

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

Supply Source Enterprises, Inc., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24- 11054 (BLS)

(Joint Administration Requested)

Re: Docket No. 16

**NOTICE OF FILING OF EXHIBIT A TO EXHIBIT 1 TO  
DEBTORS' MOTION FOR ENTRY OF ORDERS (I)(A) APPROVING BIDDING  
PROCEDURES FOR THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS'  
ASSETS, (B) DESIGNATING THE STALKING HORSE BIDDER, (C)  
SCHEDULING AN AUCTION AND APPROVING THE FORM AND MANNER OF  
NOTICE THEREOF, (D) APPROVING ASSUMPTION AND ASSIGNMENT  
PROCEDURES, (E) SCHEDULING A SALE HEARING AND APPROVING THE  
FORM AND MANNER OF NOTICE THEREOF, AND (F) GRANTING RELATED  
RELIEF; AND (II)(A) APPROVING THE SALE OF THE DEBTORS' ASSETS  
FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES,  
(B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES,  
AND (C) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that, on May 22, 2024, the above-captioned debtors and debtors in possession (collectively, the "Debtors"), by and through their undersigned proposed counsel, filed the *Debtors' Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (B) Designating the Stalking Horse Bidder, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (F) Granting Related Relief; and (II)(A) Approving the Sale*

<sup>1</sup> The Debtors in these chapter 11 proceedings, together with the last four digits of each Debtor's federal tax identification number, are: Supply Source Enterprises, Inc. (0842); SSE Intermediate, Inc. (1772); SSE Buyer, Inc. (5901); Impact Products, LLC (7450); and The Safety Zone, LLC (4597). The Debtors' headquarters are located at 385 Long Hill Road, Guilford, Connecticut 06437.



of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief [Docket No. 16] (the "Motion").<sup>2</sup> Attached to the Motion as **Exhibit A** was a form of order approving the relief requested in the Motion (the "Proposed Bidding Procedures Order").

**PLEASE TAKE FURTHER NOTICE** that attached hereto is **Exhibit 1**, the *Stalking Horse APA*, which is Exhibit 1 to the Proposed Bidding Procedures Order.

Dated: May 22, 2024  
Wilmington, Delaware

Respectfully submitted,

/s/ Katelin A. Morales

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*Proposed Counsel to the Debtors and  
Debtors in Possession*

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

**EXHIBIT 1**

**Stalking Horse APA**

**EXHIBIT 1**

**Stalking Horse APA**



ASSET PURCHASE AGREEMENT  
BETWEEN  
TZ SSE BUYER LLC  
SUPPLY SOURCE ENTERPRISES, INC.  
IMPACT PRODUCTS LLC  
AND  
THE SAFETY ZONE, LLC  
Dated as of May 21, 2024

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Exhibits

A	Bill of Sale and Assignment and Assumption Agreement
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C	Form Bidding Procedures Order
D	Form Sale Order
E	Sellers Closing Certificate

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of May 21, 2024 (the “Agreement”), is entered into by and between TZ SSE Buyer LLC, a Delaware limited liability company (“Purchaser”) and Supply Source Enterprises, Inc., a Georgia corporation (the “Company”), Impact Products LLC, a Delaware limited liability company (“Impact Products”), and The Safety Zone, LLC, a Connecticut limited liability company (“Safety Zone” and, together with the Company and Impact Products, each a “Seller” and together the “Sellers”). Purchaser and Sellers collectively are referred to herein as the “Parties” and each, a “Party”.

### WITNESSETH:

WHEREAS, an Affiliate of Purchaser and the Company entered into that certain Letter of Intent, dated April 4, 2024 (the “LOI”);

WHEREAS, each Seller shall, promptly following the execution of this Agreement and, for the avoidance of doubt, no later than May 22, 2024, file a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the “Bankruptcy Code”) (the date such petitions are filed, the “Petition Date”), in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) (once filed, such cases the “Bankruptcy Cases”);

WHEREAS, the Sellers are party to that certain ABL Credit Agreement, as defined below, whereby the obligations of the Sellers under the ABL Credit Agreement are secured by valid and duly perfected liens, mortgages and other encumbrances in and upon substantially all property and assets of the Sellers;

WHEREAS, the Sellers are party to that certain Term Loan Credit Agreement, as defined below, whereby the obligations of such Affiliates of the Sellers under the Term Loan Credit Agreement are secured by valid and duly perfected liens, mortgages and other encumbrances in and upon substantially all property and assets of the Sellers;

WHEREAS, SSE Buyer, Inc., a Delaware corporation (the “DIP Borrower”) is party to the DIP Credit Agreement, as defined below, whereby the obligations of the DIP Borrower under the DIP Credit Agreement are secured by valid and duly perfected liens, mortgages and other encumbrances in and upon substantially all property and assets of the DIP Borrower and the Sellers;

WHEREAS, Purchaser is an entity organized for effecting the rights and interests of (i) the ABL Agent in accordance with the terms and conditions of the ABL Documents, (ii) the Term Loan Agent in accordance with the terms and conditions of the Term Loan Documents, and (iii) the DIP Lender in accordance with the terms and conditions of the DIP Documents;

WHEREAS, the Sellers presently conduct the Business;

WHEREAS, (i) Sellers desire to sell, transfer and assign to Purchaser, and Purchaser desires to acquire and assume from Sellers, pursuant to Sections 363 and 365 of the Bankruptcy Code, all of the Purchased Assets and Assumed Liabilities and (ii) Sellers desire to retain all of the Excluded Assets and Excluded Liabilities, all as more specifically provided herein; and

WHEREAS, certain terms used in this Agreement are defined in Section 1.1;

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof, the Parties, intending to be legally bound, hereby agree as follows:

## ARTICLE I

### DEFINITIONS

#### 1.1 Certain Definitions.

For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

“ABL Agent” shall have the meaning set forth in the definition of “ABL Credit Agreement” in Section 1.1.

“ABL Credit Agreement” means that certain ABL Credit Agreement by and among the Sellers, SSE Buyer, Inc., SSE Intermediate, Inc., the several lenders from time to time parties thereto, and ACF FinCo I LP, as administrative agent, collateral agent, issuing lender and swingline lender (the “ABL Agent”), dated as of June 30, 2020.

“ABL Documents” shall mean the ABL Credit Agreement, together with the Loan Documents (as defined in the ABL Credit Agreement) related thereto.

“Accounts Receivable” means, any and all (i) accounts, notes, trade and other receivables owed to any of the Sellers (whether current or non-current), together with all security or collateral therefor and any interest or unpaid financing charges accrued thereon and payable to any of the Sellers, including all Actions pertaining to the collection of amounts that are payable, or that may become payable, to Sellers with respect to Products sold or services performed on or prior to the Closing Date, (ii) any amounts due from landlords to the extent related to Assumed Leases (including in respect of prior overcharges and insurance recoveries), (iii) rebate receivables from suppliers, (iv) insurance claims receivables to the extent related to Purchased Assets, and (v) other amounts due to Sellers which they have historically classified as accounts receivable in the Balance Sheets or Financial Statements.

“Action” means any claim, action, suit, charge, complaint, grievance, arbitration, inquiry, mediation, audit, investigation, litigation or other proceeding (whether civil, criminal or administrative) that has been commenced, brought, conducted or heard by or before any Governmental Body, court, arbitrator or other tribunal.

“Affiliate” of any Person means any Person which, directly or indirectly, controls or is controlled by that Person, or is under common control with that Person. For the purposes of this definition, “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Ancillary Documents” means each agreement, document, instrument, writing and/or certificate contemplated by this Agreement or executed in connection with the Transactions, including the Bill of Sale and Assignment and Assumption Agreement, the IP Assignment Agreements, and the Transition Services Agreement.

“Anti-Corruption and Anti-Money Laundering Laws” means (a) the U.S. Foreign Corrupt Practices Act of 1977, (b) all other applicable Laws, regulations, or Orders relating to anti-bribery or anti-corruption (governmental or commercial), and (c) all applicable money laundering-related laws of the United States and similar laws and regulations of the jurisdictions where the Business is conducted.

“Assumed Leases” means those Leases that are Purchased Contracts and listed on Schedule 5.12(b) (and as may be amended, supplemented, or otherwise modified prior to assumption and assignment with the consent of Sellers, Purchaser, and the contract counterparty).

“Avoidance Actions” means those actual and/or potential claims and causes of action under sections 502(d), 544, 545, 547, 548, and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code.

“Bidding Procedures Motion” means the motion to be filed with the Bankruptcy Court seeking approval of the Expense Reimbursement, and other customary bid protections and the establishment of bidding procedures as contemplated pursuant to Article VII hereof, in form and substance acceptable to Purchaser.

“Bidding Procedures Order” means the Order, in form and substance acceptable to Purchaser, entered by the Bankruptcy Court approving the Bidding Procedures Motion, granting Purchaser administrative expense status for any claims arising under the bid protections, and granting related relief, and more fully described in Section 7.2 hereof, substantially in the form attached hereto as Exhibit C.

“Business” means the business of acquiring, customizing, labeling, reselling and distributing disposable gloves, safety, cleaning, food service and food processing products, and other personal protective equipment, and related administrative functions or any other business that any Seller is currently conducting or is actively in the process of considering as of the Closing Date.

“Business Day” means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

“Code” means the Internal Revenue Code of 1986, as amended.



“Compliant” means, with respect to the Required Information and Marketing Material, that such Required Information and Marketing Material does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such Required Information or Marketing Material not misleading in light of the circumstances in which made.

“Confidential Information” means all confidential information that relates to the Business (other than information related to the Excluded Assets), the Purchased Assets or the Assumed Liabilities, including methods of operation, customers, customer lists, product lists, prices, fees, costs, technology, inventions, Trade Secrets, know-how, software, marketing methods, plans, personnel, suppliers, sourcing agents, competitors, markets or other specialized information or proprietary matter, but does not include any information that (a) is generally available to the public on the date of this Agreement, (b) at the time of disclosure thereof is generally available to the public (other than as a result of a breach of Section 8.5(c)), (c) is already in the possession of or becomes available to the receiving party through sources not known by such person to be bound by a confidentiality agreement and through no breach of the Sellers of Section 8.5(c), (d) Purchaser agrees in writing may be disclosed, or (e) is independently developed by Sellers without violation of this Agreement.

“Contract” means any written or oral commitment, agreement, note, letter of credit, mortgage, indenture, lease (whether for real or personal property), license, arrangement, contract, subcontract, undertaking, understanding or obligation of any kind or character.

“Credit Agreements” means the (i) ABL Credit Agreement, (ii) Term Loan Credit Agreement and (iii) DIP Credit Agreement.

“Credit Bid” means \$63,000,000, comprised of (i) all outstanding obligations under the DIP Credit Agreement at Closing, plus (ii) any outstanding obligations under the ABL Credit Agreement at Closing necessary to equal \$63,000,000.

“Debt Financing” means the credit facilities, issuance of debt securities or other debt financing that may be obtained or consummated by Purchaser for the purposes of financing all or any portion of the transactions contemplated hereby which, solely for the sake of clarity, shall not include the debt financing contemplated in any of the Credit Agreements.

“Debt Financing Source” means, solely to the extent related to the Debt Financing, any lender or similar debt financing source, in its and their capacity as such, and their respective Affiliates, and such lender’s or other debt financing source’s (and their respective Affiliates’) equityholders, partners, employees, controlling persons, advisors or the permitted successor or assign of any of the foregoing.

“DIP Credit Agreement” means that certain Debtor in Possession Secured Multi-Draw Term Promissory Note by and among the Purchaser, as DIP Lender, and the DIP Borrower, dated as of May 21, 2024.

