably practicable~~[No later than the earlier of \(a\) five business hours<sup>5</sup> following the conclusion of the Auction, if held, or \(b\) noon the calendar day](#)

---

<sup>5</sup> Reference to business hours shall mean hours within 9am to 5pm prevailing Eastern time on business days.

following the conclusion of the Auction, if held, the Debtors shall file with the Court a notice of the Auction results and serve such notice by electronic mail (if known), or otherwise by overnight mail, on Counterparties (and their counsel of record, if known) and any other parties that have requested service pursuant to Bankruptcy Rule 2002. Objections to the conduct of the Auction, the Successful Bidder, or, if applicable, the sale of the Aggregate Assets to the Successful Bidder or the sale to the Stalking Horse Bidder ~~must be made at the Sale Hearing~~ shall be made at the Sale Hearing. The notice will include the identity of the Successful Bidder, any Back-Up Bidder, the amount of the winning bid and any back-up bid, and, if the Successful Bidder or Back-Up Bidder is a credit bidder, what portion of the bid is a credit bid and what portion (if any) is cash. If the Successful Bidder or Back-Up Bidder is an affiliate of the Debtors, the notice shall provide such disclosure.

7. **Sale Hearing.** The Sale Hearing for the Aggregate Assets shall be held in the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Courtroom No. 6, Wilmington, Delaware 19801, on \_\_\_\_\_, at \_\_:00 .m. (**prevailing Eastern Time**) or such other date and time that the Court may later direct or as agreed upon by the Debtors and the Successful Bidder(s); *provided, however,* that the Sale Hearing may be adjourned, from time to time, without further notice to creditors or parties in interest other than by filing a notice on the Court's docket or by announcement of any continued hearing in open Court or on the Court's docket.

**B. Sale Objections.**

8. Objections to the sale of the Aggregate Assets, if any, must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) be filed with the Court by no later than \_\_\_\_\_, at 4:00 p.m. (prevailing Eastern Time) (the “Sale Objection Deadline”), and (d) be served on: (1) proposed counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19899, Attn: Laura Davis Jones, Esq. ~~(ljones@pszjlaw.com)~~(ljones@pszjlaw.com) and David M. Bertenthal, Esq. ~~(dbertenthal@pszjlaw.com)~~(dbertenthal@pszjlaw.com); (2) proposed counsel to the official committee of unsecured creditors appointed in the Chapter 11 Cases (the “Committee”), (a) ~~(a) [•]~~ and ~~(b) [•]~~ Kelley Drye & Warren LLP, 3 World Trade, 175 Greenwich Street, New York, NY 10007 Attn: Eric R. Wilson (ewilson@kelleydrye.com), Jason R. Adams (jadams@kelleydrye.com), and Maeghan J. McLoughlin (mmcloughlin@kelleydrye.com)), and (b) Cole Schotz, 500 Delaware Avenue, Suite 600, Wilmington, DE 19801, Attn: Justin Alberto (jalberto@coleschotz.com), Seth Van Aalten (svanaalten@coleschotz.com) and Sarah Carnes (scarnes@coleschotz.com); (3) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801, Attn: Malcolm M. Bates, Esq. ~~(malcolm.m.bates@usdoj.gov)~~(malcolm.m.bates@usdoj.gov) (the “U.S. Trustee”); (4) counsel to the counsel to the DIP Agent and Prepetition ABL Agent, (a) Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola, Esq. ~~(jventola@choate.com)~~(jventola@choate.com), Jonathan D. Marshall, Esq. ~~(jmarshall@choate.com)~~(jmarshall@choate.com) and Lucas B. Barrett, Esq. ~~(lbarrett@choate.com)~~(lbarrett@choate.com) and (b) Richards, Layton & Finger, P.A., One

Rodney Square, 920 North King Street, Wilmington, DE 19801, Attn: Daniel J. DeFranceschi, Esq. ~~(defranceschi@RLF.com);~~(defranceschi@RLF.com), John H. Knight, Esq. ~~(Knight@RLF.com)~~(Knight@RLF.com) and Matthew P. Milana, Esq. ~~(Milana@RLF.com);~~(Milana@RLF.com); (5) counsel to the Stalking Horse Bidder, (a) Wachtell, Lipton, Rosen & Katz, 51 West 52<sup>nd</sup> Street, New York, NY 10019, Attn: Scott Charles, Esq. ~~(SKCharles@wlrk.com)~~(SKCharles@wlrk.com) and Neil M. Snyder, Esq. ~~(NMSnyder@wlrk.com)~~(NMSnyder@wlrk.com) and (b) Morris Nichols Arsht & Tunnell, 1201 North Market Street, 16<sup>th</sup> Floor, P.O. Box 1347, Wilmington DE 19899-1347, Attn: Derek C. Abbott ~~(dabbott@morrisnichols.com)~~Abbott (dabbott@morrisnichols.com) (6) counsel to the Prepetition Term Agent, (a) Goldberg Kohn, 55 East Monroe Street, Chicago, Ill 60603-5792, Attn: Randall Klein, Esq. ~~(randall.klein@goldbergkohn.com) and Zachary Garrett, Esq. (zachary.garrett@goldbergkohn.com)~~(randall.klein@goldbergkohn.com) and Zachary Garrett, Esq. (zachary.garrett@goldbergkohn.com) and (b) Blank Rome LLP, 1201 N. Market Street, Suite 800, Wilmington, DE 19801, Attn: Stanley B. Tarr, Esq. ~~(stanley.tarr@blankrome.com);~~(stanley.tarr@blankrome.com); (7) proposed counsel to the Conflicts Committee, (i) Goodwin Procter LLP, 620 Eighth Ave., New York, NY 10018, Attn: Kizzy L. Jarashow, Esq. ~~(kjarashow@goodwinlaw.com)~~(kjarashow@goodwinlaw.com) and Stacy Dasaro, Esq. ~~(sdasaro@goodwinlaw.com)~~(sdasaro@goodwinlaw.com) and (ii) Potter Anderson & Corroon LLP 1313 North Market Street, 6th Floor, Wilmington, Delaware 19801, Attn: L. Katherine Good, Esq. ~~(lgood@potteranderson.com);~~(lgood@potteranderson.com); and (8) any other party that has requested notice pursuant to Bankruptcy Rule 2002

(collectively, the “Objection Notice Parties”). ~~The~~Except as otherwise set forth herein, the failure of any objecting person or entity to timely file an objection prior to the Sale Objection Deadline shall be a bar to the assertion at the Sale Hearing or thereafter of any objection to the relief requested by the Debtors, or the consummation and performance of the sale of the Aggregate Assets to the Successful Bidder, including the sale of the Aggregate Assets free and clear of all liens, claims, interests, and other encumbrances (with the same to attach to the cash proceeds of the sale of the Aggregate Assets to the same extent and with the same order of priority, validity, force and effect which they previously had against the Aggregate Assets, subject to the rights and defenses of the Debtors and the Debtors’ estates with respect thereto), and the Debtors’ assumption and assignment of the Potential Assigned Agreements to the Successful Bidder.

9. In the event that an Auction is conducted, the deadline for objections by parties in interest in the Chapter 11 Cases with standing to raise such objections related to the conduct of the Auction shall be at the Sale Hearing. In the event that the Auction results in a Successful Bidder other than the Stalking Horse Bidder, the deadline for objections related to (i) the form of Sale Order approving such Successful Bidder’s asset purchase agreement, and (ii) the proposed asset purchase agreement between the Debtors and such Successful Bidder shall be at the Sale Hearing.

**C. Auction, Bid Procedures, and Related Relief.**

~~9.~~10. The Bid Procedures, substantially in the form attached hereto as **Exhibit 1** are incorporated herein and are hereby approved in their entirety, as modified by this Order, and the Bid Procedures shall govern the submission, receipt, and analysis of all Bids relating to the

sale of the Aggregate Assets. Any party desiring to submit a Bid for the Aggregate Assets shall comply with the Bid Procedures and this Bid Procedures Order. The Debtors are authorized to take any and all actions necessary to implement the Bid Procedures.

~~10.11.~~ **Noticing Procedures.** The Noticing Procedures as set forth in this Bid Procedures Order and the Motion, including the form of Sale Notice attached hereto as **Exhibit 2**, are hereby approved. Within three (3) business days after entry of this Bid Procedures Order, the Debtors shall serve the Sale Notice by email (where known) and by first-class mail upon: (a) counsel to the Committee; (b) the U.S. Trustee; (c) counsel to DIP Agent and Prepetition ABL Agent; (d) counsel to the Stalking Horse Bidder; (e) counsel to the Prepetition Term Agent; (f) all known creditors of the Debtors (for whom identifying information and addresses are available to the Debtors); (g) the Internal Revenue Service; (h) all applicable federal, state, and local taxing authorities; (i) all persons and entities known by the Debtors to have expressed an interest to the Debtors in the Aggregate Assets; (j) all persons and entities known by the Debtors to have asserted any lien, claim, interest or encumbrance in the Aggregate Assets (for whom identifying information and addresses are available to the Debtors); (k) Counterparties to Potential Assigned Agreements, as well as counsel of record for all Counterparties to Potential Assigned Agreements, if known; (l) any governmental authority known to have a claim against the Debtors in the Chapter 11 Cases; (m) the United States Securities and Exchange Commission; (n) the United States Attorney's Office for the District of Delaware; (o) United States Attorney General's Office for the District of Delaware; (p) the Office of the Attorney General and the Secretary of State in each state in which the Debtors operate; (q) counsel to the Conflicts Committee; (r) all of the parties entitled

to notice pursuant to Bankruptcy Rule 2002; and (s) all other parties as directed by the Court (collectively, the “Sale Notice Parties”). ~~On or about the same date or as soon as reasonably practicable~~ In addition to effectuating service upon the Sale Notice Parties, the Debtors shall file a copy of the Sale Notice on the docket. On the same date, the Debtors shall post the Sale Notice on the Case Information Website and may, in their discretion, publish a notice substantially similar to the Sale Notice in *USA Today*, *The New York Times National Edition* or similar publication with national circulation. Service of the Sale Notice on the Sale Notice Parties and publication thereof in the manner described in this Bid Procedures Order constitutes good and sufficient notice of the Auction and the Sale Hearing. No other or further notice is required.

~~11.~~ 12. **Cancellation or Adjournment of Auction.** If the Debtors do not receive any Qualified Bids (other than the Stalking Horse Bid): (a) the Debtors shall cancel the Auction and will not hold the Auction, (b) the Stalking Horse Bidder will be deemed the Successful Bidder for the Aggregate Assets, and (c) the Debtors shall be authorized to seek approval of the Stalking Horse Agreements for the Aggregate Assets at the Sale Hearing; *provided, however*, that the Debtors may, in their discretion, open the Auction solely for the purpose of reflecting on the record that no other Qualified Bids were received other than the Stalking Horse Bid for the Aggregate Assets. If the Debtors, in consultation with the Consultation Parties, determine not to conduct an Auction for the Aggregate Assets, the Debtors shall file a notice with the Court of such determination within one (1) business day of making such determination.

~~12.~~ 13. The Debtors reserve the right, in their business judgment and in consultation with the Consultation Parties, to adjourn the Auction one or more times, to, among other things,

(i) facilitate discussions between the Debtors and Qualified Bidders, (ii) allow Qualified Bidders to consider how they wish to proceed, and (iii) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their business judgment, may require that the Qualified Bidder has sufficient internal resources or has received sufficient noncontingent debt and/or equity funding commitments to consummate the proposed sale of the Aggregate Assets at the prevailing Overbid amount.

14. The Debtors shall consult with the Consultation Parties in good faith regarding the sale process for the Aggregate Assets and the Sale Transactions, including evaluation of any and all Bids, scheduling and operation of the Auction (if applicable), and selection of a Winning Bid, as well as any modifications of the Bid Procedures; *provided* that, the Debtors shall not consult with a Consultation Party regarding the Debtors' evaluation of Bids or the selection by the Debtors of a Winning Bid if such Consultation Party, or an affiliate of such Consultation Party, has submitted a competing Bid, unless and until the Consultation Party (or such affiliate) unequivocally revokes in writing its Bid and waives its right to further bid; *provided* that, for the avoidance of doubt, nothing in this paragraph shall prohibit the Debtors from negotiating Bids, clarifying the terms of Bids (whether with the maker of such Bid, any other Bid or otherwise) or otherwise interacting in any customary fashion with bidders.

~~13.~~15. **Stalking Horse Bid Protections.** The Stalking Horse Agent and the Stalking Horse Buyer are hereby approved as the Stalking Horse Bidder for the Aggregate Assets pursuant to the terms of the Stalking Horse Agreements.

~~14.~~16. The Stalking Horse Bid for the Aggregate Assets shall be subject to higher or otherwise better Qualified Bids, in accordance with the terms of the Bid Procedures, provided that approval of the Stalking Horse Agreements is subject to entry of the Approval Order.

~~15.~~17. The Stalking Horse Bidder is a Qualified Bidder and the Stalking Horse Bid as set forth in the Stalking Horse Agreements is a Qualified Bid.

~~16.~~18. No person or entity other than the Stalking Horse Bidder shall, with respect to any bid for the Aggregate Assets, be entitled to any expense reimbursement, break-up fees, “topping” fee, termination fee, or other similar fee or payment; by submitting a bid, such person or entity is deemed to have waived their right to request or to file with the Court any request for expense reimbursement, break-up fees, “topping” fee, termination fee, or other similar fee or payment of any nature, whether by virtue of section 503(b) of the Bankruptcy Code or otherwise.