“DIP Documents” shall mean the DIP Credit Agreement, together with the Loan Documents (as defined in the DIP Credit Agreement) related thereto.

“DIP Facility” means the superpriority senior secured debtor-in-possession financing facility as further described in the DIP Credit Agreement.

“DIP Order” means any order of the Bankruptcy Court approving entry into the DIP Facility.

“Documents” means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials related to the Business (other than the Excluded Assets) and the Purchased Assets in each case whether or not in electronic form.

“Environmental Costs and Liabilities” means with respect to any Person, all Liabilities, remedial actions, losses, damages, costs and expenses (including all reasonable fees, disbursements and expenses of counsel, experts and consultants and costs of investigation and feasibility studies), fines and penalties incurred as a result of any claim or demand by any other Person or in response to any violation of Environmental Law, to the extent based upon, related to, or arising under or pursuant to any Environmental Law, environmental Permit, order or agreement with any Governmental Body or other Person, which relates to any environmental, human health (to the extent related to exposure to Hazardous Substances) or workplace safety condition, violation of Environmental Law or a release or threatened release of Hazardous Substances.

“Environmental Law” means any Law relating to protection of the environment, natural resources, human health (to the extent related to exposure to Hazardous Substances) or workplace safety, exposure to Hazardous Substances, to pollution or to the use, treatment, storage, disposal, release or transportation of Hazardous Substances.

“Equity Interest” shall mean with respect to any Person, the capital stock, limited liability membership interest or other type of equity interest in such Person.

“ERISA” means the Employment Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means any Person, trade or business (whether or not incorporated) that together with the Seller or any of its Subsidiaries is treated as a “single employer” or under common control with the Seller under Section 414 of the Code or Section 4001(b) of ERISA.

“Excess Cash” means any cash on hand plus undrawn amounts under the DIP Credit Agreement in excess of the amount required to fund any amounts expressly set forth in the Specified Wind Down Budget (as defined in DIP Credit Agreement).

“Excluded Contracts” means (i) all Contracts other than the Purchased Contracts and (ii) the Contracts set forth on Schedule 1.1(a).

“Expense Reimbursement” means the reasonable and documented out-of-pocket costs, expenses and fees incurred by Purchaser prior to termination of this Agreement in connection with

the Transactions, up to a maximum amount of \$750,000, to be paid by Sellers to Purchaser in accordance with the provisions of Section 7.1 hereof, subject to Bankruptcy Court approval.

“Final Order” means, as applicable, an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the relevant subject matter, which (a) has not been reversed, stayed, modified, or amended, including any order subject to appeal but for which no stay of such order has been entered, and as to which the time to appeal, seek certiorari, or move for a new trial, reargument, reconsideration or rehearing has expired and as to which no appeal, petition for certiorari, or other proceeding for a new trial, reargument, reconsideration or rehearing has been timely taken, or (b) as to which any appeal that has been taken or any petition for certiorari or motion for reargument, reconsideration or rehearing that has been or may be filed has been withdrawn with prejudice, resolved by the highest court to which the order or judgment was appealed or from which certiorari could be sought, or any request for new trial, reargument, reconsideration or rehearing has been denied, resulted in no stay pending appeal or modification of such order, or has otherwise been dismissed with prejudice; *provided*, that no order or judgment shall fail to be a “Final Order” solely because of the possibility that a motion under rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Federal Rule of Bankruptcy Procedure (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment.

“Fraud” means, with respect to any Party, an actual and intentional fraud with respect to the making of the representations and warranties contained in this Agreement; *provided*, that such actual and intentional fraud of such Party shall only be deemed to exist if (a) such Party had actual knowledge that the representations and warranties made by such Party were actually breached when made, (b) that such representations and warranties were made with the express intent to induce another Party to rely thereon and take action or refrain from taking action to such other Party’s detriment, (c) such reliance and subsequent action or inaction by such other Party was justifiable and (d) such action or inaction resulted in actual damages to such other Party; *provided, however*, that for the avoidance of doubt, “Fraud” shall not include any type of constructive, negligent, promissory, unfair dealing, unjust enrichment, reckless or equitable fraud or other claim based on constructive knowledge, negligence or recklessness.

“Fundamental Representations” means those representations and warranties set forth in Sections 5.1, 5.2(a)(ii), 5.5(a), and 5.21.

“GAAP” means generally accepted accounting principles in the United States as in effect from time to time.

“Government Contract” means any Contract, subcontract, purchase order, task order, multi-award schedule or similar government procurement authorization, or basic ordering agreement in which the counterparty or ultimate funding source is a Governmental Body.

“Governmental Body” means any domestic or foreign national, state, multi-state or municipal or other local government, any subdivision, agency, commission or authority thereof, or any quasi-governmental or private body exercising any regulatory or Taxing Authority thereunder (including the IRS and the Bankruptcy Court).

“Hardware” means any and all information technology, computer and computer-related hardware, including computers, servers, printers and networks.

“Hazardous Substances” means any toxic, hazardous or dangerous chemical, waste or substance, any pollutant or contaminant regulated under Laws, and any other substance which is regulated, classified, or otherwise characterized under applicable Environmental Laws, including radiation, noise, biological agents, per- and polyfluoroalkyl substances, medical waste, petroleum or any fraction or product, polychlorinated biphenyls and asbestos or asbestos containing materials.

“H.I.G. Capital Services Agreements” means, collectively, (i) that certain Transaction Services Agreement, dated as of June 30, 2020, by and between the SSE Buyer, Inc. and H.I.G. Capital, LLC, and (ii) that certain Professional Services Agreement, dated as of June 30, 2020, by and between SSE Buyer, Inc. and H.I.G. Capital, LLC.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Inbound IP Licenses” means any grant by a third Person to any Seller any license, sublicense, right, consent, or covenant not to assert, under or with respect to any third Person’s Intellectual Property rights.

“Intellectual Property” means any and all right, title and interest in or relating to intellectual property, whether protected, created or arising under the Laws of the United States or any other jurisdiction, including all: (a) patents and patent applications, together with all reissuances, continuations, divisionals, continuations-in-part, revisions, substitutions, provisionals, renewals, extensions, and re-examinations thereof, and all rights to claim priority from any of the foregoing (collectively, “Patents”); (b) trademarks, service marks, service names, brand names, trade dress, trade names, logos, corporate names, and other indicators of the commercial source or origin or origin of a product or service and general intangibles of a like nature, in each case, whether or not registered, and all goodwill associated with any of the foregoing (collectively, “Trademarks”); (c) copyrights and copyrightable works, and all database and design rights, whether or not registered or published, including all data collections, “moral” rights, mask works, all registrations and applications to register, and renewals, extensions and reversions of, any of the foregoing, and corresponding rights in works of authorship (collectively, “Copyrights”); (d) all trade secret rights and corresponding rights in confidential information and other non-public or proprietary information (whether or not patentable or copyrightable), including ideas, formulas, compositions, inventor’s notes, discoveries and improvements, know-how, manufacturing and production processes and techniques, testing information, research and development information, inventions, invention disclosures, unpatented blueprints, drawings, specifications, designs, plans, proposals and technical data, business and marketing plans, market surveys, market know-how and customer lists and information (collectively, “Trade Secrets”); (e) Internet domain names, electronic addresses, uniform resource locators and alphanumeric designations associated therewith and all registrations for any of the foregoing, and all and social media accounts (collectively, “Domain Names”); (f) intellectual property rights arising from software and other technology; (g) rights of privacy and publicity; and (h) any and all similar, corresponding or equivalent intellectual property

or proprietary rights arising under the Laws of any jurisdiction throughout the world or pursuant to any international convention.

“IRS” means the Internal Revenue Service.

“IT Systems” means all information technology, computer systems and communications systems, computers, hardware, software, applications, databases, websites, and other equipment owned, operated, leased or licensed by the Sellers used to process, store, maintain, or operate data, information or functions used in connection with or in the operation of the Business.

“Knowledge of Seller” means the actual knowledge of Bob Kibbe, Christine Barringer and Tom Russo, in each case, after (a) reasonable investigation of Sellers’ written and electronic records readily available to such individual, and (b) reasonable inquiry of such persons’ direct reports who would reasonably be expected to have knowledge of the event, condition, circumstance, act or other matter in question.

“Law” means any federal, state, local, municipal, foreign, international, multinational, or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute or treaty (including the Bankruptcy Code).

“Liability” means any liability, debt, obligation, Tax, penalty, fine, damage, claim, assessment, amount to be paid in settlement, judgment or other loss, cost or expense of any kind or nature whatsoever, whether asserted or unasserted, absolute or contingent, known or unknown, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due.

“Licensed Intellectual Property” means all Intellectual Property that is used, practiced or held for use or practice by Sellers for the Business except for any Owned Intellectual Property.

“Lien” means all liens, pledges, hypothecations, security interests, deeds of trust, mortgages and other possessory interests, conditional sale or other title retention agreements, lease or sublease in the nature thereof, the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction, assessments, easements, rights-of-way, restrictions, rights of offer, rights of first refusal, servitude, preference, priority, matter of record, encroachments, licenses, privileges, charges of any kind (including any agreement to grant any of the foregoing), and other burdens, encumbrances, or interests of any kind to the maximum extent permitted pursuant to sections 363(f) and 1141(c) of the Bankruptcy Code.

“Liens, Claims, and Interests” shall have the meaning set forth in the Sale Order.

“Marketing Material” means customary bank books (including a customary “public” and “private side” version), information or offering memoranda, rating agency presentations and other information packages regarding the Business, operations and financial condition and prospects of the Purchased Assets and Assumed Liabilities, including pro forma financial statements and all information relating to the transactions contemplated hereunder.

“Material Adverse Effect” means any effect, event, change, fact, occurrence, circumstance or development, individually or in the aggregate, that would reasonably be expected to be, or has been, materially adverse to the condition (financial or otherwise), results of operations, assets,

Liabilities, of Sellers or the Business taken as a whole or that would materially impair the ability of Sellers to perform their obligations under this Agreement or the Ancillary Documents or to consummate the transactions contemplated hereby; *provided, however*, that “Material Adverse Effect” shall not include any event, occurrence, fact, condition, or change, directly or indirectly, arising out of or attributable to: (a) general economic or political conditions; (b) conditions generally affecting the industries or markets in which Sellers or the Business operate; (c) any changes in financial, banking, or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates, currency exchange rates or commodities prices; (d) acts of war (whether or not declared), armed hostilities, or terrorism, or the escalation or worsening thereof; (e) any changes in applicable Laws or accounting rules (including GAAP) or the enforcement, implementation or interpretation thereof; (f) any natural or man-made disaster or acts of God, epidemic, pandemic or disease outbreak (including the COVID-19 virus) or any escalation or worsening thereof; (g) any failure of any of Seller to meet any internal or external projections, forecasts or revenue predictions; (h) the execution, delivery, announcement or pendency of this Agreement or the Transactions; (i) compliance with the terms of or the taking of any action required by this Agreement or approved by Purchaser; (j) the effect of any breach, violation or non-performance of any provision of this Agreement by Purchaser or (k) any action taken or statement made by Purchaser or its Affiliates or their respective representatives; except in the case of foregoing clauses (a), (b), (c), (d), and (f), only to the extent such event, occurrence, fact, condition or change has had or would be reasonably expected to have a materially disproportionate impact on Sellers or the Business as a whole compared to other participants engaged in the industry in which Sellers or the Business operate.

“Order” means any award, decision, injunction, judgment, ruling or verdict entered, issued, made or rendered by any Governmental Body or arbitrator.

“Ordinary Course of Business” means the usual and ordinary course of normal day-to-day operations of the Business, consistent (with respect to quantity and frequency) with Sellers’ past custom and practice through the date of this Agreement.

“Outbound IP License” means any grant by any Seller to a third Person of any license, sublicense, right, consent, or covenant not to assert, under or with respect to any Intellectual Property.

“Owned Intellectual Property” means any and all Intellectual Property that is owned or purported to be owned by Sellers and used or held for use in the Business, including all Registered Intellectual Property.

“Permits” means all permits, licenses, authorizations, certificates, franchises, consents and other approvals from any Governmental Body.

“Permitted Liens” means (a) Liens for current Taxes, assessments or other governmental charges not yet due and payable or being contested in good faith by appropriate proceedings and for which adequate reserves have been established on the Financial Statements, (b) landlord’s, mechanics’, carriers’, workers’, repairers’ and other similar Liens arising or incurred in the Ordinary Course of Business for obligations that are not overdue or are being contested in good faith by appropriate proceedings, (c) as to interests in real property (including without limitation

the Assumed Leases), personal property or Intellectual Property, any matters of record or defects or encumbrances to title, easements, rights of way, zoning, planning, building and other similar limitations, restrictions and rights of any Governmental Body to regulate property, that do not, individually or in the aggregate, materially interfere with the conduct of the Business as currently conducted, (d) liens incurred in the Ordinary Course of Business in connection with worker's compensation and unemployment insurance or similar Laws, (e) any Lien to be released on or prior to the Closing by the Seller, (f) any Lien relating to Assumed Liabilities (and, for the avoidance of doubt, excluding any Lien relating to Excluded Liabilities) arising pursuant to, or as a result of, Purchaser's consummation of the Transactions, and (g) any purchase money lien or lien securing any rental payments under any financing or capital lease arrangements.

"Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union or any other entity or Governmental Body.

"Personal Information" means all information in any form or media that identifies, could be used to identify or is otherwise related to an individual person or household (including any current, prospective, or former customer, end user or employee), in addition to any definition for "personal information" or any similar term provided by applicable Law or by Seller in any of its privacy policies, notices or contracts (e.g., "personal data," "personally identifiable information," "consumer health data," "protected health information," "PHI" or "PII").

"Portage Point" means Triple P RTS, LLC.

"Privacy Laws" means any and all applicable Laws, legal requirements, self-regulatory guidelines and binding industry standards governing the Processing of any Personal Information, and all applicable Laws relating to breach notification, the use of biometric identifiers or the use of Personal Information for marketing purposes.

"Privacy Requirements" means all applicable Privacy Laws and all of Sellers' policies, notices, and contractual obligations relating to the Processing of Personal Information.

"Processing" means any operation or set of operations performed on any data, whether or not by automated means, including but not limited to receipt, collection, compilation, use, storage, combination, sharing, safeguarding, disposal, erasure, destruction, disclosure or transfer (including cross-border transfer).

"Product Inventory" means (a) all inventory of the Sellers or the Business, including (i) all Products, spare parts, chemicals, packaging materials or other supplies, that are, in each case, related to the Business and owned, controlled by or used (or held for use) by or on behalf of any of the Sellers, regardless of whether or not they are reflected on the Balance Sheets, whether in transit to or from any of the Sellers, and whether in any of the Real Property, warehouse or distribution facility, held by third parties or otherwise and (ii) all inventory in all open purchase orders with suppliers, distributors, or sourcing agents for Products, but (b) excluding any products or other inventory shipped to third parties prior to the Closing Date in the Ordinary Course of Business and for which title has passed to such third party.

“Products” means any and all products developed, manufactured, marketed or sold by Sellers or the Business, whether work in progress or in final form and including, for the avoidance of doubt, disposable gloves, safety, cleaning, food service and food processing products, and other personal protective equipment.

“Purchased Contracts” means the contracts (as may be amended, supplemented, or otherwise modified after the date hereof prior to assumption and assignment with the consent of the Sellers, the Purchaser, and the contract counterparty) set forth on Schedule 1.1(b), as may be amended by Purchaser. Purchaser shall have the right, by written notice delivered to Sellers at any time during the period from and after the date hereof and until the Closing Date to delete any Contract (including any Lease) from Schedule 1.1(b) (it being understood that any such Contract deleted by Purchaser from such schedule may subsequently be rejected by Sellers in the Bankruptcy Cases). Purchaser shall also have the right by written notice delivered to Sellers at any time during the period from and after the date hereof and until the Closing Date to add any Contract to Schedule 1.1(b); *provided* that such Contract has not been previously rejected in the Bankruptcy Cases. Schedule 1.1(b) also sets forth the estimated amounts (as of the date hereof) of all amounts which Sellers expect will be payable pursuant to Section 365(b) of the Bankruptcy Code on account of the assumption and assignment of any Purchased Contract.

“Purchased Intellectual Property” means all Owned Intellectual Property and all Licensed Intellectual Property.

“R&W Policy” means the representations and warranties insurance policy in favor of Purchaser, providing coverage with respect to the representations and warranties made in this Agreement.

“Reference Date” means June 30, 2020.

“Required Information” means all information with respect to the financial condition of the Purchased Assets and Assumed Liabilities as may be reasonably requested by Purchaser in connection with the preparation of financial statements as are required to be delivered to satisfy a condition precedent under the Debt Financing.

“Restructuring Transaction” means (a) a recapitalization transaction involving, in whole or in part, Sellers and their existing security holders or creditors, (b) any merger, consolidation, share exchange, business combination or other similar transaction with Sellers, (c) any tender offer or exchange offer for 10% or more of the outstanding equity interests of Sellers or any class of Sellers’ debt securities or the filing of a registration statement under the Securities Act of 1933, as amended, in connection therewith, or (d) the acquisition of beneficial ownership or a right to acquire beneficial ownership of, or the formation of any “group” (as defined under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) which beneficially owns or has the right to acquire beneficial ownership of 10% or more of the then outstanding equity interests of Sellers or any class of Sellers’ debt securities or (e) the sale of all or substantially all of the assets of Seller or any of the Purchased Assets.

“Sale Motion” means the motion, in form and substance acceptable to Purchaser, to be filed with the Bankruptcy Court by Sellers seeking (a) approval of the terms and provisions of this



Agreement, (b) authorization for (i) the sale of the Purchased Assets pursuant to Section 363 of the Bankruptcy Code and (ii) the assumption and assignment of the Purchased Assets that are executory contracts pursuant to Section 365 of the Bankruptcy Code and (c) any other provisions acceptable to Purchaser.

“Sale Order” means the order of the Bankruptcy Court, in form and substance acceptable to Purchaser, granting the relief requested in the Sale Motion and authorizing the sale of the Purchased Assets pursuant to Section 363 of the Bankruptcy Code and the assumption and assignment of the Purchased Assets that are executory contracts pursuant to Section 365 of the Bankruptcy Code, free and clear of all Liens and Liens, Claims, and Interests, and as more fully described in Section 7.4, substantially in the form attached hereto as Exhibit D.

“Seller Bank Accounts” means those two bank accounts numbered (a) 756025570 and (b) 756025562, each held at JP Morgan Chase.

“Seller Expenses” means, without duplication, and to the extent unpaid as of immediately prior to the Closing, the aggregate amount of Liabilities incurred or subject to reimbursement by Sellers in connection with the negotiation and consummation of the Transactions, including (a) the fees and expenses of any brokers, finders, consultants, agents, attorneys, data room providers and other advisors or service providers, (b) any fees and expenses incurred by any of the Sellers in connection with the Bankruptcy Cases and the related restructuring, and (c) the amount of deferred compensation and accrued or deferred bonuses and benefits (including paid sick/leave/vacation) of Sellers or the Business, stay bonuses, sales bonuses, transaction bonuses, change of control payments, severance payments, retention payments or other payments, and the amount of the employer’s portion of any employment, payroll, unemployment, or social security Taxes with respect to the amounts set forth in this clause (c) of this definition and any other compensatory amounts payable hereunder (“Compensatory Amounts”).

“Seller Plan” means each “employee benefit plan” (within the meaning of Section 3(3) of ERISA), and each employment, individual consulting, equity, equity-based or cash incentive, severance, separation, termination, change-in-control, retention, transaction, “stay,” deferred compensation, retirement, health, welfare and fringe benefit, paid time off or similar plan, program, policy or agreement, sponsored, maintained, contributed to, or required to be sponsored, maintained or contributed to, by Sellers, or as to which Sellers have any Liability on behalf of any current or former employees of the Business.

“Sellers Closing Certificate” means that certain closing certificate, dated as of the Closing Date, in the form of Exhibit E attached hereto.

“Subsidiary” means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at any time directly or indirectly owned by such Person.

“Tax” or “Taxes” means (i) any and all federal, state, local or foreign taxes, charges, fees, imposts, levies or other assessments, including, without limitation, all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock,

license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property, escheat, unclaimed property and estimated taxes, customs duties, fees, assessments and charges of any kind whatsoever, (ii) all interest, penalties, fines, additions to tax or additional amounts imposed by any Taxing Authority in connection with any item described in clause (i), and (iii) any Liability in respect of any items described in clauses (i) and/or (ii) payable by reason of contract, assumption, transferee liability, operation of law, Treasury Regulations Section 1.1502-6(a) (or any predecessor or successor thereof or any analogous or similar provision under law) or otherwise.

“Tax Return” means any return, report or statement required to be filed with respect to any Tax (including any attachments thereto, and any amendment thereof) including, but not limited to, any information return, claim for refund, amended return or declaration of estimated Tax, and including, where permitted or required, combined, consolidated or unitary returns for any group of entities that includes Seller or any of its Affiliates.

“Taxing Authority” means the U.S. Internal Revenue Service and any other Governmental Body responsible for the administration of any Tax.

“Term Loan Credit Agreement” means that certain Term Loan Credit Agreement by and among SSE Intermediate, Inc., SSE Buyer, Inc., the several lenders from time to time parties thereto, and Ares Capital Corporation, as administrative agent and collateral agent (the “Term Loan Agent”), dated as of June 30, 2020 and amended as of December 5, 2022.

“Term Loan Documents” shall mean the Term Loan Credit Agreement, together with the Loan Documents (as defined in the Term Loan Credit Agreement) related thereto.

“Transactions” means the transactions contemplated by this Agreement and the Ancillary Documents.

“Treasury Regulations” means the Treasury regulations promulgated under the Code.

“WARN” means the Worker Adjustment and Retraining Notification Act of 1988, as amended, and any similar foreign, provincial, state or local Law.

“Wind-Up End Date” shall mean the date after the Closing Date on which the Bankruptcy Cases are dismissed, converted to a case under Chapter 7, or closed pursuant to Section 350 of the Bankruptcy Code.