~~17.~~19. The Bid Protections are each approved on the terms set forth in the Stalking Horse Agreements. Pursuant to sections 105, 363, 364, 503 and 507 of the Bankruptcy Code, the Debtors are authorized to pay, or cause to be paid, the Bid Protections to the Stalking Horse Bidder in accordance with the terms of the Stalking Horse Agreements without further order of the Court. The Bid Protections shall only be payable if the conditions to payment of such amounts set forth in the Stalking Horse Agreements have been satisfied and shall, to the extent payable, be paid solely from the proceeds of a Subsequent Transaction (as defined in the Stalking Horse APA).

~~The~~Subject in all respects to the immediately preceding sentence, the Bid Protections: (i) shall be deemed an actual and necessary cost and expense of preserving the Debtors’ estates, within the meaning of section 503(b) of the Bankruptcy Code; (ii) shall constitute allowed superpriority

expense claims against the Debtors' estates pursuant to sections 105(a), 503(b) and 507(a)(2) of the Bankruptcy Code with priority over all other administrative expenses of the kind specified in section 503(b) of the Bankruptcy Code, provided that such superpriority claim shall be subject and subordinate to the Carve Out (as defined in the Interim DIP Order); and (iii) shall survive the termination of the Stalking Horse Agreements and dismissal or conversion of the Chapter 11 Cases.

~~18.20.~~ The Notwithstanding that the Bid Protections shall constitute allowed superpriority expense claims against the Debtors' estates, the Bid Protections shall be payable solely from the proceeds of a Subsequent Transaction by the Debtors as set forth in section 8.2 of the Stalking Horse APA and in accordance with terms thereof and this Bid Procedures Order without further order from the Court.

#### **D. Credit Bidding**

~~19.21.~~ Unless otherwise ordered by the Court, any Qualified Bidder who has a valid, perfected, and enforceable lien on any assets of the Debtors' estates (a "Secured Creditor") and the right, power, and authorization to credit bid claims secured by such liens, shall have the right to credit bid all or a portion of such Secured Creditor's secured claims within the meaning of, and subject to, section 363(k) of the Bankruptcy Code, including the rights of the Debtors, the Committee and other parties in interest in the Chapter 11 Cases to object to such credit bid.

#### **APPROVAL OF THE ASSUMPTION AND ASSIGNMENT PROCEDURES FOR BID PROCEDURES**

~~20.22.~~ The Assumption and Assignment Procedures set forth in the Motion and herein are hereby approved. The Potential Assumption and Assignment Notice substantially in

the form attached to this Bid Procedures Order as **Exhibit 3** is approved for the Aggregate Assets.

No other or further notice is required.<sup>6</sup> When filing the Potential Assumption and Assignment Notice as to the Stalking Horse Bidder, the Debtors shall also serve information evidencing adequate assurance of future performance on the applicable landlords whose leases are potentially being assumed and assigned at Closing pursuant to section 365 of the Bankruptcy Code. Adequate assurance information for any Qualified Bidder other than the Stalking Horse Bidder shall be disseminated to landlords whose leases are potentially being assumed and assigned at Closing no later than one (1) business day of the Debtors' qualifying such Bidder.

~~21.23.~~ No later than three (3) business days after entry of this Bid Procedures Order, the Debtors shall file with the Court and post on the Case Information Website, the Potential Assumption and Assignment Notice and serve such notice (a) by overnight delivery service upon the Counterparties at the address set forth in the notice provision of the applicable Potential Assigned Agreement (and their counsel, if known) and (b) by first class mail, email, or fax upon the Objection Notice Parties. The Potential Assumption and Assignment Notice shall notify the Counterparties that the applicable Potential Assigned Agreements are subject to potential assumption and assignment and of the Debtors' proposed Cure Amounts relating to such Potential Assigned Agreements.

---

<sup>6</sup> To extent the identity of the assignee designated by the Stalking Horse Bidder to any Potential Assigned Agreement is not provided in any Potential Assumption and Assignment Notice or Supplemental Potential Assumption and Assignment Notice, the Counterparty to any Potential Assigned Agreement shall not be required to file an Assumption and Assignment Objection solely on the grounds of (i) the identity of the proposed assignee to the Potential Assigned Agreement, or (ii) the ability of the proposed assignee to provide adequate assurances of future performance under any Potential Assumed Agreement.

~~22.24.~~ 24. Any Counterparty may object to the proposed assumption or assignment of its Potential Assigned Agreement, the Debtors' proposed Cure Amounts with respect to its Potential Assigned Agreement, if any, or the ability of the Stalking Horse Bidder ~~or any other potential bidder~~ to provide adequate assurance of future performance (collectively, an "Assumption and Assignment Objection").<sup>7</sup> All Assumption and Assignment Objections must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules, (c) state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Amount the Counterparty believes is required to cure defaults (as that concept is contemplated by section 365 of the Bankruptcy Code) under the relevant Potential Assigned Agreement; (d) be filed by no later than **4:00 p.m. (prevailing Eastern Time) on \_\_\_\_\_**; and (e) be served on the Objection Notice Parties; provided, however, that if the Debtors conduct an Auction, then the deadline for a Counterparty to object to the ability of a Successful Bidder other than the Stalking Horse Bidder to provide adequate assurance of future performance shall be at or before the Sale Hearing.

~~23.25.~~ 25. If a Counterparty files a timely Assumption and Assignment Objection, the Court will hear and determine such objection at the Sale Hearing or such other date that the

<sup>7</sup> Except with respect to the Leases and Potential Assigned Agreements Primarily Related to such Lease (as those terms are defined in the Stalking Horse APA) that the Stalking Horse Bidder (in the event that it is the Successful Bidder) may designate for assumption and assignment to ~~its designee pursuant to~~ an assignee other than the Lease Assignment Notice substantially in Stalking Horse Bidder, notice of which designation shall be served by the form attached as Exhibit D to the Approval Order to Debtors on the affected counterparties, ~~and~~ which notice will disclose the designated Lease and Potential Assigned Agreements Primarily Related to such Lease: and the applicable assignee.

Section 3.6 of the Stalking Horse APA permits the Stalking Horse Bidder to add certain Contracts to the Assigned Agreements for assumption and assignment (including to its delegee) following the Closing until the Designation Deadline and for the assumption and assignment of such Contracts (including to its delegee) in accordance with the terms and conditions of that agreement.

Debtors, the objecting Counterparty, and the Successful Bidder shall determine (subject to the Court's calendar~~), or as otherwise ordered by the Court in the event the parties cannot agree on a hearing date.~~

~~24.~~26. If a Counterparty fails to file with the Court and serve a timely Assumption and Assignment Objection, the Counterparty shall be forever barred from asserting any such objection with regard to the assumption or assignment of its Potential Assigned Agreement, and, notwithstanding anything to the contrary in the Potential Assigned Agreement or any other document, the Cure Amounts set forth in the Potential Assumption and Assignment Notice shall be controlling and shall be the only amount necessary to cure outstanding defaults under the applicable Potential Assigned Agreement under section 365(b) of the Bankruptcy Code arising out of or related to the Potential Assigned Agreement following the assumption and assignment thereof, whether known or unknown, due or to become due, accrued, absolute, contingent or otherwise; and the Counterparty shall be forever barred from asserting any cure or other pre-assignment amounts in excess of the Cure Amount set forth in the applicable Potential Assumption and Assignment Notice with respect to such Potential Assigned Agreement against the Debtors, the Successful Bidder or the property of any of them; provided, however, that a Counterparty shall not be barred from seeking additional amounts on account of any defaults occurring between the service of the Potential Assumption and Assignment Notice and the effective date of the assumption and assignment of the applicable Potential Assigned Agreement.

~~25.~~27. In the event that any additional Potential Assigned Agreements are noticed for assumption or assignment or any previously stated Cure Amounts are modified in accordance

with the Stalking Horse Agreements, the Successful Bidder's asset purchase agreement or the Assumption and Assignment Procedures, the Debtors will promptly [file with the Court and](#) serve a supplemental assumption and assignment notice, by overnight mail and, if known, e-mail, on the applicable Counterparties [and their counsel of record, if any](#) (collectively, a "Supplemental Assumption and Assignment Notice"). Each Supplemental Assumption and Assignment Notice will include the same information with respect to the applicable Potential Assigned Agreement as is required to be included in the Potential Assumption and Assignment Notice.

~~26.28.~~ Any Counterparty listed on a Supplemental Assumption and Assignment Notice whose Potential Assigned Agreement is proposed to be assumed and assigned and was not included in the Potential Assumption and Assignment Notice may object to the proposed assumption or assignment of its Potential Assigned Agreement, the Debtors' proposed Cure Amounts with respect to its Potential Assigned Agreement, if any, or the ability of the Successful Bidder to provide adequate assurance of future performance (collectively, a "Supplemental Assumption and Assignment Objection"). All Supplemental Assumption and Assignment Objections must (a) be in writing; (b) comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules; (c) state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Amounts the Counterparty believes is required to cure defaults (as that concept is contemplated by section 365 of the Bankruptcy Code) under the relevant Potential Assigned Agreement; (d) be filed by no later than ten (10) calendar days after the date of service of such Supplemental Assumption and Assignment Notice; and (e) be served on the Objection Notice Parties. Each Supplemental Assumption and Assignment Objection, if any, shall be resolved in the

same manner as an Assumption and Assignment Objection. For the avoidance of doubt, if a Potential Assigned Agreement was listed in the Potential Assumption and Assignment Notice and the previously stated Cure Amount is modified in the Supplemental Assumption and Assignment Notice, the Counterparties to such Potential Assigned Agreement may file a Supplemental Assumption and Assignment Objection only if such objection is to the modified Cure Amount.

~~27.~~29. If a Counterparty fails to file with the Court and serve on the Assumption and Assignment Objection Notice Parties a timely Supplemental Assumption and Assignment Objection, the Counterparty shall be forever barred from asserting any such objection with regard to the assumption or assignment of its Potential Assigned Agreement and, notwithstanding anything to the contrary in the Potential Assigned Agreement or any other document, the Cure Amounts set forth in the Supplemental Assumption and Assignment Notice shall be controlling and shall be the only amount necessary to cure outstanding defaults under the applicable Potential Assigned Agreement under section 365(b) of the Bankruptcy Code arising out of or related to the Potential Assigned Agreement following the assumption and assignment thereof, whether known or unknown, due or to become due, accrued, absolute, contingent, or otherwise; and the Counterparty shall be forever barred from asserting any cure or other pre-assignment amounts in excess of the Cure Amount set forth in the applicable Supplemental Assumption and Assignment Notice with respect to such Potential Assigned Agreement against the Debtors, the Successful Bidder or the property of any of them; provided, however, that a Counterparty shall not be barred from seeking additional amounts on account of any defaults occurring between the service of the

Supplemental Assumption and Assignment Notice and the effective date of the assumption and assignment of the Potential Assigned Agreement.

**MISCELLANEOUS PROVISIONS FOR BID PROCEDURES**

30. No later than seven days prior to the Sale Objection Deadline, the Debtors shall file a proposed form of Approval Order on the public docket in these chapter 11 cases.

~~28.~~31. Nothing in this Bid Procedures Order authorizes the assumption of the PNC Mortgage Loan as may be contemplated by the Bid Procedures or the Stalking Horse APA. Any such assumption shall be subject to the consent of PNC Bank, National Association or further order of this Court.

~~29.~~32. The failure to include or reference a particular provision of the Bid Procedures specifically in this Bid Procedures Order shall not diminish or impair the effectiveness or enforceability of such a provision.

~~30.~~33. In the event of any inconsistencies between this Bid Procedures Order and the Motion and/or the Bid Procedures, this Bid Procedures Order shall govern in all respects.

~~31.~~34. This Bid Procedures Order, and the claims granted hereunder in favor of the Stalking Horse Bidder on account of the Bid Protections, shall be binding on the Debtors, including any chapter 7 or chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

~~32.~~35. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

~~33.~~36. All time periods set forth in this Bid Procedures Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

~~34.~~37. To the extent the dates and deadlines herein are modified pursuant to the Bid Procedures and such modification is inconsistent with the requirements of Local Rule 9006-1(b), such requirements shall be deemed satisfied.

~~35.~~38. Notwithstanding any Bankruptcy Rule (including, without limitation, Bankruptcy Rule 6004(h), 6006(d), 7062 or 9014) or Local Rule that might otherwise delay the effectiveness of this Bid Procedures Order), the terms and conditions of this Bid Procedures Order shall be immediately effective and enforceable upon its entry.

~~36.~~39. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Bid Procedures Order in accordance with the Motion.

~~37.~~40. All persons or entities (whether or not Qualified Bidders) that participate in the bidding process, including submitting a bid for any of the Aggregate Assets during the sale process and/or Auction, shall be deemed to have knowingly and voluntarily (a) submitted to the exclusive jurisdiction of this Court with respect to all matters related to the terms and conditions of the transfer of the Aggregate Assets, the Auction, and any related transaction(s), (b) consented to the entry of a final order by this Court in connection with the Motion or this Bid Procedures Order (including any disputes related to the bidding process, the Auction, and/or any related transaction(s)) to the extent that it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the

United States Constitution, and (c) waived any right to jury trial in connection with any disputes relating to the any of the foregoing matters.

~~38.~~41. The Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Bid Procedures Order. The Court has the authority to fashion appropriate relief, on an emergency basis or otherwise, for any violations of this Bid Procedures Order or the Bid Procedures.

**EXHIBIT 1**

**Bid Procedures**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

AMERICAN SIGNATURE, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-12105 (JKS)

(Jointly Administered)

**BID PROCEDURES**

On November 22, 2025 (the “Petition Date”), the above captioned debtors and debtors in possession (together, the “Debtors”) each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Court”). On November 26, 2025, the Debtors filed the *Motion of the Debtors for Entry of Orders (I)(A) Approving Bid Procedures for the Sale of Substantially All of the Debtors’ Assets, (B) Authorizing the Debtors to Enter Into (I) Stalking Horse Asset Purchase Agreement and (II) Stalking Horse Agency Agreement and to Provide Bid Protections Thereunder, (C) Scheduling An Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of Assets Free and Clear of Liens, Claims, Interests, and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief*, Docket No. 108 (the “Motion”).

On December \_\_, 2025, the Court entered the *Order (I) Approving Bid Procedures and Bid Protections in Connection with Motion to Approve (A) Stalking Horse Asset Purchase Agreement and (B) Stalking Horse Agency Agreement; (II) Scheduling Bid Deadlines and the Auction, (III) Approving Form and Manner of Notice Thereof, and (IV) Granting Related Relief*, Docket No. [●] (the “Bid Procedures Order”), with respect to the procedures contemplated herein (the “Bid Procedures”). The Bid Procedures set forth the process by which the Debtors are authorized to solicit bids and conduct an auction (the “Auction”) to determine the Successful Bidder for the Aggregate Assets (as each term is defined below).

To effectuate the sale of the Aggregate Assets, the Debtors have submitted for approval that certain *Asset Purchase Agreement*, dated as of November 25, 2025 (the “Stalking Horse APA”) by and between the Debtors and ASI Purchaser LLC (and together with any applicable designee, the “Stalking Horse Buyer”) and SEI, Inc. as Guarantor, and the accompanying *Agency Agreement*, dated as of November 25, 2025 (the “Stalking Horse Agency Agreement”) by and

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.

between the Debtors and ASI Purchaser LLC (and/or its designee(s)) (the “Stalking Horse Agent”) and SEI, Inc. as Guarantor.<sup>2</sup> The Debtors’ assets subject to the transactions contemplated under the Stalking Horse Agency Agreement, pursuant to which the Stalking Horse Bidder will act as the Debtors’ agent for the purposes of liquidating their inventory, furniture, fixtures, and equipment at certain stores and distribution centers plus the assets to be sold to the Stalking Horse Bidder under the Stalking Horse APA, which include, *inter alia*, granting the Stalking Horse Bidder designation rights on substantially all of the Debtors’ leases and selling to the Stalking Horse Bidder certain of the Debtors’ assets, including the Debtors’ owned real estate assets, the Debtors’ intellectual property, and certain of the Debtors’ claims and causes of action and the other assets identified in the Stalking Horse APA, are collectively referred to as the “Aggregate Assets.”

The consummation any Sale Transaction by the Debtors shall be subject to competitive bidding as set forth in these Bid Procedures and approval of any Sale Transaction by the Court. The Debtors will consider bids for any or all of the Aggregate Assets in a single bid from a single bidder or in multiple bids from multiple bidders. Any bid for less than all of the Aggregate Assets, even if such bid is the highest or otherwise best bid for such Aggregate Assets, is subject to higher or otherwise better bids for packages of Aggregate Assets that may include such Aggregate Assets. Additionally, any bid on all of the Aggregate Assets is subject to bids on individual assets or packages of Aggregate Assets that are, in the aggregate, higher or otherwise better bids. The Debtors may determine in their discretion, following consultation with the Consultation Parties (defined below), whether to proceed with a Sale of any asset pursuant to these Bidding Procedures.

### **Marketing Process**

#### **Contact Parties.**

As part of the marketing process, the Debtors have and continue to assemble materials in order to streamline potential purchasers’ diligence requests, and develop a list of parties (each, a “Contact Party,” and collectively, the “Contact Parties”) who may be interested in, and who the Debtors reasonably believe have the financial resources to consummate, a transaction for the sale of some or all the Aggregate Assets (a “Transaction”). Parties interested in becoming Contact Parties should contact: Teresa C. Kohl (~~tkohl@ssgea.com~~), ([tkohl@sbgca.com](mailto:tkohl@sbgca.com)), Craig D. Warznak (~~cwarznak@ssgea.com~~), ([cwarznak@sbgca.com](mailto:cwarznak@sbgca.com)), and J. Scott Victor (~~jsvictor@ssgea.com~~), ([jsvictor@sbgca.com](mailto:jsvictor@sbgca.com)).

The Debtors may distribute (to the extent not already distributed) to each Contact Party and any other interested party or potential bidder materials consisting of: (a) a copy of the Bid Procedures, the Bid Procedures Order, and the Motion; (b) a form confidentiality agreement (a “Confidentiality Agreement”); and (c) such other materials as appropriate under the circumstances.

<sup>2</sup> The Stalking Horse Agent and the Stalking Horse Buyer are collectively referred to as the “Stalking Horse Bidder.” The Stalking Horse APA and the Stalking Horse Agency Agreement are collectively referred to as the “Stalking Horse Agreements.”

## Participation Requirements.

To receive due diligence information and to receive additional non-public information regarding the Debtors, a potential bidder must (x) not be in breach of any agreement with any Debtors and (y) deliver to each of: (a) proposed counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19899, Attn: Laura Davis Jones, Esq. (~~ljones@pszjlaw.com~~)([ljones@pszjlaw.com](mailto:ljones@pszjlaw.com)) and David M. Bertenthal, Esq. (~~dbertenthal@pszjlaw.com~~)([dbertenthal@pszjlaw.com](mailto:dbertenthal@pszjlaw.com)); (b) Chief Restructuring Officer of American Signature Inc., BRG, 225 Franklin Street, Suite 3200, Boston, MA 02110 Attn: Rudy Morando (~~rmorando@thinkbrg.com~~)([rmorando@thinkbrg.com](mailto:rmorando@thinkbrg.com)), Chris McAvinn (~~cmcavinn@thinkbrg.com~~)([cmcavinn@thinkbrg.com](mailto:cmcavinn@thinkbrg.com)), and Stephen Coulombe (~~scoulombe@thinkbrg.com~~)([scoulombe@thinkbrg.com](mailto:scoulombe@thinkbrg.com)); and (c) proposed investment bankers to Debtors, SSG Capital Advisors, LLC, 300 Barr Harbor Drive, Suite 420, West Conshohocken, PA 19428, Attn: Teresa C. Kohl (~~tkohl@ssgca.com~~)([tkohl@ssgca.com](mailto:tkohl@ssgca.com)), Craig D. Warznak (~~cwarznak@ssgca.com~~)([cwarznak@ssgca.com](mailto:cwarznak@ssgca.com)), and J. Scott Victor (~~jsvictor@ssgca.com~~)([jsvictor@ssgca.com](mailto:jsvictor@ssgca.com)) (collectively, the “Debtors’ Advisors”), the following documents (collectively, the “Preliminary Bid Documents”) on or prior to \_\_\_\_\_ at **4:00 p.m. (prevailing Eastern time)**, unless otherwise waived by the Debtors in their discretion: after consultation with the Consultation Parties (defined below):

- a. an executed Confidentiality Agreement on terms acceptable to the Debtors, to the extent not already executed, which Confidentiality Agreement shall, among other terms, contain customary provisions regarding: (i) the nondisclosure of confidential information, (ii) prohibitions on contacting third parties in connection with a Transaction, (iii) covenant to not solicit employees of the Debtors, (iv) prohibitions on purchasing or otherwise acquiring the Debtors’ debt and equity securities, and (v) the survival of certain provisions of the Confidentiality Agreement;
- b. evidence by the potential bidder of its sufficient financial capacity to close a proposed Transaction, which may include financial statements of, or verified financial commitments obtained by, the potential bidder (or, if the potential bidder is an entity formed for the purpose of acquiring the Aggregate Assets, the party that will bear liability for a breach), the adequacy of which will be assessed by the Debtors, with the assistance of the Debtors’ Advisors;
- c. written disclosure of any connections or agreements with the Debtors, the Stalking Horse Bidder, any other known potential bidder or Qualified Bidder (defined below), “insiders” of the Debtors (as that term is contemplated by section 101(31) of the Bankruptcy Code), and/or any manager or direct or indirect equity security holder of the Debtors; and
- d. identification of the potential bidder, its principals, and the representatives thereof who are authorized to appear and act on its behalf for all purposes regarding the contemplated Transaction.

Only those potential bidders that (a) are not in material breach of any contract with any Debtor (unless otherwise waived by the Debtors); and (b) have submitted acceptable Preliminary Bid Documents, as determined by the Debtors (an “Acceptable Bidder”), may submit Bids. The Debtors, in their business judgment and in consultation with the Debtors’ Advisors and the

Consultation Parties, will determine and notify each Potential Bidder whether such Potential Bidder has submitted adequate documents so that such Potential Bidder may proceed to conduct due diligence and submit a Bid (as defined below) (such Potential Bidder, an “Acceptable Bidder”). The Debtors shall promptly inform the Consultation Parties of any entity that becomes an Acceptable Bidder.

Beginning on or as soon as is reasonably practicable after the Debtors determine that a potential bidder is an Acceptable Bidder, the Debtors will provide such Acceptable Bidder with reasonable access to due diligence information, to the extent reasonably requested by such Acceptable Bidder. All due diligence requests must be directed to the Debtors’ proposed investment bankers, SSG Capital Advisors, LLC, Attn: Teresa C. Kohl (~~tkohl@ssgea.com~~);([tkohl@ssgca.com](mailto:tkohl@ssgca.com)), Craig D. Warznak (~~cwarznak@ssgea.com~~);([cwarznak@ssgca.com](mailto:cwarznak@ssgca.com)), and J. Scott Victor (~~jsvictor@ssgea.com~~);([jsvictor@ssgca.com](mailto:jsvictor@ssgca.com)).

To the extent reasonably practicable, the Debtors will also facilitate meetings between any interested Acceptable Bidder and the Debtors’ management team, which meetings will proceed in a manner determined by the Debtors, in their discretion. The due diligence period will end on the Bid Deadline, as defined below, and, after the Bid Deadline, the Debtors will have no obligation to furnish any due diligence information.

Neither the Debtors nor any of their representatives shall be obligated to furnish any information of any kind whatsoever related to the Aggregate Assets (i) to any person or entity who (a) is not an Acceptable Bidder; (b) does not comply with the participation requirements set forth above; and (ii) to the extent not permitted by law.

The Debtors and the Debtors’ Advisors will coordinate all reasonable requests from Acceptable Bidders for additional information and due diligence access; *provided* that the Debtors may decline to provide such information to Acceptable Bidders who, at such time and in the Debtors’ business judgment, have not established, or who have raised doubt, that such Acceptable Bidder intends in good faith to, or has the capacity to, consummate a Transaction. No potential bidder, Acceptable Bidder, or Qualified Bidder shall communicate with any of the Debtors’ employees, landlords, vendors, or other potential bidder, Acceptable Bidder, or Qualified Bidder with respect to any bid or potential Transaction absent the prior written consent of the Debtors; *provided* that, if such consent is given, a representative of the Debtors shall be present for or party to any such communications (unless otherwise agreed by the Debtors in their sole discretion).

For any Acceptable Bidder who is a competitor of the Debtors or is affiliated with any competitor of the Debtors, the Debtors reserve the right to withhold, redact, code, or delay providing any diligence materials that the Debtors determine are business-sensitive or otherwise inappropriate for disclosure to such Bidder at such time.

Each Acceptable Bidder shall comply with all reasonable requests for additional information and due diligence access by the Debtors or the Debtors’ Advisors regarding such Acceptable Bidder and its contemplated Transaction.

### **Expense Reimbursement and The Augment Purchase Amounts**

To provide the Stalking Horse Bidder with an incentive to participate in a competitive process and to compensate the Stalking Horse Bidder for (i) performing substantial due diligence and incurring the expenses related thereto and (ii) entering into the Stalking Horse Agreements with the knowledge and risk that arises from participating in the sale and subsequent bidding process, the Debtors have agreed, and the Court has approved in the Bid Procedures Order, that the Stalking Horse Bidder is entitled from the proceeds of a Subsequent Transaction<sup>3</sup> consummated pursuant to a Successful Bid (defined below) with the Successful Bidder (defined below) subject to the terms of the Stalking Horse Agreements and pursuant to the terms thereof, to: (A) the Expense Reimbursement (the “Expense Reimbursement”) subject to a cap of \$1.5 million and (B) the Augment Purchase.<sup>4</sup> As set forth below, payment of the Expense Reimbursement and the Augment Purchase (to the extent payable under the Stalking Horse Agreements and Bid Procedures Order) shall be a component of any Qualified Bid submitted by a Qualified Bidder (other than the Stalking Horse Bidder). The Expense Reimbursement and the Augment Purchase shall be payable as provided for pursuant to the terms of the Bid Procedures Order, the Approval Order (as defined in the Bid Procedures Order), the Stalking Horse Agreements, and the Interim DIP Order.

### **Auction Process**

#### **I. Bid Deadline.**

An Acceptable Bidder that desires to make a proposal, solicitation, or offer (each, a “Bid”) shall transmit such proposal, solicitation, or offer via email (in pdf or similar format) to be **actually received** on or before \_\_\_\_\_, by **4:00 p.m. (prevailing Eastern Time)** (the “Bid Deadline”) by:

- a. BRG, 225 Franklin Street, Suite 3200, Boston, MA 02110 Attn: Rudy Morando

<sup>3</sup> As defined in the Stalking Horse APA.