1.2 Terms Defined Elsewhere in this Agreement. For purposes of this Agreement, the following terms have meanings set forth in the sections indicated:

<u>Term</u>	<u>Section</u>
Alternative Transaction	7.2
Annual Financial Statements	5.3(a)
Asset Acquisition Statement	11.2
Assumed Liabilities	3.1
Audited Financial Statements	5.3(a)

<u>Term</u>	<u>Section</u>
Balance Sheet Date	5.3(a)
Bankruptcy Cases	Recitals
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Closing	4.1
Closing Date	4.1
Confidential Information	8.5(c)
Copyrights	1.1 (in Owned Intellectual Property definition)
Cure Amounts	2.6
Designee	12.5
DIP Borrower	Recitals
Excluded Assets	2.2
Excluded Employee	9.1(b)
Excluded Liabilities	2.5
Financial Statements	5.3(a)
FLSA	5.16(a)
Interim Financial Statements	5.3(a)
Key Customers	5.25(a)
Key Vendors	5.25(b)
Lease	5.12(b)
Leased Real Property	5.12(b)
Marks	1.1 (in Owned Intellectual Property definition)
Material Contract	5.15(a)
Party Affiliate	12.13
Patents	1.1 (in Owned Intellectual Property definition)
Personal Property Lease	5.15(a)(i)
Purchase Price	3.1
Purchased Assets	2.1
Purchaser	Recitals
Purchaser Plans	9.3(b)
Purchaser Released Persons	12.10(a)
Registered Intellectual Property	5.18(a)
Revised Statements	11.2
Seller	Recitals
Seller Marks	8.8
Sellers Released Persons	12.10(b)
SSE Intermediate	5.3(a)
Termination Date	4.4(a)
Trade Secrets	1.1 (in Owned Intellectual Property definition)
Transferred Employees	9.1(a)
Transition Services Agreement	8.16(a)

## ARTICLE II

### PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall purchase, acquire and accept from Sellers, and Sellers shall sell, transfer, assign, convey and deliver to Purchaser or the Designee, all of Sellers' right, title and interest in, to and under the Purchased Assets, free and clear of any and all Liens and Liens, Claims, and Interests to the extent permissible under Section 363(f) of the Bankruptcy Code other than Permitted Liens. "Purchased Assets" shall mean all of the Business, assets, properties, contractual rights, goodwill, going concern value, rights and claims of Sellers related to the Business, wherever situated and of whatever kind and nature, real or personal, tangible or intangible, whether or not reflected on the books and records of Sellers (other than the Excluded Assets), including each of the following assets (but excluding any such assets included in Excluded Assets):

- (a) the Seller Bank Accounts;
- (b) all cash deposited into any bank accounts of Seller or the Business after the Closing;
- (c) all Avoidance Actions and all of the rights, claims or causes of action of the Sellers of any kind, including those available under the Bankruptcy Code, against any officer, director, employee, manager or Affiliate of, or lender to, any Seller or any of their respective Affiliates (and the proceeds of any insurance policies related to any such rights, claims, or causes of action) arising at any time prior to the Closing, which such Avoidance Actions, rights, claims, and causes of action, shall be, and effective immediately upon Closing hereby are, waived and released in full immediately upon Closing;
- (d) all payments, deposits (including customer deposits and security deposits for rent, electricity, telephone or otherwise), Accounts Receivable, royalties, credits, and prepaid charges and expenses of Sellers or the Business from whatever source paid, other than any deposits or prepaid charges and expenses paid in connection with or relating to any Excluded Assets or Excluded Liabilities;
- (e) all Product Inventory, but excluding those items described in Section 2.2(i);
- (f) all Assumed Leases, including all rights of Sellers under each Assumed Lease, together with all improvements, fixtures and other appurtenances thereto and rights in respect thereof;
- (g) all items of tangible personal property (except as sold or disposed of subsequent to the date thereof in the Ordinary Course of Business) of Seller or the Business, including, for the avoidance of doubt, all machinery, furniture, equipment, fixtures, furnishings, tools and vehicles;
- (h) the Purchased Intellectual Property;
- (i) all Purchased Contracts, including all rights of Sellers or the Business under the Purchased Contracts;

(j) all Documents that are used in, held for use in or intended to be used in, or that arise out of, the Business, including Documents relating to products, services, marketing, advertising, promotional materials, Owned Intellectual Property, personnel files for Transferred Employees and all files, customer files and documents (including credit information), supplier lists, records, literature and correspondence, but excluding personnel files for employees of Sellers who are not Transferred Employees (each to the extent permitted under applicable Law, including the Privacy Requirements);

(k) all Permits used by Sellers in the operation of the Business, to the extent assignable;

(l) all insurance proceeds in respect of any Purchased Assets (including, for the avoidance of doubt, any third party and casualty proceeds);

(m) all rights of Sellers or the Business under non-disclosure or confidentiality, non-compete, or non-solicitation agreements with employees and agents of Sellers or with third parties to the extent relating to the Business or the Purchased Assets (or any portion thereof);

(n) all rights of Sellers or the Business under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent relating to products or services provided to Sellers or the Business or to the extent relating to the Purchased Assets;

(o) all express consents obtained by Sellers under applicable Privacy Law from any person to (i) send or cause to be sent an electronic message to such person or (ii) alter or cause to be altered the transmission data in an electronic message so that the message is delivered to a destination other than or in addition to that specified by such person, in each case, except to the extent related to the Excluded Assets;

(p) all rights, claims, or causes of action which Sellers or the Business may have against any Person with respect to the Purchased Assets;

(q) all rights to any Tax refunds or credits arising as a result of the operation of the Business, other than the employee retention tax credits described in Section 2.2(d);

(r) [reserved];

(s) all goodwill and other intangible assets associated with Sellers or the Business to the extent not related to the Excluded Assets, including customer and supplier lists and the goodwill associated with the Owned Intellectual Property;

(t) all IT Systems not related to the Excluded Assets, to the extent assignable;

(u) all Excess Cash; and

(v) those items set forth on Schedule 2.1(v).

2.2 Excluded Assets. Nothing herein contained shall be deemed to transfer, assign or convey the Excluded Assets to Purchaser or the Designee, and Sellers shall retain all right, title and interest to, in and under the Excluded Assets. “Excluded Assets” shall mean each of the following assets:

- (a) any amounts (including the Purchase Price) paid or payable to Sellers pursuant to this Agreement or any other Ancillary Document;
- (b) the Excluded Contracts;
- (c) all Leases which are not Assumed Leases;
- (d) all rights to any employee retention tax credits arising as a result of the operation of the Business prior to Closing;
- (e) any Seller Plan;
- (f) the Sellers’ directors and officers liability insurance policies, if any;
- (g) any Purchased Contract (including any Assumed Lease) that cannot be assumed and assigned to Purchaser, as determined by the Bankruptcy Court pursuant to a Final Order;
- (h) all Equity Interests of Seller, including any options, warrants or other securities exchangeable or convertible into Equity Interests of Seller, and all related governance documents;
- (i) all Product Inventory that is classified as pesticides under applicable Law, including, but not limited to, all Bloodborne Pathogen Kits, Bodily Fluid Cleanup Kits, Antimicrobial Microfiber Pads, Antimicrobial Microfiber Towels, and all similar Products manufactured or distributed by or on behalf of the Sellers, including those items set forth on Schedule 2.2(i);
- (j) all bank accounts of Sellers other than the Seller Bank Accounts;
- (k) all assets expressly excluded from the Purchased Assets; and
- (l) those items set forth on Schedule 2.2(l).

2.3 Additional Excluded Assets.

(a) Notwithstanding any other provision of this Agreement to the contrary, at any time prior to the Closing, Purchaser will have the right, in its sole and absolute discretion, to provide written notice to the Sellers of Purchaser’s election to designate any right, property, interest or other asset (or portion thereof) as an Excluded Asset (including any such asset that was immediately prior to such designation a Purchased Asset).

(b) To the extent that Purchaser makes a valid designation with respect to any asset pursuant to Section 2.3(a), the applicable Exhibits and Schedules to this Agreement will be deemed to have automatically been updated (without action of any Party or Person) to reflect such designation.

(c) If Purchaser exercises its rights pursuant to Section 2.3(a), to designate an asset as an Excluded Asset, then the Parties acknowledge and agree that there will be no reduction of the Credit Bid as a result of such designation or change in designation, nor will there be any delay to the Closing.

2.4 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing Purchaser or the Designee shall assume, effective as of the Closing, the following Liabilities of Seller (collectively, the “Assumed Liabilities”):

(a) all Liabilities of Sellers under the Purchased Contracts to the extent that any such Liabilities: (i) arise from facts, circumstances, events or obligations to be performed after the Closing; (ii) do not arise from a breach, violation or default of such Purchased Contract by Sellers or the Business prior to the Closing; (iii) are not required to be performed prior to the Closing; or (iv) relate to any amounts included in Section 2.1(c);

(b) all Liabilities under the Assumed Leases, solely to the extent such Liabilities are related to the post-Closing period;

(c) Liabilities expressly assumed by Purchaser under this Agreement;

(d) any Cure Amount in excess of \$100,000;

(e) all Liabilities to the extent resulting from the conduct of the Business by Purchaser or its Affiliates after the Closing;

(f) those items set forth on Schedule 2.4(f); and

(g) Liabilities that are set forth on Schedule 2.4(g), which such schedule shall be delivered by Purchaser to the Sellers no later than twenty-four (24) hours before the Closing.

2.5 Excluded Liabilities. Notwithstanding anything in this Agreement to the contrary, Purchaser and the Designee shall not assume, and shall be deemed not to have assumed, any Liabilities relating to the Business or Sellers or any Affiliate of Sellers except as expressly provided in Section 2.4, and Sellers and their Affiliates shall be solely and exclusively liable with respect to all such Liabilities, other than the Assumed Liabilities (collectively, the “Excluded Liabilities”), including those Liabilities set forth below:

(a) all Liabilities incurred prior to the Closing Date or that relate to or arise in connection with the operation of the Business or Sellers prior to the Closing Date, other than as set forth in Section Error! Reference source not found.;

(b) all Liabilities relating to the Excluded Assets (including the Excluded Contracts) to the extent designated as such as of the date of this Agreement;

(c) all Liabilities arising out of, relating to or with respect to (i) the employment or performance of services, or termination of employment or services by Sellers or any of their Affiliates of any individual on or before the Closing Date, (ii) workers' compensation claims against Sellers related to the Business that relate to the period on or before the Closing Date, irrespective of whether such claims are made prior to or after the Closing, (iii) WARN, irrespective of whether such Liabilities arise prior to or after the Closing and insofar as such Liabilities under WARN relate to employees of any Seller which are not employed by Purchaser on or after the Closing; or (iv) any Seller Plan;

(d) all Liabilities arising out of, under or in connection with Contracts that are not Purchased Contracts and, with respect to Purchased Contracts, Liabilities in respect of a breach by or default of Sellers or the Business accruing under such Contracts with respect to any period prior to Closing;

(e) all Cure Amounts up to \$100,000;

(f) all Liabilities arising out of, under or in connection with any indebtedness of Sellers or the Business;

(g) all Liabilities for (i) Transfer Taxes, (ii) Taxes of Sellers, (iii) Taxes that relate to the Purchased Assets or the Assumed Liabilities for taxable periods (or portions thereof) ending on or before the Closing Date, including Taxes allocable to Sellers or the Business pursuant to Sections 11.1 and 11.2, and (iv) payments under any Tax allocation, sharing or similar agreement (whether oral or written);

(h) all Liabilities in respect of any pending or threatened Action, or any claim arising out of, relating to or otherwise in respect of (i) the operation of the Business to the extent such Action or claim relates to such operation on or prior to the Closing Date, (ii) any Excluded Asset or (iii) any Product Inventory or Product distributed or sold by or on behalf of the Business prior to the Closing Date;

(i) all Liabilities relating to or arising under any hedging or swap agreements of Sellers or the Business;

(j) any Liability with respect to Seller Expenses;

(k) all Environmental Costs and Liabilities, to the extent arising out of or otherwise related to (A) the ownership or operation by Sellers of the Leases (or any condition thereon) on or prior to the Closing Date (including (x) the release or continuing release (if existing as of the Closing) of any Hazardous Substance, regardless of by whom or (y) any noncompliance with Environmental Laws), (B) the operation of the Business on or prior to the Closing Date, (C) the Excluded Assets or any other real property formerly owned, operated, leased or otherwise used by Sellers or (D) from offsite transportation, storage disposal, treatment or recycling of Hazardous Substances generated by and taken offsite by or on behalf of Sellers prior to and through the Closing Date;

(l) all Liabilities relating to amounts required to be paid by Sellers hereunder;



(m) all accrued management fees;

(n) all Liabilities to the extent arising out of or otherwise related to any failure of the Business or any Product or any Product Inventory, to comply with the Federal Insecticide, Fungicide and Rodenticide Act or similar state or foreign Law on or prior to the Closing Date regardless of when such non-compliance becomes the subject of an enforcement Action, product recall, or third-party claim;

(o) all Liabilities relating to the balance deferred or unpaid of the purchase price of any property, assets, securities or services (including all Tax-related payments, seller notes, any earnout or similar contingent obligation and purchase price holdbacks (including purchase price settlement), in each case, calculated as the maximum amount payable under or pursuant to such obligation) of Sellers or the Business;

(p) all Liabilities by which a Seller or any of its Affiliates assures a creditor or other party against loss (including obligations in respect of letters of credit, performance bonds, bankers acceptances, indemnities or similar obligations);

(q) all Liabilities in respect of all obligations under leases of Sellers or the Business which have been or must be recorded as capital or finance leases in the Financial Statements or in accordance with GAAP;

(r) all Liabilities in respect of payables to, and other Liabilities of, any director, officer, manager, equityholder, employee or Affiliate of Sellers or the Business, or any immediate family member of such Person, in each case, unrelated to the operation of the Business, including any personal credit card expenses (non-business related) of employees; and

(s) those items set forth on Schedule 2.5(s).