<sup>4</sup> Section 8.2(a)(iii) of the Stalking Horse APA provides that in addition to any payments that may be due pursuant to Section 8.2(a)(i), if the Stalking Horse APA is terminated pursuant to Section 12.1, other than termination pursuant to Section 12.1(c)(i) or Sections 12.1(d), the Sellers shall purchase from Buyer, at cost, all Additional Agent Goods (as defined in the Agency Agreement) acquired by Buyer or any designee in connection with the Stalking Horse APA and the Agency Agreement prior to the date of such termination (the “Augment Purchase”). subject to the cap set forth in the immediately following sentence. Notwithstanding the foregoing, however, in no event shall the aggregate cost of Additional Agent Goods to be purchased pursuant to the Augment Purchase exceed \$5,000,000. “Additional Agent Goods” refers to the Stalking Horse Agent’s right to purchase additional Merchandise in the Sale (as those terms are defined in the Stalking Horse Agency Agreement) procured by the Stalking Horse Agent which are of like kind, and no lesser quality to the Merchandise in the Sale. The Additional Agent Goods shall be purchased by the Stalking Horse Agent at the Stalking Horse Agent’s sole expense, to the extent provided in section 8.9 of the Stalking Horse Agency Agreement. Section 8.2(a)(iii) of the Stalking Horse APA also provides that Augment Purchase shall be made on the third Business Day following the consummation of a Subsequent Transaction solely out of and to the extent of the proceeds of the purchase price received by the Debtors from such Subsequent Transaction, in the manner provided in the Stalking Horse APA. The purchaser under any Subsequent Transaction shall have the right to assert that any Additional Agent Goods proposed to be included in the Augment Purchase are not of like kind to, or are of lesser quality than, the Merchandise (as defined in the Agency Agreement) and its sole recourse on account thereof shall be to exclude such Additional Agent Goods from the Augment Purchase. For the avoidance of doubt, resolution of a dispute as to the quality of the Additional Agent Goods cannot be a condition of closing or basis of delay therefor.

~~(rmorando@thinkbrg.com),~~ ~~Chris~~ ~~McAvinn~~  
~~(cmcavinn@thinkbrg.com),~~ ~~(rmorando@thinkbrg.com),~~ ~~Chris~~ ~~McAvinn~~  
~~(cmcavinn@thinkbrg.com),~~ and Stephen Coulombe ([scoulombe@thinkbrg.com](mailto:scoulombe@thinkbrg.com));

- b. SSG Capital Advisors, LLC, 300 Barr Harbor Drive, Suite 420, West Conshohocken, PA 19428, Attn: Teresa C. Kohl (~~(tkohl@ssgea.com)~~), ([tkohl@ssgca.com](mailto:tkohl@ssgca.com)), Craig D. Warznak (~~(cwarznak@ssgea.com)~~), ([cwarznak@ssgca.com](mailto:cwarznak@ssgca.com)), and J. Scott Victor (~~(jsvictor@ssgea.com)~~), ([jsvictor@ssgca.com](mailto:jsvictor@ssgca.com)); and
- c. Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19801, Attn: Laura Davis Jones, Esq. (~~(ljones@pszjlaw.com)~~), ([ljones@pszjlaw.com](mailto:ljones@pszjlaw.com)) and David M. Bertenthal, Esq. (~~(dbertenthal@pszjlaw.com)~~), ([dbertenthal@pszjlaw.com](mailto:dbertenthal@pszjlaw.com)).

The Debtors shall promptly provide the Consultation Parties with copies of all Bids received by the Debtors as soon as reasonably practicable following receipt thereof.

## II. Bid Requirements.

Each Bid submitted by an Acceptable Bidder must be submitted in writing and satisfy the following requirements (collectively, the “Bid Requirements,” ~~unless otherwise modified by the Debtors, in their discretion.~~; the Debtors, in their business judgment after consultation with the Consultation Parties, may choose to waive any of the requirements set forth in this Section II for any Potential Bidder (other than the requirement to include sufficient cash to fund the Expense Reimbursement and the Augment Purchase upon closing)):

- a. Bid Deadline. A Bid must be received no later than the Bid Deadline, unless otherwise extended by the Debtors in their sole discretion after consultation with the Consultation Parties;
- b. Marked Agreement. A Bid should include an executed asset purchase agreement, together with all exhibits and schedules (a “Competing APA”) and, or to the extent applicable ~~to the Bid~~, a competing agency agreement, together with all exhibits and schedules (the “Competing Agency Agreement” and or together with the Competing APA (the “Transaction Documents”), pursuant to which the Acceptable Bidder proposes to effectuate the contemplated transaction, which Competing APA and Competing Agency Agreement (to the extent applicable) should be similar in form and substance to the Stalking Horse APA and the Stalking Horse Agency Agreement, respectively, and be marked to reflect the differences between the Stalking Horse Agreements and the respective Transaction Documents, including, without limitation, specification of the proposed purchase price, any assumed liabilities, and any changes to any exhibits or schedules to any of the Stalking Horse Agreements. A Bid must identify with particularity each and every condition to closing and all executory contracts and unexpired leases to be assumed and assigned pursuant to the Transaction Documents. The Transaction Documents must include a commitment to close by no later than the closing date provided in the Stalking

Horse Agreements. ~~A Bid should propose a contemplated transaction involving all or substantially all of the Aggregate Assets; provided, however, that (i) the Debtors may consider proposals for less than substantially all the Aggregate Assets, and (ii) the Debtors will evaluate all Bids, in their sole~~ The Debtors will evaluate all Bids, in their discretion, subject to prior consultation with the Consultation Parties, to determine whether such Bid or combination of Bids maximizes the value of the Debtors' estates as a whole in light of any factors regarding such bid which the Debtors determine are appropriate to be considered in evaluating Bids.

- c. Purpose. Each Acceptable Bidder must state that the Bid includes an offer by the Acceptable Bidder to purchase some or all of the Aggregate Assets and state which Aggregate Assets with reasonable specificity. Each Acceptable Bid must clearly identify the following: (i) contracts to be assumed, including cure amounts to be paid, if any, and parties responsible for payment thereof; (ii) the liabilities, if any, to be assumed; (iii) leases of equipment or stores to be assumed, including cure amounts to be paid, if any, and parties responsible for payment thereof; and (iv) which employees or groups thereof will be offered employment.
- d. Purchase Price. The consideration proposed by a Bid may include cash and/or other consideration acceptable to the Debtors in an amount of no less than the sum of (i) the Purchase Price (as defined in the Stalking Horse Agreements and subject to all the contingencies therein) plus (ii) the Expense Reimbursement and the Augment Purchase<sup>5</sup> plus (iii) \$250,000 *provided that* the Bid must include sufficient cash to pay all DIP Obligations and Prepetition ABL Obligations (as defined in the DIP Order) in full upon closing unless otherwise agreed to by the DIP Agent and the Prepetition ABL Agent, in addition to the Expense Reimbursement and the Augment Purchase.
- e. Forms of Consideration. Each Bid must (a) indicate (x) whether it is an all-cash offer (including confirmation that the cash component of the Bid is based in U.S. Dollars) or consists of certain non-cash components, such as a credit bid and/or the assumption of liabilities; and (y) the liabilities to be assumed, if applicable; and (b) provide sufficient cash consideration specifically designated for the payment of the Expense Reimbursement and the Augment Purchase. The Debtors may request that any Bid include the allocation of the Purchase Price among the Aggregate Assets to be purchased.
- f. Deposit. Each Bid must be accompanied by a cash deposit in the amount equal to 10% of the aggregate value of the cash and non-cash consideration (with the deposit amount for the non-cash consideration determined by the Debtors in their discretion after consultation with the Consultation Parties) of the Bid to be held in an escrow account to be identified and established by the Debtors (the "Deposit"); *provided*

<sup>5</sup> On or prior to December 25, 2025, the Stalking Horse Bidder will notify the Debtors of the amount of the Augment Purchase as of such date, and will also notify the Debtors of any additional Augment Purchases incurred after December 25, 2025, through January 2, 2026. The Debtors will notify bidders and the DIP Agent of the amounts of Augment Purchases that has been provided them by the Stalking Horse Bidder.

that that the Debtors reserve the right to increase the amount of the Deposit in their discretion, including, without limitation, the right to request an additional Deposit in the event an Acceptable Bidder increases the amount of its Bid.

- g. Irrevocable. All Bids must be irrevocable until the Debtors' selection of the Successful Bid and Backup Bid; *provided however*, that the Bids selected as either the Successful Bid or the Backup Bid (defined below) must be irrevocable and remain open for acceptance by the Debtors until the earlier of (i) such time that the Transaction is consummated and (ii) 30 days from entry of the Approval Order, subject to the terms of such Successful Bidder's or Backup Bidder's Transaction Documents; *provided however*, the Stalking Horse Bidder shall not be selected as the Backup Bidder.
- h. Committed Financing. To the extent that a Bid is not accompanied by evidence of the Acceptable Bidder's capacity to consummate the Transaction set forth in its Bid with cash on hand, each Bid must include committed financing documented to the Debtors' satisfaction, that demonstrates that the Acceptable Bidder has received sufficient debt and/or equity funding commitments to satisfy the Acceptable Bidder's purchase price and other obligations under its Bid. Such funding commitments or other financing must be unconditional and must not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals, and shall have covenants and conditions acceptable to the Debtors.
- i. Unconditional Offer / Contingencies. A statement that the Bid is formal, binding, and unconditional and is not subject to any further due diligence or financing contingency and is irrevocable until the Debtors notify the Acceptable Bidder that such Bid is not a Successful Bid or a Backup Bid.
- j. Non-Reliance. A Bid must include a written acknowledgement and representation of the Acceptable Bidder that it has had an opportunity to conduct any and all due diligence regarding the Aggregate Assets and Assumed Liabilities (as defined in the Stalking Horse Agreements) prior to making its Bid, that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Aggregate Assets in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guaranties, express, implied, statutory or otherwise, regarding the Aggregate Assets, the financial performance of the Aggregate Assets or the physical condition of the Aggregate Assets, the Assumed Liabilities, or the completeness of any information provided in connection therewith or the Auction.
- k. Identity. Each Bid must fully disclose the identity of each entity that will be bidding or otherwise participating in connection with such Bid (including each equity holder or other financial backer of the Acceptable Bidder, including if such Acceptable Bidder is an entity formed for the purpose of consummating the proposed Transaction contemplated by such Bid), and the complete terms of any such participation. Under no circumstances shall any undisclosed principals, equity holders, or financial backers be associated with any Bid. Each Bid must also include

contact information for the specific person(s), counsel and other advisors whom the Debtors' Advisors should contact regarding such Bid. Nothing herein shall preclude multiple Acceptable Bidders from submitting a joint Bid, subject to the Debtors' prior written consent to such submission and the disclosure requirements set forth herein.

- l. Adequate Assurance. Each Bid must contain evidence acceptable to the Debtors in their discretion that the Acceptable Bidder has the ability to perform thereunder and otherwise complies with the requirements of adequate assurance of future performance under section 365(b)(1) and 365(b)(3) of the Bankruptcy Code. Such evidence may include audited and unaudited financial statements, tax returns, bank account statements, a description of the proposed business to be conducted at the premises and/or any other documentation that the Debtors further request.
- m. Authorization. Each Bid must contain evidence that the Acceptable Bidder has obtained authorization or approval from its board of directors (or a comparable governing body acceptable to the Debtors) with respect to the submission of its Bid and the closing of the Transaction contemplated in such Bid.
- n. No Fees Payable to Qualified Bidder. Except with respect to the Expense Reimbursement and the Augment Purchase payable to the Stalking Horse Bidder in accordance with the Stalking Horse Agreements, a Bid may not request or entitle the Bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment. Moreover, by submitting a Bid, a Bidder shall be deemed to waive the right to pursue any break-up fee, termination fee, expense reimbursement or similar type of payment, or substantial contribution claim under section 503 of the Bankruptcy Code related in any way to the submission of its Bid or the Bid Procedures.

By submitting its Bid, each Bidder is agreeing, and shall be deemed to have agreed, to abide by and honor the terms of the Bid Procedures and to refrain from submitting a Bid or seeking to reopen the Auction after conclusion of the Auction. **The submission of a Bid shall constitute a binding and irrevocable offer to purchase the Aggregate Assets as reflected in such Bid.**

### **Designation of Qualified Bidders.**

A Bid will be considered a "Qualified Bid," and each Acceptable Bidder that submits a Qualified Bid will be considered a "Qualified Bidder," if the Debtors determine, ~~in their discretion~~, subject to prior consultation with the Consultation Parties, that such Bid:

- a. satisfies the Bid Requirements set forth above; and
- b. is reasonably likely (based on availability of financing, antitrust, or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Successful Bid (as defined below), within a time frame acceptable to the Debtors.

The Debtors will notify each Qualified Bidder whether such party is a Qualified Bidder and shall provide the Notice Parties ~~(defined below)~~ with a copy of each Qualified Bid that has been submitted to the Debtors to the extent not previously provided.

If any Bid is determined by the Debtors, in consultation with the Consultation Parties, not to be a Qualified Bid, the Debtors will refund such Acceptable Bidder's Deposit on the date that is three (3) Business Days after the Bid Deadline, or as soon as is reasonably practicable thereafter. The Debtors reserve the right to work with any Acceptable Bidder in advance of the Auction to cure any deficiencies in a Bid that is not initially deemed a Qualified Bid and to determine at any time prior to the start of the Auction that such Bid, as modified, is a Qualified Bid.

Between the date that the Debtors notify an Acceptable Bidder that it is a Qualified Bidder and the Auction, the Debtors, in consultation with the Consultation Parties, may discuss, negotiate, or seek clarification of any Qualified Bid from a Qualified Bidder. Without the prior written consent of the Debtors, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the Acceptable Bidder's purchase price, or otherwise improve the terms of, the Qualified Bid, during the period that such Qualified Bid remains binding as specified in these Bid Procedures; *provided* that any Qualified Bid may be improved at the Auction as set forth herein; *provided, further*, that the Stalking Horse Bid may be modified and/or amended pursuant to its terms. Any improved Qualified Bid must continue to comply in all respects with the requirements for Qualified Bids set forth in these Bid Procedures.

Notwithstanding anything herein to the contrary, the Debtors reserve the right, (a) to work with potential bidders and Acceptable Bidders to aggregate two or more Bids into a single consolidated Bid prior to the Bid Deadline or (b) to work with Qualified Bidders to aggregate two or more Qualified Bids into a single Qualifying Bid prior to the conclusion of the Auction. No bidders, Acceptable Bidders, or Qualified Bidders may aggregate any Bids without the Debtors' prior consent.

Notwithstanding anything herein to the contrary, the Stalking Horse Agreements submitted by the Stalking Horse Bidder is a Qualified Bid, and the Stalking Horse Bidder is a Qualified Bidder.

#### **Auction.**

If the Debtors, in consultation with the Consultation Parties, determine that they have received no Qualified ~~Bid~~ (Bids) other than the Stalking Horse Bid ~~is received by the Bid Deadline~~, the Stalking Horse Bidder shall be deemed the Successful Bidder; *provided however*, the Debtors may, in ~~their discretion~~ consultation with the Consultation Parties, open the Auction solely for the purpose of reflecting on the record that no other Qualified Bids were received other than the Stalking Horse Bid. If the Debtors make such a determination, the Debtors shall file a notice with the Court within one (1) business day of making such determination

If the Debtors receive more than one Qualified Bid for the Aggregate Assets (other than the Stalking Horse Bid), the Debtors will conduct the Auction to determine both the Successful Bidder and the Backup Bidder with respect to such Aggregate Assets. The Auction shall take place on \_\_\_\_\_, at \_\_:00 \_\_.m. (prevailing Eastern Time), at the offices of Pachulski

Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE. 19801 (or by video conference to the live proceeding at this location), or such later date and time as selected by the Debtors (following consultation with the Consultation Parties); *provided that* such modification shall be subject to the Sale Milestones (as defined in the DIP Order).

No later than the day before the Auction, the Debtors will notify all Qualified Bidders of the highest or otherwise best Qualified Bid, or, if multiple bids are received in respect of non-overlapping Aggregate Assets, the highest or best Qualified Bid(s) received in relation to each group of Aggregate Assets, in each case as determined in the Debtors' business judgment and in consultation with the Consultation Parties (each such bid, a "Baseline Bid"), and provide copies of the documents supporting the Baseline Bid(s) to all Qualified Bidders and the Consultation Parties. The determination of which Qualified Bid(s) constitutes the Baseline Bid(s) and which Qualified Bid(s) constitutes the Successful Bid(s) shall take into account any factors the Debtors, in consultation of the Consultation Parties, reasonably deem relevant to the value of the Qualified Bid(s) to the Debtors' estates, which may include, among other things: (a) the type and amount of Aggregate Assets sought to be purchased in the Bid; (b) the amount and nature of the total consideration; (c) the likelihood of the Qualified Bidder's ability to close a transaction and the timing thereof; (d) the net economic effect of any changes to the value to be received by the Debtors' estates from the transaction contemplated by the Baseline Bid; (e) the tax consequences of such Qualified Bid; (f) the assumption of obligations, including contracts and leases; (g) the cure amounts to be paid; and (h) the impact on employees, including the number of employees proposed to be transferred and employee-related obligations to be assumed (collectively, the "Bid Assessment Criteria").

The Auction shall be conducted pursuant to the following procedures:

a. The Debtors Shall Conduct the Auction

The Debtors and the Debtors' ~~Professionals~~ Advisors shall direct and preside over the Auction and shall consult with the Consultation Parties throughout the Auction process as provided herein. At the start of the Auction, the Debtors shall describe the terms of the Baseline Bid(s). All incremental Bids made thereafter shall be Overbids (as defined herein) and shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders and the Consultation Parties. The Debtors shall maintain a written transcript of all Bids made and announced at the Auction, including the Baseline Bid(s), all Overbids, the Successful Bid(s), and any Backup Bid(s).

Only (i) Qualified Bidders and each of their respective legal and financial advisors, (ii) the Consultation Parties and each of their respective legal and financial advisors, and (iii) the Committee's counsel and financial advisors, shall be entitled to attend the Auction, and the Qualified Bidders shall appear at the Auction in person (live or on video conference) and may speak or bid themselves or through duly authorized representatives; however, any creditor who wishes to physically attend the Auction (other than (i) the parties set forth in above, and (ii) such other parties the Debtors deem appropriate), shall provide at least two (2) business days' notice of such attendance prior to the Auction by sending an email to proposed counsel to the Debtors as identified in Section I, above. Only Qualified Bidders shall be entitled to make any subsequent bids at the Auction.

b. Terms of Overbids

“Overbid” means any bid made at the Auction by a Qualified Bidder subsequent to the Debtors’ announcement of the Baseline Bid. Each Overbid must comply with the following conditions:

- (i) Minimum Overbid Increment. Any Overbid to the initial Baseline Bid at the start of the Auction shall be in increments of no less than a value equal to \$100,000 unless otherwise determined by the Debtors in an exercise of their business judgment and in consultation with the Consultation Parties; *provided, however*, that to the extent that the Baseline Bid constitutes the Stalking Horse Bid, the bidding for such Aggregate Assets at the first round of bidding will start at an amount equal to the sum of: (i) the value of the Baseline Bid, and (ii) the amount of the Expense Reimbursement and the Augment Purchase, and (iii) \$250,000. The Debtors may, in their business judgment and in consultation with the Consultation Parties, announce increases or reductions to the applicable minimum Overbid increment at any time during the Auction.
- (ii) Conclusion of Each Overbid Round. Upon the solicitation of each round of Overbids, the Debtors may announce a deadline (as the Debtors may, in their business judgment in consultation with the Consultation Parties, extend from time to time, the “Overbid Round Deadline”) by which time any Overbids must be submitted to the Debtors.
- (iii) Overbid Alterations. An Overbid may contain alterations, modifications, additions, or deletions of any terms of the Bid no less favorable to the Debtors’ estates than any prior Qualified Bid or Overbid, as determined in the Debtors’ business judgment and in consultation with the Consultation Parties, but shall otherwise comply with the terms of these Bid Procedures.
- (iv) No Round-Skipping. Round-skipping, as described herein, is explicitly prohibited. To remain eligible to participate in the Auction, in each round of bidding, (i) each Qualified Bidder must submit a Bid in such round of bidding that is a higher or otherwise better offer than the immediately preceding Bid submitted by a Qualified Bidder in such round of bidding and (ii) to the extent a Qualified Bidder fails to bid in such round of bidding or to submit a Bid in such round of bidding that is a higher or otherwise better offer than the immediately preceding Bid submitted by a Qualified Bidder in such round of bidding, as determined by the Debtors in their reasonable business judgment, such Qualified Bidder shall be disqualified from continuing to participate in the Auction for the Aggregate Assets.
- (v) Announcing Highest Bid. With respect to the Auction, the Debtors shall, subsequent to each Overbid Round Deadline, announce whether the Debtors in consultation with the Consultation Parties have identified (a) in the initial Overbid round, an Overbid as being higher or otherwise better than the

Baseline Bid in respect of the Aggregate Assets that are the subject of the Auction or (b) in subsequent rounds, an Overbid as being higher or otherwise better than the Overbid previously designated by the Debtors as the prevailing highest or otherwise best Bid (the “Prevailing Highest Bid”). The Debtors shall describe to all Qualified Bidders the material terms of any new Overbid designated by the Debtors as the Prevailing Highest Bid as well as the value attributable by the Debtors to such Prevailing Highest Bid based on, among other things, the Bid Assessment Criteria.

c. Consideration of Overbids

For the purpose of evaluating the value of the consideration provided by any Bid subsequent to the Baseline Bid, the Debtors will at each round of bidding, give effect to the Expense Reimbursement and the Augment Purchase payable pursuant to the terms of the Stalking Horse Agreements.

The Debtors reserve the right, in their business judgment and in consultation with the Consultation Parties, to adjourn the Auction one or more times, to, among other things, (i) facilitate discussions between the Debtors and Qualified Bidders, (ii) allow Qualified Bidders to consider how they wish to proceed, and (iii) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their business judgment and in consultation with the Consultation Parties, may require that the Qualified Bidder has sufficient internal approvals and resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed Transaction at the prevailing Overbid amount.

d. Closing the Auction

The Auction shall continue until there is only one Qualified Bid that the Debtors determine, in their discretion following consultation with the Consultation Parties, to be the highest or otherwise best Qualified Bid for the Aggregate Assets. Such Qualified Bid shall be declared the “Successful Bid,” and such Qualified Bidder, the “Successful Bidder,” at which point the Auction will be closed. The Auction shall not close unless and until all Qualified Bidders have been given a reasonable opportunity to submit an Overbid at the Auction to the then Prevailing Highest Bid. Such acceptance by the Debtors of such Successful Bid is conditioned upon approval by the Court of such Successful Bid. For the avoidance of doubt, nothing in these Bid Procedures shall prevent the Debtors from exercising their fiduciary duties under applicable law. As soon as reasonably practicable after closing the Auction, the Debtors shall finalize definitive documentation to implement the terms of the Successful Bid, and, as applicable, cause such definitive documentation to be filed with the Court.

e. No Collusion; Good Faith *Bona Fide* Offer

Each Qualified Bidder participating at the Auction will be required to confirm on the record at the Auction that (i) it has not engaged in any collusion, within the meaning of section 363(n) of the Bankruptcy Code with respect to any bids submitted or not submitted in connection with the sale of any of the Aggregate Assets, and (ii) its Qualified Bid is a good faith *bona fide* offer and it intends to consummate the proposed Transaction if selected as the Successful Bidder.

**Backup Bidder.**

- a. Notwithstanding anything in these Bid Procedures to the contrary, if the Auction is conducted, the Qualified Bidder with the next-highest or otherwise second-best Qualified Bid at the conclusion of the Auction for the Aggregate Assets or any sub-group thereof, as determined by the Debtors in the exercise of their business judgment, shall be required to serve as a backup bidder (the “Backup Bidder”) with respect to the Aggregate Assets until the earlier of (i) such time that the Transaction is consummated and (ii) 30 days from entry of the Approval Order, subject to the terms of such Backup Bidder’s Transaction Documents.
- b. The Stalking Horse Bidder shall not serve as the Backup Bidder (whether in respect of the Stalking Horse Bid or any Overbid it may submit at the Auction). Each Qualified Bidder (other than the Stalking Horse Bidder) shall agree and be deemed to agree to be a Backup Bidder if so designated by the Debtors, subject to the terms of such Backup Bidder’s Transaction Documents.
- c. The identity of ~~a~~the Backup Bidder and the amount and material terms of the Qualified Bid of such Backup Bidder shall be announced by the Debtors, at the conclusion of the Auction at the same time the Debtors announce the identity of the Successful Bidder related thereto. Such Backup Bidder shall be required to keep its Qualified Bid (or if the Backup Bidder submits one or more Overbids at the Auction, its final Overbid) open and irrevocable until the earlier of (i) the closing of the Approved Transaction (defined below) and (ii) 30 days from entry of the Approval Order. Each Backup Bidder’s Deposit shall be held in escrow (which may be held in escrow by Pachulski Stang Ziehl & Jones LLP) until the earlier of (i) three (3) Business Days after the closing of the Approved Transaction or (ii) 30 days from entry of the Approval Order, subject to the terms of such Backup Bidder’s Transaction Documents.
- d. If a Successful Bidder fails to consummate the Approved Transaction contemplated by its Successful Bid, the Debtors may select the Backup Bidder with respect to the Aggregate Assets or sub-group of the Debtors’ assets or business as the Successful Bidder, and such Backup Bidder shall be deemed a Successful Bidder for all purposes. The Debtors will be authorized, but not required, to consummate all transactions contemplated by the Bid of such Backup Bidder without further order of the Court or notice to any party—subject only to the rights of any landlord who objected at the Sale Hearing to the adequate assurance of future performance with respect to the Backup Bidder. For such landlords, the Debtors shall serve notice of their intent to close with the Backup Bidder to such objecting landlords whose lease(s) are proposed to be assumed and assigned at closing and provide three (3) days’ notice to object to adequate assurance of future performance of the Backup Bidder, with a hearing on such objection to be set on an expedited basis. In such case, the defaulting Successful Bidder’s Deposit shall be forfeited to the Debtors, and the Debtors specifically reserve the right to seek all available remedies against the defaulting Successful Bidder, including with respect to specific performance.