2.6 Cure Amounts. At Closing and pursuant to Section 365 of the Bankruptcy Code, Sellers shall assume and assign to Purchaser or the Designee the Purchased Contracts, including the Assumed Leases. The cure amounts, as determined by the Bankruptcy Court, if any (the “Cure Amounts”), necessary to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Purchased Contracts and Assumed Leases, shall be paid by (i) Sellers up to \$100,000 and (ii) Purchaser for any Cure Amount in excess of \$100,000, on or before Closing.

2.7 Bulk Sales Law. Pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets shall be free and clear of any Liens, Claims, and Interests, including any Liens, Claims, and Interests arising out of the bulk transfer laws, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order.

2.8 Withholding. The Parties (or any other Person that has any withholding obligation with respect to any payment made pursuant to this Agreement) shall be entitled to deduct and withhold from any amount payable pursuant to this Agreement such amounts as such Person determines in good faith are required by Law. To the extent such amounts are so deducted or withheld, such amounts shall be treated for all purposes under this Agreement as having been paid to the Person to whom such amounts would otherwise have been paid. The Parties will use

commercially reasonable efforts to minimize withholding and to provide two (2) Business Days advance notice to the Person in respect of whom such deduction or withholding will be made.

### ARTICLE III

#### CONSIDERATION

3.1 Consideration. The aggregate consideration for the Purchased Assets shall be (a) the assumption of the Assumed Liabilities and (b) the Credit Bid ((a) and (b) collectively, the “Purchase Price”); *provided, however*, that Purchaser reserves the right, in its sole discretion, to increase the Purchase Price (including any component thereof), subject to the Bidding Procedures Order and applicable Law.

### ARTICLE IV

#### CLOSING AND TERMINATION

4.1 Closing Date. Subject to the satisfaction of the conditions set forth in Sections 10.1, 10.2 and 10.3 hereof (or the waiver thereof by the Party entitled to waive that condition), the closing of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities provided for in Article II hereof (the “Closing”) shall take place remotely via the exchange of electronic documents and signatures by electronic mail on a date to be specified by the Parties, which date shall be no later than the second Business Day after satisfaction or waiver of the conditions set forth in Article X (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), unless another time or date, or both, are agreed to in writing by the Parties hereto. The date on which the Closing shall be held is referred to in this Agreement as the “Closing Date.” For purposes of this Agreement, from and after the Closing, the Closing shall be deemed to have occurred at 12:01 am (prevailing Eastern Time) on the Closing Date.

4.2 Deliveries by Sellers. At the Closing, Sellers shall deliver to Purchaser or the Designee, as directed by Purchaser:

(a) a duly executed Bill of Sale and Assignment and Assumption Agreement in the form of Exhibit A hereto;

(b) duly executed assignments of the Registered Intellectual Property, in a form suitable for recording in the U.S. patent or trademark office, as applicable, and general assignments of all other Owned Intellectual Property in the form attached hereto as Exhibit B (collectively, the “IP Assignment Agreements”);

(c) the authorizing resolutions adopted by the board of managers, board of directors, or other applicable governing body of each Seller authorizing this Agreement, each other Ancillary Document to which such Seller is a party and the consummation of the Transactions;

(d) duly completed and executed IRS Form W-9 for each Seller;

(e) an assignment of all Assumed Leases, but solely to the extent such assignment is not effected pursuant to the Sale Order;

(f) a certified copy of the Sale Order;

(g) the officer's certificates required to be delivered pursuant to Sections 10.1(a) and 10.1(b);

(h) to the extent Purchaser and Sellers agree to the Transition Services Agreement within three (3) weeks from the date hereof pursuant to Section 8.16(a), a copy of the Transition Services Agreement, in substantially the form agreed to by Purchaser and Sellers, duly executed by Sellers.

4.3 Deliveries by Purchaser. At the Closing, Purchaser shall deliver to Sellers:

(a) a duly executed Bill of Sale and Assignment and Assumption Agreement in the form of Exhibit A hereto, executed by Purchaser or the Designee;

(b) the authorizing resolutions adopted by the board of managers, board of directors, or other applicable governing body of Purchaser authorizing this Agreement, each other Ancillary Document to which such Purchaser is a party and the consummation of the Transactions; and

(c) the officer's certificates required to be delivered pursuant to Sections 10.2(a) and 10.2(b); and

(d) to the extent Purchaser and Sellers agree to the Transition Services Agreement within three (3) weeks from the date hereof pursuant to Section 8.16(a), a copy of the Transition Services Agreement, in substantially the form agreed to by Purchaser and Sellers, duly executed by Purchaser.

4.4 Termination of Agreement. This Agreement may be terminated prior to the Closing as follows:

(a) by either Purchaser or Sellers, if:

(i) the Closing shall not have occurred by the close of business on the seventieth (70<sup>th</sup>) day following the execution of this Agreement (the "Termination Date"); *provided, further*, that if the Closing shall not have occurred on or before the Termination Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Purchaser or Sellers, then the breaching Party may not terminate this Agreement pursuant to this Section 4.4(a);

(ii) there shall be in effect a final nonappealable Order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; it being agreed that the Parties hereto shall promptly appeal any adverse determination which is not nonappealable (and pursue such appeal with reasonable diligence); *provided* that a Party

may not terminate this Agreement pursuant to this Section 4.4(a)(ii) if such Party is in material breach of any of its representations, warranties, covenants or agreements contained herein and such material breach is the primary cause or grounds for such Order; or

(iii) the Bankruptcy Court approves a Restructuring Transaction or an Alternative Transaction to a Person (or group of Persons) other than Purchaser or an Affiliate of Purchaser, provided that no termination under this Section 4.4(a)(iii) shall be effective until the Expense Reimbursement shall have been paid to Purchaser;

(b) by mutual written consent of Sellers and Purchaser;

(c) by Purchaser, if:

(i) the Bankruptcy Cases are (A) converted to cases under chapter 7 of the Bankruptcy Code or (B) dismissed prior to the Closing;

(ii) a trustee or examiner is appointed under section 1104 of the Bankruptcy Code;

(iii) the Bidding Procedures Order (including the provisions set forth in Section 7.2 hereof) or the Sale Order is modified in any material respect or in any respect adverse to Purchaser without the consent of Purchaser;

(iv) any Seller enters into a definitive agreement with respect to an Alternative Transaction;

(v) so long as Purchaser is not in material breach of any of its representations, warranties, covenants or agreements contained herein, there shall be a material breach by any Seller of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 10.1 or 10.3 and which breach cannot be cured or has not been cured by the earlier of (i) ten (10) Business Days after the giving of written notice by Purchaser to such Seller of such breach and (ii) the Termination Date;

(vi) the Expense Reimbursement is not approved by the Bankruptcy Court on or before the date that is thirty (30) days after the Petition Date;

(vii) the Bidding Procedures Order has not been entered by the Bankruptcy Court on or before the date that is thirty (30) days after the Petition Date;

(viii) the Sale Order has not been entered by the Bankruptcy Court within ten (10) days after the hearing to consider the entry of the Sale Order and, as of the time of such termination of this Agreement, the Sale Order has not been entered by the Bankruptcy Court; or

(ix) the DIP Facility is accelerated and the DIP Lender (as defined in the DIP Orders) exercises remedies as set forth in the DIP Credit Agreement and DIP Orders.

(d) so long as Sellers are not in material breach of any of their representations, warranties, covenants or agreements contained herein, by Sellers, if there shall be a material breach by Purchaser of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 10.2 or 10.3 and which breach cannot be cured or has not been cured by the earlier of (i) ten (10) Business Days after the giving of written notice by Sellers to Purchaser of such breach and (ii) the Termination Date.

4.5 Procedure Upon Termination. This Agreement shall in no event terminate with respect to Sellers unless and until any and all amounts payable to Purchaser pursuant to Section 7.1 in connection with such proposed termination shall have been paid in full to Purchaser. In the event of termination and abandonment by Purchaser or Sellers, or both, pursuant to Section 4.4, written notice thereof shall forthwith be given to the other Party or Parties, and this Agreement shall terminate, and the purchase of the Purchased Assets hereunder shall be abandoned, without further action by Purchaser or Sellers. If this Agreement is terminated as provided herein each Party shall redeliver all documents, work papers and other material of any other Party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the Party furnishing the same.

4.6 Effect of Termination. In the event that this Agreement is validly terminated as provided herein, then each of the Parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without Liability to Purchaser or Sellers; *provided, however*, that the obligations of the Parties set forth in Article XII and Sections 4.5, 4.6, and 7.1 hereof shall survive any such termination and shall be enforceable hereunder; *provided, further, however*, that nothing in this Section 4.6 shall relieve Purchaser or Seller of any Liability for a breach of this Agreement or any Fraud, willful misconduct or criminal acts prior to the effective date of such termination.

## ARTICLE V

### REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the disclosure schedules delivered by Sellers to Purchaser (the "Disclosure Schedule"), Sellers hereby make the representations and warranties contained in this Article V to Purchaser.

#### 5.1 Organization, Good Standing and Authority.

(a) Each Seller is (i) a corporation or limited liability company duly organized, validly existing and in good standing under the laws of its respective state of organization and (ii) has all requisite power and authority to own, lease and operate its assets and properties and to carry on the Business as currently being conducted by it.

(b) Sellers are duly qualified to conduct the Business as currently conducted in each jurisdiction in which the character or location of the property owned, leased or operated by it or the nature of its business makes such qualification necessary and each other jurisdiction in which the conduct of the Business or the ownership of its properties requires such qualification or

authorization, except where the failure to be so qualified, would not have a Material Adverse Effect. Copies of the articles or certificates of incorporation or formation and the by-laws or operating or limited liability company agreement, as applicable, of Sellers, in effect of the date hereof, have been provided to Purchaser and reflect all amendments made thereto and are true, correct and complete in all material respects.

(c) The Sellers have all requisite power and authority to execute and deliver this Agreement and each of the Ancillary Documents to which each Seller is a Party and, subject to obtaining Bankruptcy Court approval pursuant to the Sale Order, to perform their obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance by Sellers of this Agreement and each of the Ancillary Documents to which a Seller is a party, and the consummation by Sellers of the Transactions have been duly authorized and approved by all requisite corporate or other action on the part of such Seller and no other action or action on the part of Sellers or their equityholders is necessary to authorize the execution, delivery and performance by Sellers of this Agreement or any of the Ancillary Documents to which Sellers are a party, and the consummation by the Sellers of the Transactions. This Agreement has been, and each of the Ancillary Documents will be at or prior to the date hereof or the Closing, as applicable, duly executed and delivered by Sellers, and, assuming the due execution and delivery of this Agreement and each of the Ancillary Documents (as applicable) by the other Persons that are a party hereto or thereto, following the approval of this Agreement and the transactions contemplated hereby by the Bankruptcy Court pursuant to the Sale Order, constitutes, and each of the Ancillary Documents when so executed and delivered will constitute, valid and binding obligations of Sellers enforceable against Sellers in accordance with their terms, except (i) to the extent that such enforceability may be subject to, and limited by, applicable bankruptcy, insolvency, reorganization, moratorium, receivership and other Laws affecting the enforcement of creditors' rights generally, and (ii) that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding thereof may be brought.

(d) Impact Products and Safety Zone are the only Subsidiaries of the Company. Neither Impact Products nor Safety Zone has any Subsidiaries. With the exception of the Company's interests in Impact Products and Safety Zone, Sellers do not, directly or indirectly, own, and have never owned, any equity, partnership, membership or similar interest in, or any interest convertible into, exercisable for the purchase of or exchangeable for any such equity, partnership, membership or similar interest, and are not under any current or prospective obligation to form or participate in, provide funds to, make any loan, capital contribution or other investment in, or assume any Liability of, any Person.

## 5.2 No Conflict; Required Filings and Consents .

(a) Except as a result of the Bankruptcy Cases and subject to the Bidding Procedures Order and Sale Order having been entered and still being in effect and except as set forth in Section 5.2(a) of the Disclosure Schedule, the execution and delivery by Sellers of this Agreement or the Ancillary Documents, the consummation of the Transactions, or compliance by Sellers with any of the provisions hereof or thereof will not:

(i) result in a violation or breach of (with or without due notice or lapse of time or both), give rise to any right of termination, cancellation, modification or acceleration under, or require the consent of any third party to any Company Permit included in the Purchased Assets,

(ii) conflict with or violate the certificate of formation and operating agreement or comparable organizational documents of Sellers,

(iii) result in the imposition or creation of any Lien (other than Permitted Liens) on the Purchased Assets,

(iv) result in a violation or breach of any Order applicable to Sellers or any of the Purchased Assets, or

(v) result in a violation or breach of any applicable Law; excluding, in the case of clause (i) and clauses (iii) through (v) of this Section 5.2(a), such consents, approvals, notices, violations, breaches, defaults, rights of acceleration, cancellation, modification or termination, and Liens (other than Permitted Liens) which would not, individually or in the aggregate, have a Material Adverse Effect.

(b) Other than in connection with the commencement of the Bankruptcy Cases, and subject to the Bidding Procedures Order and Sale Order having been entered and still being in effect, no consent, waiver, approval, Order, or authorization of, or declaration or filing with, or notification to, any Governmental Body is required on the part of Sellers in connection with the execution and delivery of this Agreement or the Ancillary Documents, the compliance by Sellers with any of the provisions hereof or thereof, the consummation of the Transactions or the taking by Sellers of any other action contemplated hereby, except for compliance with any applicable requirements of the HSR Act and any such consents, waiver, approvals, Orders, authorizations, declarations, filings or notifications which would not, individually or in the aggregate, be material to the Business.

### 5.3 Financial Statements.

(a) Section 5.3(a) of the Disclosure Schedule contains (i) the audited consolidated balance sheets of SSE Intermediate, Inc., a Delaware corporation (“SSE Intermediate”), as of December 31, 2022 and the related audited statements of operations and cash flows for the fiscal years then ended (collectively, the “Audited Financial Statements”), (ii) the unaudited consolidated balance sheet of SSE Intermediate as of December 31, 2023 and the related statement of income, cash flow and stockholders’ equity for the fiscal years then ended (the “Annual Financial Statements”) and (iii) the internally prepared consolidated balance sheet as of SSE Intermediate as of April 30, 2024 (the “Balance Sheet” and such date, the “Balance Sheet Date”) and related statement of income and cash flow and stockholders’ equity for the four-month period ended April 30, 2024 (the “Interim Financial Statements” together with the Audited Financial Statements and the Annual Financial Statements, the “Financial Statements”). The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the period involved (except as may be specifically set forth in the notes thereto, and subject, in the case of the Interim Financial Statements, to the absence of footnotes and normal

year-end audit adjustments and to any other adjustments described therein) and fairly present, in all material respects, the consolidated financial position of SSE Intermediate and its Subsidiaries as of the dates thereof and the consolidated results of operations for the periods then ended, in accordance with GAAP (except as may be specifically set forth in the notes thereto, and subject, in the case of the Interim Financial Statements, to the absence of footnotes and normal year-end audit adjustments and to any other adjustments described therein).

(b) There have been no instances of fraud or corporate misappropriation that involve (i) any employee or member of management of Sellers who has a material role in a Seller's system of internal control over financial reporting or (ii) to the Knowledge of Seller any other employee or member of management.

5.4 Accounts Receivable and Payable. All Accounts Receivable of the Sellers reflected on the Balance Sheet have arisen in the Ordinary Course of Business and (a) represent valid obligations of customers of the Sellers arising from bona fide transactions, (b) are not subject to any defenses, counterclaims or rights of setoff other than in the Ordinary Course of Business, and (c) have been billed and are generally due and payable within sixty (60) days after billing. Except as set forth in of the Section 5.4 of the Disclosure Schedule, the consolidated Accounts Receivable of Sellers, net of any allowances for doubtful accounts and reserves for discounts, returns, spoils, damages, shortages, short pays and promotions, set forth on the Balance Sheets were stated therein in accordance with GAAP applied on a consistent basis throughout the periods indicated and present fairly, in all material respects, the consolidated Accounts Receivable of Sellers as of the respective dates thereof. All accounts payable of the Sellers reflected on the Balance Sheets have arisen in the Ordinary Course of Business

5.5 Title to Purchased Assets.

(a) Subject to Bankruptcy Court approval, entry of the Bidding Procedures Order and Sale Order and assumption by Seller and assignment to Purchaser of the Purchased Contracts and Assumed Leases in accordance with applicable Law (including satisfaction of any Cure Payments pursuant to Section 2.6 hereof), Sellers have title to, or a valid leasehold interest in or all rights to use, the Purchased Assets, free and clear of all Liens, other than Permitted Liens and, at the Closing, Sellers shall convey good and marketable title to, or valid leasehold interest in, all of the Purchased Assets, free and clear of all Liens and Liens, Claims, and Interests other than Permitted Liens, to the fullest extent possible permitted under section 363(f) of the Bankruptcy Code and subject to the rights of licensees under section 365(n) of the Bankruptcy Code.

(b) The Purchased Assets are in good repair and operating condition, ordinary wear and tear excepted.

5.6 Absence of Certain Changes. Except for the solicitation of, discussions and negotiations with, presentations and provision of other due diligence to and similar engagement with other potential bidders for the Business, the negotiation and execution of this Agreement, the preparation and commencement of the Bankruptcy Case or as otherwise set forth in Section 5.6 of the Disclosure Schedule, since the Balance Sheet Date until the date hereof, (i) Sellers have conducted the Business in the Ordinary Course of Business in all material respects and (ii) there



has not occurred a Material Adverse Effect. Without limiting the generality of the foregoing, except for the solicitation of, discussions and negotiations with, presentations and provision of other due diligence to and similar engagement with other potential bidders for the Business, the negotiation and execution of this Agreement, the preparation and commencement of the Bankruptcy Case or as otherwise set forth in Section 5.6 of the Disclosure Schedule, since the Balance Sheet Date:

(a) there has not been any damage, destruction or loss, whether or not covered by insurance, with respect to the Purchased Assets (other than damages or losses to inventory arising in the Ordinary Course of Business) having a replacement cost of more than \$25,000 for any single loss or \$100,000 for all such losses;

(b) except as set forth on Section 5.17(a) of the Disclosure Schedule, Sellers have not awarded or paid any bonuses to employees of Sellers with respect to the fiscal year ended December 31, 2023, except to the extent accrued on the Balance Sheets, or entered into any employment, bonus, severance or similar agreement (nor amended any such agreement) with, or agreed to increase the compensation payable or to become payable by it to, any employee, or entered into or materially amended any Seller Plan;

(c) neither Sellers nor the Business have sold, assigned or transferred any portion of the Purchased Assets other than in the Ordinary Course of Business;

(d) Sellers have not negotiated, modified, extended, or entered into any collective bargaining agreement or recognized or certified any labor union, labor organization, works council, or group of employees as the bargaining representative for any employees;

(e) Sellers have not hired, engaged or terminated (without cause) the employment of any employee or independent contractor with annual compensation in excess of \$150,000;

(f) Sellers have not declared, set aside, or paid any dividend or made any distribution with respect to its capital stock, redeemed, purchased, or otherwise acquired any of its capital stock, or repaid any of its indebtedness for borrowed money (other than pursuant to scheduled payments);

(g) neither Sellers nor the Business have released, assigned, compromised, settled or agreed to settle any Action with any customer or vendor;

(h) there has not been any change by Sellers or the Business in accounting or Tax reporting principles, methods or policies;

(i) neither Sellers nor the Business have made or rescinded any election relating to Taxes, settled or compromised any claim, Action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes, or except as may be required by applicable Law, made any change to any of its methods of reporting income or deductions for federal income tax purposes from those employed in the preparation of its most recently filed federal income Tax Return;

(j) neither Sellers nor the Business have made any capital investment in, any loan to, or any acquisition of the securities or assets of, any other Person;

(k) [reserved];

(l) neither Sellers nor the Business have canceled, compromised, relinquished, waived or released any debt owed to it, claim or right except in the Ordinary Course of Business and which, in the aggregate, would not be material to Sellers and any of their Subsidiaries taken as a whole;

(m) neither Sellers nor the Business made or committed to make any capital expenditures in excess of \$25,000 individually or \$50,000 in the aggregate which have not been paid;

(n) [reserved];

(o) Sellers have not made any loan to, or entered into any other transaction with, any of their shareholders, Affiliates, officers or employees, except for any advances made to employees in the Ordinary Course of Business; or

(p) Neither Sellers nor the Business have agreed, in writing or otherwise, to take any of the foregoing actions.

#### 5.7 Compliance With Laws; Permits.

(a) Except as disclosed in Section 5.7(a) of the Disclosure Schedule, Sellers are, and have been since the Reference Date, in material compliance with all Laws and Orders applicable to Sellers and the Business. Except as disclosed in Section 5.7(a) of the Disclosure Schedule, Sellers have not, at any time since the Reference Date, received any written, or to the Knowledge of Sellers, verbal notice to the effect that Sellers were not in compliance in all material respects with any Law or Order applicable to Sellers or the Business.

(b) Section 5.7(b) of the Disclosure Schedule sets forth a list of all material Permits required for the operation of the Business (the "Company Permits"), each of which is in full force and effect in all material respects. Sellers (i) have been, since the Reference Date, in material compliance with all Company Permits and (ii) have not, since the Reference Date, received any written, or to the Knowledge of Sellers, verbal notice of any cancellation, suspension, revocation, invalidation or non-renewal of any Company Permit.