## Notice and Consultation Parties.

Information that is provided to the “Notice Parties” under these Bid Procedures must be provided to the following parties: (a) counsel to the DIP Agent and Prepetition ABL Agent, (i) Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola, Esq. (~~jventola@choate.com~~); ([jventola@choate.com](mailto:jventola@choate.com)), Jonathan D. Marshall, Esq. (~~jmarshall@choate.com~~); ([jmarshall@choate.com](mailto:jmarshall@choate.com)), and Lucas B. Barrett, Esq. (~~lbarrett@choate.com~~); ([lbarrett@choate.com](mailto:lbarrett@choate.com)), and (ii) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801, Attn: Daniel J. DeFranceschi, Esq. (~~defranceschi@RLF.com~~); ([defranceschi@RLF.com](mailto:defranceschi@RLF.com)), John H. Knight, Esq. (~~Knight@RLF.com~~); ([Knight@RLF.com](mailto:Knight@RLF.com)), Matthew P. Milana, Esq. (~~Milana@RLF.com~~); ([Milana@RLF.com](mailto:Milana@RLF.com)); (b) counsel to the Prepetition Term Agent (i) Goldberg Kohn, 55 East Monroe Street, Chicago, Ill 60603-5792, Attn: Randall Klein, Esq. (~~randall.klein@goldbergkohn.com~~) and Zachary Garrett, Esq. (~~zachary.garrett@goldbergkohn.com~~) ([randall.klein@goldbergkohn.com](mailto:randall.klein@goldbergkohn.com)) and ([Zachary Garrett, Esq. \(zachary.garrett@goldbergkohn.com\)](mailto:zachary.garrett@goldbergkohn.com)) and (ii) Blank Rome LLP, 1201 N. Market Street, Suite 800, Wilmington, DE 19801, Attn: Stanley B. Tarr, Esq. (~~stanley.tarr@blankrome.com~~); ([stanley.tarr@blankrome.com](mailto:stanley.tarr@blankrome.com)); (c) counsel to the Stalking Horse Bidder, (i) Wachtell, Lipton, Rosen & Katz, 51 West 52<sup>nd</sup> Street, New York, NY 10019, Attn: Scott Charles, Esq. (~~SKCharles@wlrk.com~~) ([SKCharles@wlrk.com](mailto:SKCharles@wlrk.com)) and Neil M. Snyder, Esq. (~~NMSnyder@wlrk.com~~) ([NMSnyder@wlrk.com](mailto:NMSnyder@wlrk.com)) and (ii) Morris Nichols Arsht & Tunnell, 1201 North Market Street, 16<sup>th</sup> Floor, P.O. Box 1347, Wilmington DE 19899-1347, Attn: Derek C. Abbott (~~dabbott@morrisnichols.com~~); ([dabbott@morrisnichols.com](mailto:dabbott@morrisnichols.com)); (c) proposed counsel to the Official Committee of Unsecured Creditors (the “Committee”), ~~\_\_\_\_\_~~; ([i Kelley Drye & Warren LLP, 3 World Trade, 175 Greenwich Street, New York, NY 10007 Attn: Eric R. Wilson \(ewilson@kelleydrye.com\), Jason R. Adams \(jadams@kelleydrye.com\), and Maeghan J. McLoughlin \(mmcloughlin@kelleydrye.com\)](mailto:KelleyDryeWarrenLLP@kelleydrye.com)), and (ii) Cole Schotz, 500 Delaware Avenue, Suite 600, Wilmington, DE 19801, Attn: Justin Alberto ([jalberto@coleschotz.com](mailto:jalberto@coleschotz.com)), Seth Van Aalten ([svanaalten@coleschotz.com](mailto:svanaalten@coleschotz.com)) and Sarah Carnes ([scarnes@coleschotz.com](mailto:scarnes@coleschotz.com)); and (d) the Office of the U.S. Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 Attn: Malcolm M. Bates, Esq. ([malcolm.m.bates@usdoj.gov](mailto:malcolm.m.bates@usdoj.gov)).

The term “Consultation Parties” shall mean: (a) the DIP Agent and the Prepetition ABL Agent; ~~and (b) the Committee~~, provided that neither the DIP Agent nor the Prepetition ABL Agent shall be a Consultation Party if any party that either (i) submits a the Stalking Horse Bidder has not been withdrawn its Stalking Horse Bid to purchase the Aggregate Assets, or (ii) the DIP Agent or the Prepetition ABL Agent submits a credit bid for any of the Aggregate Assets, they shall no longer be a Consultation Party so long as; and (b) the Committee. Materials and information provided by the Debtors or their advisors to the advisors to any Consultation Party may be shared with such party’s Consultation Party, subject in all respects to these Bid remains open Procedures, the Bid Procedures Order, and the respective Confidentiality Agreement entered into by and among or otherwise agreed to between each such Consultation Party and the Debtors. Consulting shall mean consultation in good faith.

**“As Is, Where Is.”**

Except as otherwise provided in the Stalking Horse Agreements, consummation of any Transaction will be on an “as is, where is” basis and without representations or warranties of any kind, nature, or description by the Debtors or their estates, except as specifically accepted or agreed to by the Debtors in the Transaction Documents. Except as specifically accepted or agreed to by the Debtors, all of the Debtors’ right, title, and interest in and to the respective Aggregate Assets will be transferred, free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests in accordance with sections 363(f) of the Bankruptcy Code.

By submitting a Bid, each Acceptable Bidder will be deemed to acknowledge and represent that it (a) has had an opportunity to conduct adequate due diligence regarding the Aggregate Assets prior to making its Bid, (b) has relied solely on its own independent review, investigation, and inspection of any document including, without limitation, executory contracts and unexpired leases, in making its Bid, and (c) did not rely on or receive from any party any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, with respect to the Aggregate Assets or the completeness of any information provided in connection with the Transaction or the Auction.

**Reservation of Rights.**

The Debtors reserve their rights, subject to prior consultation with the Consultation Parties, to modify these Bid Procedures in their business judgment in any manner that will best promote the goals of these Bid Procedures or impose at or prior to the Auction, additional customary terms and conditions on a Transaction, ~~including with respect to~~, without limitation: (a) extending the deadlines set forth in these Bid Procedures; (b) adjourning the Auction at the Auction; (c) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction; (d) canceling the Auction; and (e) rejecting any or all Bids or Qualified Bids (other than the Stalking Horse Bid).

**Consent to Jurisdiction.**

All Qualified Bidders at the Auction shall be deemed to have consented to the exclusive jurisdiction of the Court and waived any right to a jury trial in connection with any disputes relating to the Auction, the construction and enforcement of these Bid Procedures.

**Sale Hearing.**

A hearing to consider approval of the sale of the Aggregate Assets (the “Sale Hearing”), pursuant to which the Debtors and the Successful Bidder will consummate the Transaction (the “Approved Transaction”), will be held on \_\_\_\_\_ at \_\_:00 p.m. (prevailing Eastern Time) before The Honorable J. Kate Stickles, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 N. Market Street, 5th Floor, Courtroom No. 6, Wilmington, Delaware 19801.

**The Sale Hearing may be continued to a later date by the Debtors by sending notice prior to the Sale Hearing or making an announcement at the Sale Hearing, ~~and by filing a~~**

notice with the Court (the “Adjournment Notice”). No further notice of any such continuance will be required to be provided to any party.

### Objection Deadline.

Sale Objection Deadline. Objections to (i) the sale of the Aggregate Assets; or (ii) the assumption and assignment of Potential Assigned Agreements (each such objection, a “Sale Objection”) must: (i) be in writing; (ii) state, with specificity, the legal and factual bases thereof; (iii) be filed with the Bankruptcy Court by no later than \_\_\_\_\_ at \_\_\_\_:00 p.m. (prevailing Eastern Time) (the “Sale Objection Deadline”); and (iv) be served on (a) the Debtors, and (b) ~~the Notice Parties.~~ (i) counsel to the DIP Agent and Prepetition ABL Agent, (i) Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola, Esq. (jventola@choate.com), Jonathan D. Marshall, Esq. (jmarshall@choate.com), and Lucas B. Barrett, Esq. (lbarrett@choate.com), and (ii) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801, Attn: Daniel J. DeFranceschi, Esq. (defranceschi@RLF.com), John H. Knight, Esq. (Knight@RLF.com), Matthew P. Milana, Esq. (Milana@RLF.com); (b) counsel to the Prepetition Term Agent (i) Goldberg Kohn, 55 East Monroe Street, Chicago, Ill 60603-5792, Attn: Randall Klein, Esq. (randall.klein@goldbergkohn.com) and Zachary Garrett, Esq. (zachary.garrett@goldbergkohn.com) and (ii) Blank Rome LLP, 1201 N. Market Street, Suite 800, Wilmington, DE 19801, Attn: Stanley B. Tarr, Esq. (stanley.tarr@blankrome.com); (c) counsel to the Stalking Horse Bidder, (i) Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, NY 10019, Attn: Scott Charles, Esq. (SKCharles@wlrk.com) and Neil M. Snyder, Esq. (NMSnyder@wlrk.com) and (ii) Morris Nichols Arsht & Tunnell, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington DE 19899-1347, Attn: Derek C. Abbott (dabbott@morrisnichols.com) (the “Objection Notice Parties”).

### Return of Deposits.

The Deposit of the Successful Bidder shall be applied to the purchase price of the Approved Transaction at closing. The Deposits for each Qualified Bidder shall be held in one or more escrow accounts (which may be held in escrow by Pachulski Stang Ziehl & Jones LLP) on terms acceptable to the Debtors in their sole discretion and shall be returned (other than with respect to the Successful Bidder and the Backup Bidder as provided above) on the date that is three (3) business days after the Auction, or as soon as is reasonably practicable thereafter. Upon the return of the Deposits, the applicable Qualified Bidders shall receive any and all interest that may have accrued thereon.

If a Successful Bidder fails to consummate a proposed transaction because of a breach by such Successful Bidder, the Debtors shall be free to consummate the proposed transaction with the Backup Bidder without the need for an additional hearing or order of the Court. To the extent the Debtors do not consummate the proposed transaction with the Backup Bidder due to the closing of the transaction with the Successful Bidder, the Backup Bidder’s deposit shall be refunded within three days of the closing of the Approved Transaction.

**Fiduciary Duties.**

Nothing in these Bid Procedures requires the Debtors to take any action, or to refrain from taking any action, with respect to these Bid Procedures, to the extent that the Debtors determine that taking such action, or refraining from taking such action, is required to comply with applicable law or their fiduciary duties under applicable law.

\* \* \*

**EXHIBIT 2**

**Sale Notice**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
AMERICAN SIGNATURE, INC., <i>et al.</i> , <sup>1</sup>	)	
	)	Case No. 25-12105 (JKS)
Debtors.	)	(Jointly Administered)
	)	
	)	<b>Re: Docket No. 108</b>

**NOTICE OF SALE, BID PROCEDURES, AUCTION, AND SALE HEARING**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

On November 26, 2025, the above captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Motion of the Debtors for Entry of Orders (I)(A) Approving Bid Procedures for the Sale of Substantially All of the Debtors’ Assets, (B) Authorizing the Debtors to Enter Into (I) Stalking Horse Asset Purchase Agreement and (II) Stalking Horse Agency Agreement and to Provide Bid Protections Thereunder, (C) Scheduling An Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of Assets Free and Clear of Liens, Claims, Interests, and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief*, [Docket No. 108] (the “Motion”), with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).

Pursuant to the Motion, the Debtors have submitted for approval of that certain *Asset Purchase Agreement*, dated as of November 25, 2025 (the “Stalking Horse APA”) by and between the Debtors and ASI Purchaser LLC (and together with any applicable designee, the “Stalking Horse Buyer”) and SEI, Inc. as Guarantor, and the accompanying *Agency Agreement*, dated as of November 25, 2025 (the “Stalking Horse Agency Agreement”) by and between the Debtors and ASI Purchaser LLC (and/or its designee(s)) (the “Stalking Horse Agent”) and SEI, Inc. as Guarantor.<sup>2</sup> The Debtors’ assets subject to the transactions contemplated under the Stalking Horse Agency Agreement, pursuant to which the Stalking Horse Bidder will act as the Debtors’ agent for the purposes of liquidating their inventory, furniture, fixtures, and equipment at certain stores and distribution centers plus the assets to be sold to the Stalking Horse Bidder under the Stalking Horse APA, which include, *inter alia*, granting the Stalking Horse Bidder designation rights on

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.

<sup>2</sup> The Stalking Horse Agent and the Stalking Horse Buyer are collectively referred to as the “Stalking Horse Bidder.” The Stalking Horse APA and the Stalking Horse Agency Agreement are collectively referred to as the “Stalking Horse Agreements.”

substantially all of the Debtors' leases and selling to the Stalking Horse Bidder certain of the Debtors' assets, including the Debtors' owned real estate assets, the Debtors' intellectual property, and certain of the Debtors' claims and causes of action and the other assets identified in the Stalking Horse APA, are collectively referred to as the "Aggregate Assets."

The Debtors agreed to sell substantially all of the Aggregate Assets, including, without limitation, the transactions contemplated under the terms of the Stalking Horse Agency Agreement to the Stalking Horse Bidder free and clear of all liens, claims, encumbrances, and interests, subject to higher or better bids for the Aggregate Assets to be determined at the Auction.

## **I. Parties Interested in Submitting a Bid**

The Bid Procedures set forth the requirements for becoming a Qualified Bidder and submitting a Qualified Bid, and any party interested in making an offer to purchase all or certain of the Aggregate Assets must comply with the Bid Procedures. Only Qualified Bids will be considered by the Debtors, in accordance with the Bid Procedures.

**Any party interested in bidding on the Aggregate Assets should contact, as soon as possible:**

- a. BRG, 225 Franklin Street, Suite 3200, Boston, MA 02110 Attn: Rudy Morando (~~rmorando@thinkbrg.com~~), ~~Chris~~ ~~McAvinn~~ (~~cmeavinn@thinkbrg.com~~), (~~rmorando@thinkbrg.com~~), ~~Chris~~ ~~McAvinn~~ (~~cmeavinn@thinkbrg.com~~), and Stephen Coulombe ([scoulombe@thinkbrg.com](mailto:scoulombe@thinkbrg.com));
- b. SSG Capital Advisors, LLC, 300 Barr Harbor Drive, Suite 420, West Conshohocken, PA 19428, Attn: Teresa C. Kohl (~~tkohl@ssgca.com~~), (~~tkohl@ssgca.com~~), Craig D. Warznak (~~cwarznak@ssgca.com~~), (~~cwarznak@ssgca.com~~), and J. Scott Victor (~~jsvictor@ssgca.com~~); (~~jsvictor@ssgca.com~~); and
- c. Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19801, Attn: Laura Davis Jones, Esq. (~~ljones@pszjlaw.com~~), (~~ljones@pszjlaw.com~~) and David M. Bertenthal, Esq. (~~dbertenthal@pszjlaw.com~~), (~~dbertenthal@pszjlaw.com~~).

To receive copies of the (i) Motion, including any exhibits thereto, and/or a confidentiality agreement to become a Potential Bidder (as defined below), or (ii) a copy of the form asset purchase agreement, agency agreement or the Stalking Horse Agreements, as applicable, kindly submit a request by email to: proposed counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, Attention: Laura Davis Jones, Esq. (~~ljones@pszjlaw.com~~), (~~ljones@pszjlaw.com~~) and David M. Bertenthal, Esq. (~~dbertenthal@pszjlaw.com~~), (~~dbertenthal@pszjlaw.com~~) or, alternatively, you may download such documents at <https://www.veritaglobal.net/americansignature> or by emailing the Debtors' claims agent at <https://www.veritaglobal.net/americansignature/inquiry> or by telephoning the claims agent toll free at: (877) 726-6511.

## II. Bid Procedures and Auction

On December \_\_, 2025, the Court entered the *Order (I) Approving Bid Procedures and Bid Protections in Connection with Motion to Approve (A) Stalking Horse Asset Purchase Agreement and (B) Stalking Horse Agency Agreement; (II) Scheduling Bid Deadlines and the Auction, (III) Approving Form and Manner of Notice Thereof, and (IV) Granted Related Relief*, [Docket No. \_\_\_\_] (the “Bid Procedures Order”), approving, among other things, the Bid Procedures, which establish the key dates and times related to the sale of the Aggregate Assets and the Auction. All interested bidders should carefully read the Bid Procedures Order and the Bid Procedures in their entirety.

The Bid Procedures Order also approved payment of the Expense Reimbursement and the Augment Purchase potentially payable to the Stalking Horse Bidder pursuant to the terms of the Stalking Horse Agreements and the Bid Procedures Order.

The Bid Procedures Order also establishes the following deadlines for the Aggregate Assets:

1. **Bid Deadline.** The deadline to submit a Qualified Bid for the Aggregate Assets is \_\_\_\_\_ **at 4:00 p.m. (prevailing Eastern Time).**
2. **Auction.** In the event that the Debtors timely receive a Qualified Bid in addition to the Qualified Bid of the Stalking Horse Bidder and subject to the satisfaction of any further conditions set forth in the Bid Procedures, the Debtors intend to conduct an Auction for the Aggregate Assets. The Auction, if one is held, will commence on **December \_\_\_\_\_ at \_\_:00 \_\_.m. (prevailing Eastern Time)** the offices of Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19801 (or by video conference to the live proceedings at this location). The Debtors shall provide notice of the date, time, and place of the Auction to the Qualified Bidders no later than one (1) day before such Auction, and will post notice of the date, time, and place of the Auction no later than one business day before such Auction on the website of the Debtors’ notice and claims agent, Verita Global, at <https://www.veritaglobal.net/americansignature>. The Auction shall be only open to (i) Qualified Bidders and their respective legal and financial advisors; (ii) the Consultation Parties and their respective legal and financial advisors; and (iii) the Committee’s legal and financial advisors, as provided the Bid Procedures Order.
3. **Auction Objection and Sale Objection Deadlines.** The deadline to file an objection with the Court to the Approval Order, the Stalking Horse Bidder, or the sale of the Aggregate Assets with the Stalking Horse Bidder (collectively, the “Sale Objections”) is \_\_\_\_\_, **at 4:00 p.m. (prevailing Eastern Time)** (the “Sale Objection Deadline”). If the Auction is held, the deadline to file an objection with the Court to the conduct of the Auction, the Successful Bidder, or the sale of the

Aggregate Assets to the Successful Bidder (collectively, the “Auction Objections”) at the Sale Hearing (the “Auction Objection Deadline”).

### III. Sale Hearing and Closing

A hearing (the “Sale Hearing”) to approve and authorize the sale of the Aggregate Assets to either the Stalking Horse Bidder, or alternatively, to the Successful Bidder will be held before the Court on \_\_\_\_\_ at \_\_\_\_:00 \_\_.m. (prevailing Eastern Time) or such other date as determined by the Court. The Sale Hearing is being held to approve the highest or otherwise best offer received for the Aggregate Assets, as applicable. The Sale Hearing may be adjourned or rescheduled with prior notice filed on the docket of the Chapter 11 Cases or without prior notice by an announcement of the adjourned date at the Sale Hearing or on the Court’s docket.

### IV. Filing Objections

Sale Objections and Auction Objections, if any, must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) be filed with the Court by no later than **the Sale Objection Deadline or Auction Objection Deadline**, as applicable, and (d) be served on (i) proposed counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19899, Attn: Laura Davis Jones, Esq. (~~ljones@pszjlaw.com~~)([ljones@pszjlaw.com](mailto:ljones@pszjlaw.com)) and David M. Bertenthal, Esq. (~~dbertenthal@pszjlaw.com~~);([dbertenthal@pszjlaw.com](mailto:dbertenthal@pszjlaw.com)); (ii) proposed counsel to the official committee of unsecured creditors appointed in the Chapter 11 Cases (the “Committee”), (a) [●] and (b) [●]; (iii) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801, Attn: Malcolm M. Bates ([malcolm.m.bates@usdoj.gov](mailto:malcolm.m.bates@usdoj.gov)) (the “U.S. Trustee”); (iv) counsel to the Stalking Horse Bidder (a) Wachtell, Lipton, Rosen & Katz, 51 West 52<sup>nd</sup> Street, New York, NY 10019, Attn: Scott Charles, Esq. (~~SKCharles@wlrk.com~~)([SKCharles@wlrk.com](mailto:SKCharles@wlrk.com)) and Neil M. Snyder, Esq. (~~NMSnyder@wlrk.com~~);([NMSnyder@wlrk.com](mailto:NMSnyder@wlrk.com)); and (b) Morris Nichols Arsht & Tunnell, 1201 North Market Street, 16<sup>th</sup> Floor, P.O. Box 1347, Wilmington DE 19899-1347, Attn: Derek C. Abbott—(~~dabbott@morrisnichols.com~~);([dabbott@morrisnichols.com](mailto:dabbott@morrisnichols.com)); (v) counsel to the DIP Agent and Prepetition ABL Agent, (a) Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola, Esq. (~~jventola@choate.com~~);([jventola@choate.com](mailto:jventola@choate.com)), Jonathan D. Marshall, Esq. (~~jmarshall@choate.com~~);([jmarshall@choate.com](mailto:jmarshall@choate.com)), and Lucas B. Barrett, Esq. (~~lbarrett@choate.com~~)([lbarrett@choate.com](mailto:lbarrett@choate.com)) and (b) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801, Attn: Daniel J. DeFranceschi, Esq. (~~defranceschi@RLF.com~~);([defranceschi@RLF.com](mailto:defranceschi@RLF.com)), John H. Knight, Esq. (~~Knight@RLF.com~~)([Knight@RLF.com](mailto:Knight@RLF.com)) and Matthew P. Milana, Esq. (~~Milana@RLF.com~~);([Milana@RLF.com](mailto:Milana@RLF.com)); (vi) counsel to the Prepetition Term Agent, (a) Goldberg Kohn, 55 East Monroe Street, Chicago, Ill 60603-5792, Attn: Randall Klein, Esq. (~~randall.klein@goldbergkohn.com~~)([randall.klein@goldbergkohn.com](mailto:randall.klein@goldbergkohn.com)) and Zachary Garrett, Esq. (~~zachary.garrett@goldbergkohn.com~~)([zachary.garrett@goldbergkohn.com](mailto:zachary.garrett@goldbergkohn.com)) and (b) Blank Rome LLP, 1201 N. Market Street, Suite 800, Wilmington, DE 19801, Attn: Stanley B. Tarr, Esq. (~~stanley.tarr@blankrome.com~~);([stanley.tarr@blankrome.com](mailto:stanley.tarr@blankrome.com)); (vii) proposed counsel to the Conflicts Committee, (i) Goodwin Procter LLP, 620 Eighth Ave., New York, NY 10018, Attn: Kizzy L. Jarashow, Esq. (~~kjarashow@goodwinlaw.com~~)([kjarashow@goodwinlaw.com](mailto:kjarashow@goodwinlaw.com)) and Stacy Dasaro, Esq. (~~sdsaro@goodwinlaw.com~~)([sdsaro@goodwinlaw.com](mailto:sdsaro@goodwinlaw.com)) and (ii) Potter Anderson &

Corroon LLP 1313 North Market Street, 6th Floor, Wilmington, Delaware 19801, Attn: L. Katherine Good, Esq. (~~kgood@potteranderson.com~~); ([kgood@potteranderson.com](mailto:kgood@potteranderson.com)); and (viii) any other party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the “Objection Notice Parties”). Auction Objections must also be served on counsel for the Successful Bidder.

#### **V. Consequences of Failing to Timely Assert an Objection**

*Any party who fails to make a timely Sale Objection on or before the Sale Objection Deadline in accordance with the Bid Procedures Order and this Notice (i) shall be forever barred from asserting any Sale Objection, including, without limitation, with respect to the transfer of the Aggregate Assets free and clear of all liens, claims, encumbrances and interests; and (ii) shall be deemed a consent to the sale of the Aggregate Assets to the Stalking Horse Bidder or Successful Bidder, as applicable, and the other relief requested in the Sale Motion.*

*Any party who fails to make a timely Auction Objection on or before the Auction Objection Deadline in accordance with the Bid Procedures Order and this Notice shall be forever barred from asserting any Auction Objection, including, without limitation with respect to the transfer of the Aggregate Assets free and clear of all liens, claims, encumbrances and interests.*

#### **VI. No Successor Liability**

*The sale of the Aggregate Assets will be free and clear of, among other things, any claim arising from any conduct of the Debtors prior to the closing of the sale, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent or otherwise, so long as such claim arises out of or relates to events occurring prior to the closing of the sale of the Aggregate Assets. Accordingly, as a result of the sale of the Aggregate Assets, the Successful Bidder will not be a successor to any of the Debtors by reason of any theory of law or equity, and the Successful Bidder will have no liability, except as expressly provided in the Successful Bidder’s asset purchase agreement, for any liens, claims, encumbrances and interests against or in any of the Debtors under any theory of law, including, without limitation, successor liability theories.*

Dated:

PACHULSKI STANG ZIEHL & JONES LLP

/s/

---

Laura Davis Jones (DE Bar No. 2436)  
David M. Bertenthal (CA Bar No. 167624)  
919 North Market Street, 17th Floor  
P.O. Box 8705  
Wilmington, Delaware 19899 (Courier 19801)  
Telephone: (302) 652-4100  
Facsimile: (302) 652-4400  
Email: [ljones@pszjlaw.com](mailto:ljones@pszjlaw.com)  
[dbertenthal@pszjlaw.com](mailto:dbertenthal@pszjlaw.com)

*Proposed Counsel for the Debtors and Debtors in Possession*

**EXHIBIT 3**

**Form of Potential Assumption and Assignment Notice**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

## Chapter 11

AMERICAN SIGNATURE, INC., *et al.*,<sup>1</sup>

Case No. 25-12105 (JKS)

Debtors.

(Jointly Administered)

**Re: Docket No. 108**

**NOTICE OF POTENTIAL ASSUMPTION AND ASSIGNMENT OF  
EXECUTORY CONTRACTS OR UNEXPIRED LEASES AND CURE AMOUNTS**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

On November 26, 2025, the above captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Motion of the Debtors for Entry of Orders (I)(A) Approving Bid Procedures for the Sale of Substantially All of the Debtors’ Assets, (B) Authorizing the Debtors to Enter Into (I) Stalking Horse Asset Purchase Agreement and (II) Stalking Horse Agency Agreement and to Provide Bid Protections Thereunder, (C) Scheduling An Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of Assets Free and Clear of Liens, Claims, Interests, and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief*, [Docket No. 108] (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).

The Debtors have submitted for approval of that certain *Asset Purchase Agreement*, dated as of November 25, 2025 (the “Stalking Horse APA”) by and between the Debtors and ASI Purchaser LLC (and together with any applicable designee, the “Stalking Horse Buyer”) and SEI, Inc. as Guarantor the accompanying *Agency Agreement*, dated as of November 25, 2025 (the “Stalking Horse Agency Agreement”), by and between the Debtors and ASI Purchaser LLC (and/or its designee(s)) (the “Stalking Horse Agent”) and SEI, Inc. as Guarantor.<sup>2</sup> The Debtors’ assets subject to the transactions contemplated under the Stalking Horse Agency Agreement, pursuant to which the Stalking Horse Bidder will act as the Debtors’ agent for the purposes of liquidating their inventory, furniture, fixtures, and equipment at certain stores and distribution

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors' business address is 4300 E. 5th Avenue, Columbus, OH 43235.

<sup>2</sup> The Stalking Horse Agent and the Stalking Horse Buyer are collectively referred to as the “Stalking Horse Bidder.” The Stalking Horse APA and the Stalking Horse Agency Agreement are collectively referred to as the “Stalking Horse Agreements.”

centers plus the assets to be sold to the Stalking Horse Bidder under the Stalking Horse APA, which include, *inter alia*, granting the Stalking Horse Bidder designation rights on substantially all of the Debtors' leases and selling to the Stalking Horse Bidder certain of the Debtors' assets, including the Debtors' owned real estate assets, the Debtors' intellectual property, and certain of the Debtors' claims and causes of action and the other assets identified in the Stalking Horse APA, are collectively referred to as the "Aggregate Assets."

On December \_\_, 2025, the Court entered the *Order (I) Approving Bid Procedures and Bid Protections in Connection with Motion to Approve (A) Stalking Horse Asset Purchase Agreement and (B) Stalking Horse Agency Agreement; (II) Scheduling Bid Deadlines and the Auction, (III) Approving Form and Manner of Notice Thereof, and (IV) Granting Related Relief*, [Docket No. \_\_] (the "Bid Procedures Order"), which, among other things, approved the (a) Bid Procedures pursuant to which the Debtors will solicit and select the highest and otherwise best offer for the sale of the Aggregate Assets, (b) the form and manner of notice related to the sale of the Assets, (c) the procedures for the assumption and assignment of executory contracts and unexpired leases in connection with the sale of the Assets, including, without limitation, notice of proposed cure amounts (the "Assumption and Assignment Procedures"), and (d) scheduled the hearing (the "Sale Hearing")<sup>3</sup> to enter an order approving the sale of the Aggregate Assets to the Stalking Horse Bidder, or such other Successful Bidder (the "Approval Order") for **January \_\_, 2026 at \_\_:00 \_\_.m. (prevailing Eastern Time)** pursuant to which the Debtors agreed to sell the Aggregate Assets to the Stalking Horse Bidder free and clear of all liens, claims, encumbrances, and interests, subject to higher or better bids for the Aggregate Assets to be determined at an Auction.