(c) Except as disclosed in Section 5.7(c) of the Disclosure Schedule, at all times since the Reference Date, all Products sold or distributed by or on behalf of the Business and Sellers have complied in all material respects with applicable Laws, including the Consumer Product Safety Act; the Federal Hazardous Substances Act; the Poison Prevention Packaging Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Food, Drug and Cosmetic Act; the Flammable Fabrics Act; the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and all similar consumer protection Laws applicable to the products sold by or on behalf of the Business and Sellers. Neither the Sellers nor anyone acting on their behalf has conducted a product recall (whether voluntary or under legal compulsion), field action, product

withdrawal, or similar corrective action regarding the safety or compliance of any Business product. The Sellers possess scientifically reliable information and/or third-party certifications or test results to substantiate any claims regarding the quality, suitability or conformity of the Products and Product Inventory, including their respective ingredients, components, labels and packaging materials.

5.8 Litigation. Other than the Bankruptcy Cases or as set forth on Section 5.8 of the Disclosure Schedule, there is no, and since the Reference Date there has been no, Actions brought by or against any Seller with respect to the Business or any of the Purchased Assets or affecting or otherwise involving the Purchased Assets, and to the Knowledge of Seller, there is no other Action threatened against the Sellers (a) with respect to the Business or any of the Purchased Assets, (b) that would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect or (c) which questions the validity of this Agreement or the Ancillary Documents or the right of the Sellers to enter into them or to consummate the transactions contemplated thereby. Other than the Bankruptcy Cases, Sellers are not subject to any material Order against or affecting the Business or the Purchased Assets.

5.9 Product Liability, Withdrawals.

(a) There has been no Action against or involving the Sellers or concerning any Product manufactured, shipped, sold or delivered by or on behalf of the Sellers relating to or arising from an alleged defect in design, manufacture, materials or workmanship of any such Product or any alleged failure by the Sellers to warn its customers about an aspect of such Product, or any alleged breach of implied warranties or representations of the Sellers with respect to such Product, and, to the Knowledge of Sellers, no such Action has been threatened nor is there any valid basis for any such Action that has had or would reasonably be expected to, individually or in the aggregate, result in the Sellers incurring material Liabilities.

(b) To the Knowledge of Sellers, Sellers do not have any known or threatened Liability arising out of any injury to individuals or property as a result of the ownership, possession, or use of any Product designed, manufactured, maintained, delivered, or sold by or on behalf of the Sellers. To the Knowledge of Sellers, the Company has not committed any act or failed to commit any act, which would result in, and there has been no occurrence which would give rise to or form the basis of, any product Liability or Liability for breach of warranty (whether covered by insurance or not) on the part of the Company with respect to Products designed, manufactured, maintained, delivered, or sold by or on behalf of the Sellers.

(c) There are no, and since the Reference Date there have been no recalls or withdrawals of any Product manufactured, shipped, sold or delivered by or on behalf of the Sellers as part of the Business as conducted by the Sellers or any predecessor thereto, or other similar federal, state or private actions with respect to such Products and, to the Knowledge of Sellers, no facts or circumstances could exist that could reasonably be expected to result in such actions.

5.10 Insurance. Section 5.10 of the Disclosure Schedule sets forth a true and complete list of all policies or contracts providing insurance coverage applicable to Sellers or the Business. Each such insurance policy is in full force and effect as of the date hereof. All premiums due and payable under such policies have been paid, and there are no material defaults under any such

policy by Sellers or, to the Knowledge of Sellers, the applicable insurer. Neither Sellers nor the Business have received any written, or to the Knowledge of Sellers, verbal notice of cancellation relating to any such insurance policies, and there are no material Actions pending under any such insurance policies for which coverage has been denied by the applicable insurance carrier.

5.11 Product Inventory. Except as set forth on Section 5.11 of the Disclosure Schedules, all of the Product Inventory is in good and marketable condition and is usable and of a quality salable in the Ordinary Course of Business (other than damages or losses to inventory arising in the Ordinary Course of Business). Except as set forth on Section 5.11 of the Disclosure Schedule, the consolidated Product Inventory of Sellers that constitute Purchased Assets, net of applicable inventory reserves, set forth on the Balance Sheets and Financial Statements was valued at net realizable value and was properly stated therein in accordance with GAAP applied on a consistent basis throughout the periods indicated in all material respects. Except as set forth on Section 5.11 of the Disclosure Schedule, inventory reserves for obsolete, slow-moving, excess, damaged or otherwise unsaleable and unusable inventory have been reflected on the Balance Sheets in accordance with GAAP applied on a consistent basis throughout the periods indicated in all material respects.

5.12 Real Property; Personal Property.

(a) Sellers do not own any real property.

(b) Section 5.12(b) of the Disclosure Schedule sets forth a true, accurate, and complete list of all leased real property (such real property, the "Leased Real Property") which any Seller as tenant or lessee leases, subleases, licenses, rents or otherwise occupies under any lease, sublease, license or other occupancy agreement as a tenant, subtenant or licensee as of the date of this Agreement. Sellers have provided true and complete copies of each lease for the Leased Real Property (each, a "Lease"), including any guarantees, modifications, amendments, extensions and/or assignments thereto or thereof. Except as disclosed on Section 5.12(b) of the Disclosure Schedule, there are no subleases or similar written agreements granting to any Person other than Sellers the right to use or occupy any Leased Real Property. Except as may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights generally, or subject to general principles of equity, Sellers have a valid, binding and enforceable leasehold interest under the applicable Lease for each of the Leased Real Properties, as applicable, in each case free and clear of all Liens except Permitted Liens. As of the date of this Agreement, (i) Sellers have complied in all material respects with the material terms of all Leases, (ii) all such Leases are in full force and effect, enforceable in accordance with their terms against the Sellers and, to the Knowledge of Sellers, the counterparties thereto, and (iii) no event has occurred and no circumstances exists, which, if not remedied, and whether with or without the passage of time or both would result in a material breach or material default under any Lease. There has been no rent deferred under any Lease due to COVID-19 or otherwise that is currently unpaid or outstanding. To the Knowledge of Sellers, each Leased Real Property is in material compliance with applicable laws, including, without limitation, zoning laws.

(c) Except as set forth on Section 5.12(c) of the Disclosure Schedule, the Sellers have a valid leasehold interest in the Leased Real Property, free and clear of all Liens (other than Permitted Liens). Sellers have good and valid title to, or in the case of leased tangible assets and

other personal property, a valid leasehold interest in, all of the material tangible assets and other personal property that are necessary to conduct the Business as it is conducted on the date hereof, in each case, free and clear of all Liens (other than Permitted Liens). All such material tangible assets and other personal property are in operating condition and repair, normal wear and tear excepted.

(d) The Leased Real Property constitutes all of the real property used, occupied or operated by the Seller. To the Knowledge of Sellers, no portion of the Leased Real Property is subject to any pending or threatened condemnation or other similar proceeding by any Governmental Body.

(e) All of the items of personal property under the Personal Property Leases are in operating condition and repair (ordinary wear and tear excepted) and are suitable for the purposes used, and such property is in all material respects in the condition required of such property by the terms of the Personal Property Lease applicable thereto during the term of such lease. Sellers have delivered or otherwise made available to the Purchaser true, correct and complete copies of the Personal Property Leases, together with all amendments, modifications or supplements thereto.

(f) Each Seller has a valid and enforceable leasehold interest under each of the Personal Property Leases under which it is a lessee, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). Each of the Personal Property Leases is in full force and effect. There is no material default under any Personal Property Lease by the Sellers or, to the Knowledge of Sellers, by any other party thereto, and no event has occurred that with the lapse of time or the giving of notice or both would constitute a material default thereunder. To the Knowledge of Sellers, no party to any of the Personal Property Leases has exercised any termination rights with respect thereto.

5.13 Environmental Matters. (a) Neither Sellers nor the Business have received any written notice that is outstanding or unresolved from any Governmental Body asserting Liability arising from or relating to any Hazardous Substances or Environmental Laws, in each case, with respect to the Purchased Assets; (b) no Governmental Body or Person has commenced or, to Knowledge of Seller, threatened to commence, any Action that is outstanding or unresolved, including any contribution action or other proceeding against Sellers or the Business, asserting non-compliance with or Liability under Environmental Laws in connection with the conduct of the Businesses or the operation of the Purchased Assets by Seller; (c) there has been no release of Hazardous Substances, by Sellers in connection with the operation of the Purchased Assets or the Business, or, to the Knowledge of Seller, by any other party, at any real property currently or formerly owned or operated (including as lessee) by Sellers in connection with the operation of the Business that is reasonably likely to result in material Liability being imposed upon Sellers or the Business; and (d) to the Knowledge of Sellers, since the Reference Date, the Purchased Assets have been and are in compliance with all applicable Environmental Laws in all material respects, which compliance includes obtaining, maintaining and complying with any material Permits required under Environmental Laws to operate the Business or Purchased Assets; (e) to the Knowledge of Sellers, neither the execution of this Agreement nor the consummation of the

transactions contemplated thereby will trigger any filing, reporting, investigation or remedial obligations the Connecticut Transfer Act (Gen. Stat. Ann. § 22a-134 et seq.); and (f) Sellers and the Business have made available to Purchaser copies of all material environmental assessments, studies, audits, analyses or reports relating to any real property currently or formerly owned or operated (including as lessee) in connection with the Business and copies of all material, non-privileged notices or claims related to the Business or Purchased Assets to the extent such are in the possession, custody, or reasonable control of the Sellers or Business.

#### 5.14 Tax Matters.

(a) Except as set forth in Section 5.14(a) of the Disclosure Schedule, (i) all Tax Returns with respect to the Purchase Assets or the Business have been duly and timely filed with the appropriate Taxing Authority in all jurisdictions in which such Tax Returns are required to be filed (after giving effect to any valid extensions of time in which to make such filings), and all such Tax Returns are true, complete and correct in all material respects; and (ii) all Taxes payable with respect to the Purchased Assets or the Business have been fully and timely paid.

(b) All deficiencies asserted or assessments made as a result of any examinations by any Taxing Authority of the Tax Returns related to the Purchased Assets or the Business have been fully paid, and there are no other audits or investigations by any Taxing Authority in progress, nor has any Seller received any notice from any Taxing Authority that it intends to conduct such an audit or investigation related to the Purchased Assets or the Business.

(c) Sellers have made available complete copies of material Tax Returns relating to the Purchased Assets or the Business relating to taxable periods that ended after 2020.

(d) Sellers have complied in all material respects with all applicable Laws relating to the payment and withholding of Taxes with respect to the Purchased Assets or the Business and have duly and timely withheld and paid over to the appropriate Taxing Authorities all such amounts required to be so withheld and paid over under all applicable Laws.

(e) No claim has been made by a Taxing Authority in a particular jurisdiction in which Sellers do not currently file a particular Tax Return or pay a particular Tax with respect to the Purchased Assets or the Business such that Sellers are or may be (i) required to file such particular Tax Return by such jurisdiction or (ii) subject to taxation by such jurisdiction with respect to such particular Tax.

(f) Except as set forth in Section 5.14(f) of the Disclosure Schedule, no agreement, waiver or other document or arrangement extending or having the effect of extending the period for assessment or collection of Taxes with respect to the Purchased Assets or the Business (including, but not limited to, any applicable statute of limitation) or the period for filing any Tax Return with respect to the Purchased Assets or the Business, has been executed or filed with any Taxing Authority by or on behalf of Sellers. Sellers have not requested any extension of time within which to file any Tax Return, with respect to the Purchased Assets or the Business, which has since not been filed.

(g) Except as set forth in Section 5.14(g) of the Disclosure Schedule, there are no Liens for Taxes upon the Purchased Assets, except for Liens arising as a matter of Law relating to current Taxes not yet due.

(h) No Seller is a foreign person within the meaning of Section 1445 of the Code.

(i) None of the Purchased Assets is an interest (other than indebtedness within the meaning of Section 163 of the Code) in an entity taxable as a corporation, partnership, trust or real estate mortgage investment conduit for federal income Tax purposes.