The Motion also provides for the potential assumption and assignment of certain of the Debtors' executory contracts and unexpired leases (each, a "Potential Assigned Agreement" and collectively, the "Potential Assigned Agreements") either to the Stalking Horse Bidder or to such other party that submits the highest and best bid for the Aggregate Assets at an Auction that is accepted by the Debtors and approved by the Bankruptcy Court (the "Successful Bidder").

The Potential Assigned Agreement(s) to which you are a counterparty and which may potentially be assumed and assigned as part of the sale of the Aggregate Assets along with any Cure Amounts, if any, necessary for the assumption and assignment of such Potential Assigned Agreement(s) is attached hereto as Schedule A. ***Each "Cure Amount" listed on Schedule A hereto represents the entire amount payable to cure all defaults pursuant to section 365(b)(1) of the Bankruptcy Code for the for the potential assumption by the Debtors and the assignment to the Successful Bidder of such Potential Assigned Agreement(s) pursuant to section 365 of the Bankruptcy Code.*** For any Potential Assigned Agreement listed on Schedule A hereto, the Successful Bidder may decide to (i) assume and assign the Potential Assigned Agreement, (ii) reject the Potential Assigned Agreement, or (iii) designate the Potential Assigned Agreement

---

<sup>3</sup> A capitalized term used but not defined herein shall have the meaning ascribed to it in the Bid Procedures and Bid Procedures Order, as applicable.

(to the extent permitted)<sup>4</sup> for a limited period of time until the Successful Bidder determines whether such Potential Assigned Agreement should be (a) assumed and assigned or (b) rejected.

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS A COUNTERPARTY TO A POTENTIAL ASSIGNED AGREEMENT THAT MAY BE ASSUMED AND ASSIGNED AS PART OF THE SALE OF THE AGGREGATE ASSETS.** Under the terms of the Assumption and Assignment Procedures, unless otherwise provided in the Successful Bidder's asset purchase agreement, at any time prior to the date of Closing of the sale of the Aggregate Assets, the Debtors may (a) remove a Potential Assigned Agreement for assumption and assignment, or (b) modify the previously stated Cure Amount associated with any Potential Assigned Agreement. The Successful Bidder (which may be the Stalking Horse Bidder) may also select additional Potential Assigned Agreements for assumption and assignment. ***The presence of a Potential Assigned Agreement listed on Schedule A attached hereto does not constitute an admission that such Potential Assigned Agreement is an executory contract or unexpired lease or that such Potential Assigned Agreement will be assumed and assigned as part of the sale of the Aggregate Assets. The Debtors reserve all of their rights, claims and causes of action with respect to the Potential Assigned Agreements listed on Schedule A attached hereto.***

IF YOU AGREE WITH THE PROPOSED CURE AMOUNTS LISTED IN **SCHEDULE A** WITH RESPECT TO YOUR POTENTIAL ASSIGNED AGREEMENT(S) AND OTHERWISE DO NOT OBJECT TO THE ASSUMPTION AND ASSIGNMENT OF YOUR POTENTIAL ASSIGNED AGREEMENT, YOU ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION WITH RESPECT TO THE CURE AMOUNT.

Pursuant to the Assumption and Assignment Procedures, objections to the proposed assumption and assignment of a Potential Assigned Agreement (an "Assumption and Assignment Objection"), including, without limitation, any objection relating to the Cure Amount or adequate assurance of the Stalking Horse Bidder's future ability to perform, must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules, (c) state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Amount that the Counterparty believes is required to cure defaults under the relevant Potential Assigned

---

<sup>4</sup> The Stalking Horse APA grants the Stalking Horse Bidder with certain designation rights (the "Designation Rights") pursuant to which the Stalking Horse Bidder may request assumption by the applicable Debtor(s) and assignment to the Stalking Horse Bidder's designee of the Debtors' Leases and Potential Assigned Agreements Primarily Related to such Lease (as these terms are defined in the Stalking Horse APA). To the extent that any Potential Assigned Agreement(s) for the Debtors' Leases and Potential Assigned Agreements Primarily Related to such Leases are designated by for assumption and assignment to an assignee designated by the Stalking Horse Bidder (or Successful Bidder), the Debtors will provide separate notice to the holders of Potential Assigned Agreements of any such designation of the Leases and Potential Assigned Agreements Primarily Related to such Leases to be assumed and assigned, the identity of the proposed assignee, and information concerning the proposed assignee's ability to provide adequate assurance of future performance under section 365(b)(1)(3) of the Bankruptcy Code. The Lease Assignment Notice will provide that the counterparty to the Lease will have seven (7) Business Days to file an objection to the proposed assumption and assignment of the Lease and any Potential Related Agreements Relating to such Leases.

Section 3.6 of the Stalking Horse APA also permits the Stalking Horse Bidder to add certain Contracts to the Assigned Agreements for assumption and assignment (including to its delegee) following the Closing until the Designation Deadline.

Agreement, (d) be filed by no later than **4:00 p.m. (prevailing Eastern Time)** on [●], 2026 and (e) be served on (i) proposed counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19899, Attn: Laura Davis Jones, Esq. (~~ljones@pszilaw.com~~)([ljones@pszilaw.com](mailto:ljones@pszilaw.com)) and David M. Bertenthal, Esq. (~~dbertenthal@pszilaw.com~~)([dbertenthal@pszilaw.com](mailto:dbertenthal@pszilaw.com)); (ii) proposed counsel to the Committee; (a) [●], and (b) [●]; (iii) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801, Attn: Malcolm M. Bates, Esq. ([malcolm.m.bates@usdoj.gov](mailto:malcolm.m.bates@usdoj.gov)) (the “U.S. Trustee”); (iv) counsel to the DIP Agent and Prepetition ABL Agent, (a) Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola, Esq. (~~jventola@choate.com~~)([jventola@choate.com](mailto:jventola@choate.com)), Jonathan D. Marshall, Esq. (~~jmarshall@choate.com~~)([jmarshall@choate.com](mailto:jmarshall@choate.com)), and Lucas B. Barrett, Esq. (~~lbarrett@choate.com~~)([lbarrett@choate.com](mailto:lbarrett@choate.com)) and (b) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801, Attn: Daniel J. DeFranceschi, Esq. (~~defranceschi@RLF.com~~)([defranceschi@RLF.com](mailto:defranceschi@RLF.com)), John H. Knight, Esq. (~~Knight@RLF.com~~)([Knight@RLF.com](mailto:Knight@RLF.com)) and Matthew P. Milana, Esq. (~~Milana@RLF.com~~)([Milana@RLF.com](mailto:Milana@RLF.com)); (v) counsel to the Stalking Horse Bidder (a) Wachtell, Lipton, Rosen & Katz, 51 West 52<sup>nd</sup> Street, New York, NY 10019, Attn: Scott Charles, Esq. (~~SKCharles@wlrk.com~~)([SKCharles@wlrk.com](mailto:SKCharles@wlrk.com)) and Neil M. Snyder, Esq. (~~NMSnyder@wlrk.com~~)([NMSnyder@wlrk.com](mailto:NMSnyder@wlrk.com)); and (b) Morris Nichols Arsht & Tunnell, 1201 North Market Street, 16<sup>th</sup> Floor, P.O. Box 1347, Wilmington DE 19899-1347, Attn: Derek C. Abbott (~~dabbott@morrisnichols.com~~)([dabbott@morrisnichols.com](mailto:dabbott@morrisnichols.com)); (vi) counsel to the Prepetition Term Agent, (a) Goldberg Kohn, 55 East Monroe Street, Chicago, Ill 60603-5792, Attn: Randall Klein, Esq. (~~randall.klein@goldbergkohn.com~~)([randall.klein@goldbergkohn.com](mailto:randall.klein@goldbergkohn.com)) and Zachary Garrett, Esq. (~~zachary.garrett@goldbergkohn.com~~)([zachary.garrett@goldbergkohn.com](mailto:zachary.garrett@goldbergkohn.com)) and (b) Blank Rome LLP, 1201 N. Market Street, Suite 800, Wilmington, DE 19801, Attn: Stanley B. Tarr, Esq. (~~stanley.tarr@blankrome.com~~)([stanley.tarr@blankrome.com](mailto:stanley.tarr@blankrome.com)); and (vii) proposed counsel to the Conflicts Committee, (i) Goodwin Procter LLP, 620 Eighth Ave., New York, NY 10018, Attn: Kizzy L. Jarashow, Esq. (~~kjarashow@goodwinlaw.com~~)([kjarashow@goodwinlaw.com](mailto:kjarashow@goodwinlaw.com)) and Stacy Dasaro, Esq. (~~sdasaro@goodwinlaw.com~~)([sdasaro@goodwinlaw.com](mailto:sdasaro@goodwinlaw.com)) and (ii) Potter Anderson & Corroon LLP 1313 North Market Street, 6th Floor, Wilmington, Delaware 19801, Attn: L. Katherine Good, Esq. (~~kgood@potteranderson.com~~)([kgood@potteranderson.com](mailto:kgood@potteranderson.com)) (collectively, the “Assumption and Assignment Objection Notice Parties”). In the event that any previously stated Cure Amount are modified, the Debtors will promptly serve a Supplemental Assumption and Assignment Notice, by overnight mail and, if known, e-mail, on the applicable Counterparty.

If, following the Auction, the Stalking Horse Bidder is not the Successful Bidder, then the Debtors will (a) file the Notice of Auction Results, which will, among other things, include the identity of the Successful Bidder, (b) post such notice on the Case Management Website, and (c) serve such notice on each Counterparty to a Potential Assigned Agreement. Each such Counterparty will then have an opportunity to object *solely with respect* to such Successful Bidder’s ability to provide adequate assurance of future performance with respect to the Counterparty’s Potential Assigned Agreement (a “Post-Auction Objection”). Any Post-Auction Objection may be raised at the Sale Hearing; *provided, however*, that any objection to either (i) the ability of the Stalking Horse Bidder to provide adequate assurance of future performance with respect to any Potential Assigned Agreement or (ii) to any Cure Amounts (including without limitation, Cure Amounts (a) with respect to any Leases and Potential Assigned Agreement

Primarily Related to such Leases that may be later designated by the Stalking Horse Bidder or Successful Bidder for assumption and assignment to its designee and (b) for any executory contracts that are added to the list of Assigned Agreements for assumption and assignment following the closing of the sale of the Aggregate Assets in accordance with section 3.6 of the Stalking Horse APA), that must be cured by either the Stalking Horse Bidder or any Successful Bidder that is not the Stalking Horse Bidder with respect to the Potential Assigned Agreement, must be filed by **4:00 p.m. (prevailing Eastern Time)** on **[●], 2026**.

The Court will hear and determine any Assumption and Assignment Objections and Post-Auction Objections at the Sale Hearing or such other date that the Debtors and the Successful Bidder shall determine (subject to the Court's calendar).

Any Assumption and Assignment Objection shall not constitute an objection to any of the other relief requested in the Sale Motion to be approved by the Approval Order (*e.g.*, the sale of the Aggregate Assets by the Debtors to the Stalking Horse Bidder or Successful Bidder(s), as applicable, free and clear of all liens, claims, encumbrances, and interest). Parties wishing to object to the other relief requested in the Motion (excluding the relief provided in the Bid Procedures Order) must timely file and serve a separate objection, stating with particularity such party's grounds for objection, in accordance with the objection procedures approved and set forth in the Bid Procedures Order.

#### **CONSEQUENCES OF FAILING TO TIMELY ASSERT AN OBJECTION**

***UNLESS YOU FILE AN OBJECTION TO THE CURE AMOUNT AND/OR THE ASSUMPTION OR ASSIGNMENT OF YOUR POTENTIAL ASSIGNED AGREEMENT IN ACCORDANCE WITH THE INSTRUCTIONS AND DEADLINES SET FORTH HEREIN, YOU SHALL BE (A) BARRED FROM OBJECTING TO THE CURE AMOUNT SET FORTH ON SCHEDULE A, (B) ESTOPPED FROM ASSERTING OR CLAIMING ANY CURE AMOUNT AGAINST THE DEBTORS, THE STALKING HORSE BIDDER OR SUCH OTHER SUCCESSFUL BIDDER THAT IS GREATER THAN THE CURE AMOUNT SET FORTH ON SCHEDULE A, AND (C) DEEMED TO HAVE CONSENTED TO THE ASSUMPTION AND/OR ASSIGNMENT OF YOUR POTENTIAL ASSIGNED AGREEMENT.***

Dated:

PACHULSKI STANG ZIEHL & JONES LLP

/s/

---

Laura Davis Jones (DE Bar No. 2436)  
David M. Bertenthal (CA Bar No. 167624)  
919 North Market Street, 17th Floor  
P.O. Box 8705  
Wilmington, Delaware 19899 (Courier 19801)  
Telephone: (302) 652-4100  
Facsimile: (302) 652-4400  
Email: [ljones@pszjlaw.com](mailto:ljones@pszjlaw.com)  
[dbertenthal@pszjlaw.com](mailto:dbertenthal@pszjlaw.com)

*Proposed Counsel for the Debtors and Debtors in Possession*

## **SCHEDULE A**

### Potential Assigned Agreements

<b>No.</b>	<b>Contract/Lease Party</b>	<b>Contract Counterparty</b>	<b>Contract/Lease Title</b>	<b>Date of Entry</b>	<b>Cure Amount</b>
1.	[X]	[X]	[X]	[X]	[\$[X]