(j) No issue has been raised by written inquiry of any Taxing Authority, which, by application of the same principles, would reasonably be expected to affect the Tax treatment of the Purchased Assets or the Business in any taxable period (or portion thereof) ending after the Closing Date.

(k) To the Knowledge of Sellers, no power of attorney with respect to any Tax matter is currently in force with respect to the Purchased Assets or the Business that would, in any manner, bind, obligate, or restrict Purchaser.

(l) Sellers have not executed or entered into any agreement with, or obtained any consents or clearances from, any Taxing Authority, or have been subject to any ruling guidance specific to any Seller, that would, to the Knowledge of Sellers, be binding on Purchaser for any taxable period (or portion thereof) ending after the Closing Date.

(m) None of the transactions taken pursuant to this Agreement by Sellers will give rise to any withholding obligation under any provision of Law (including Section 1445 of the Code).

(n) Seller has not been a party to any “listed transaction” within the meaning of Section 6707A of the Code and Treasury Regulations Section 1.6011-4(b)(2) (or any corresponding or comparable state, local or non-U.S. Tax Law) and no such “listed transaction” has been undertaken with respect to any of the Purchased Assets.

#### 5.15 Material Contracts.

(a) Section 5.15(a) of the Disclosure Schedule sets forth a list of all of the following Contracts (other than purchase orders) to which Sellers are a party or by which Sellers or the Business are bound (any such Contract required to be disclosed on Section 5.15(a) of the Disclosure Schedule, a “Material Contract”):

(i) Any (A) Lease or (B) lease of personal property (the “Personal Property Leases”) involving annual payments in excess of \$10,000;

(ii) any Contract limiting in any respect the right of Sellers or the Business to freely engage in any line of business anywhere in the world (other than customer Contracts and non-disclosure Contracts entered into in the Ordinary Course of

Business that contain non-solicitation obligations with respect to employees or independent contractors);

(iii) any Contract for the purchase, acquisition or sale of materials, goods, services, equipment or other assets providing for annual payments made by or to Sellers or the Business of \$25,000 or more;

(iv) any Contract for the sale of any of the assets or properties of Sellers (other than sale of inventory in the Ordinary Course of Business) or for the grant to any Person of any preferential rights to purchase any such assets or properties, in each case, other than in the Ordinary Course of Business;

(v) each limited liability company agreement, partnership agreement, joint venture agreement, strategic alliances, collaboration and other similar Contract (however named) that involves sharing profits or losses by Seller with any other Person;

(vi) any Contract relating to the acquisition (by merger, purchase of stock or assets or otherwise) by Sellers of any operating business or material assets or the capital stock of any other Person;

(vii) any Contract providing for or relating to any fees and expenses of any brokers or the incurrence, assumption, guarantee or payoff of any indebtedness or imposing a Lien (other than a Permitted Lien) on any of the material assets or properties of Seller;

(viii) any Contract that (A) provides for a total compensation opportunity or fee equal to or exceeding \$100,000 relating to employment, employee compensation (including salary or bonus), severance or consulting, between Sellers and any of their respective officers, directors, employees, individual independent contractors or individual consultants (other than offer letters which do not provide for severance obligations), including any that would become payable as a result of the consummation of the transactions contemplated hereby, or (B) restricts the ability of Sellers to terminate the employment of such Person or such agreement at any time for any lawful reason or for no reason without liability or severance obligation;

(ix) any collective bargaining agreement or Contract with any labor union, works council, labor organization, group of employees or any collective bargaining representative;

(x) any Contract providing for the annual sourcing of materials, goods, services, equipment or other assets of \$10,000 or more, or providing any of the Sellers with exclusivity as to the sourcing of materials, goods, services, equipment or other assets;

(xi) any Contract for capital expenditures or the acquisition or construction of fixed assets;

(xii) any Contract with a Key Vendor;



- (xiii) any Contract with a Key Customer;
- (xiv) any settlement Contract arising out of any Action asserted by any Person (including any Governmental Body) which contains ongoing obligations (including payment obligations) or restrictions beyond the Closing Date;
- (xv) any sales agency, sales representation, reseller, distributorship, dealer, broker (other than the broker Contract with Portage Point), franchise or similar Contract (other than Contracts with end user pricing terms under which products are not sold by the Sellers or the Business directly to the end user);
- (xvi) any Government Contract (other than Contracts with end user pricing terms under which products are not sold by the Sellers or the Business directly to the end user);
- (xvii) any Contract with (A) a “key man” provision, requirement or similar provision or that otherwise provides a Person with any rights in the event that a particular Person ceases to provide services under such Contract or remain employed or engaged by Sellers, (B) a most favored nation, favored customer, or similar provision, or (C) an exclusivity obligation;
- (xviii) any (A) Inbound IP License other than licenses granted by any third Person to Sellers for open source software or off-the-shelf software commercially available on standard, non-negotiated terms for a one-time or annual fee (whichever is higher) of no more than \$10,000 and (B) Outbound IP Licenses other than non-exclusive licenses of Intellectual Property granted by Sellers to customers in the Ordinary Course of Business;
- (xix) any Contract providing for the invention, creation, conception or other development of any material Intellectual Property (A) by Sellers for any third Person, (B) by any third Person for Sellers (other than any contracts with Company employees relating to Intellectual Property) or (C) jointly by any Seller and any third Person;
- (xx) any Contract providing for the assignment or transfer of any ownership interest in any material Intellectual Property by (A) Sellers to any third Person or (B) any third Person to Sellers (other than any contracts with Company employees relating to Intellectual Property);
- (xxi) any Contract that requires Sellers to indemnify any Person (excluding indemnities contained in agreements for the purchase, sale or license of products or services entered into in the Ordinary Course of Business);
- (xxii) any Contract or plan (including any equity incentive plan) relating to the sale, issuance, grant, exercise, award, purchase, repurchase or redemption of any equity interests of any Seller (including phantom equity) or any options, warrants, convertible notes or other rights to purchase or otherwise acquire any such securities, options or warrants of Seller; and
- (xxiii) any Contract relating to any pending acquisition of real property.

(b) With respect to each Government Contract, since the Reference Date, Sellers and the Business have not: (i) materially breached or materially violated any Law, clause, provision or requirement pertaining to any Government Contract; (ii) been debarred or suspended from bidding on Government Contracts by a Governmental Body, or declared nonresponsible or ineligible for, government procurement pursuant to 48 C.F.R. Subpart 9.4, or any comparable state or local Laws and, to the Knowledge of Sellers, no facts or circumstances exist that could reasonably be expected to give rise to debarment, suspension, or a declaration that the Sellers or the Business are ineligible for government procurement; (iii) received any adverse findings in audits or investigations by any Governmental Body with respect to any Government Contract that remain unresolved; (iv) received any material written notice of breach, cure, show cause or default from any Governmental Body with respect to any Government Contract; (v) had any Government Contract terminated by any Governmental Body for default or failure to perform; or (vi) made any disclosure with respect to any material irregularity, misstatement or omission involving a Government Contract. All representations, certifications required under each Government Contract and statements executed and submitted by Sellers or the Business in connection with Government Contracts were correct in all material respects as of their respective effective dates. Sellers are not the subject of any pending claim pursuant to the False Claims Act (31 U.S.C. §§ 3729 et seq.) or any comparable state or local Laws and, to the Knowledge of Sellers, no facts or circumstances exist that could reasonably be expected to give rise to a claim under the False Claims Act or any comparable state or local Laws against Sellers or the Business. Each Seller and its officers, directors, employees and agents have complied in all material respects with applicable procurement Laws governing the awarding and performance of Government Contracts. To the Knowledge of Sellers, neither the Sellers nor any of their respective directors, officers, agents or employees have had access to confidential or non-public information in connection with Government Contracts to which they were not lawfully entitled.

(c) Subject to the Bankruptcy Court approval, entry of the Bidding Procedures Order and Sale Order and assumption by Seller and assignment to Purchaser of the Purchased Contracts and Assumed Leases in accordance with applicable Law (including satisfaction of any Cure Payments pursuant to Section 2.6 hereof) and except as set forth in Section 5.15(c) of the Disclosure Schedule, (i) each Seller has in all material respects performed all obligations required to be performed by it and have not received any written or, to the Knowledge of the Sellers, verbal notice of any default or event that (with due notice or lapse of time or both) would constitute a default by Sellers under any Material Contract, (ii) each Material Contract is a legal, valid and binding obligation of Sellers and is in full force and effect (except to the extent subject to, and limited by, applicable bankruptcy, insolvency, reorganization, moratorium, receivership and similar laws affecting the enforcement of creditors' rights generally and general equitable principles), (iii) to the Knowledge of Sellers, no other party to any Material Contract is (with or without the lapse of time or the giving of notice, or both) in material breach of or in material default under any Material Contract, (iv) no party to any Material Contract has exercised or, to the Knowledge of Sellers, threatened to exercise any termination rights with respect to any such Material Contract, (v) no party to any Material Contract has threatened in writing to breach or adversely modify any Material Contract, and (vi) no party to any Material Contract has provided notice that such party does not intend to renew any Material Contract. Subject to the Bankruptcy Court approval, entry of the Bidding Procedures Order and Sale Order and assumption by Seller and assignment to Purchaser of the Purchased Contracts and Assumed Leases in accordance with applicable Law (including satisfaction of any Cure Payments pursuant to Section 2.6 hereof),

Sellers will transfer to Purchaser at the Closing, good and valid title to the Material Contracts which are Purchased Contracts, free and clear of all Liens other than Permitted Liens. Sellers have made available to Purchaser true, correct and complete copies of each of the Material Contracts, together with all amendments, modifications or supplements thereto.

#### 5.16 Labor Matters.

(a) Section 5.16(a) of the Disclosure Schedule sets forth a true, correct, and complete list as of a date within thirty (30) days of the date hereof, of all (i) employees and (ii) independent contractors and consultants of Sellers (other than those employed or retained by third-party corporate entities), in each case, showing for each individual the individual's date of hire or engagement, hourly rate or salary or other basis of compensation (including annual bonus payments such individual is eligible to receive for the current calendar year), full-time or part-time status, exempt or non-exempt classification under the Fair Labor Standards Act and its state and local equivalents ("FLSA"), job title or function, location (state), paid time of entitlement for the current year, and an indication as to whether the individual holds a Seller-sponsored visa or other temporary work authorization, including the expiration date of such temporary work authorization (such schedule, the "Employee Census"). To the Knowledge of Sellers, Bob Kibbe does not intend to terminate his or her employment relationship with any Seller.

(b) Each Seller is not, and has never been, a party to or otherwise bound by any collective bargaining agreement or other Contract with a labor union or labor organization, Sellers are not currently negotiating a collective bargaining agreement, and no employee of Sellers is, or since the Reference Date has been, represented by any union or labor organization with respect to such employee's employment with Sellers. Since the Reference Date, there has been no pending or threatened (i) union organization activity by any union, labor organization, or employees of Sellers or (ii) labor dispute (e.g., strike, picketing, slowdown, lockout, unfair labor practice charge before the National Labor Relations Board or other similar tribunal, material grievance, or material arbitration) involving Sellers. The execution and delivery of this Agreement and the performance of this Agreement do not require Sellers to seek or obtain any consent, engage in consultation with, or issue any notice to or make any filing with any unions, labor organizations, or groups of employees of Sellers.

(c) Sellers are not subject to any Order, consent decree, or settlement agreement that limits or affects their ability to manage their respective employees, service providers, or job applicants.

(d) Sellers are, and since the Reference Date have been, in compliance in all material respects with all Laws relating to the employment of labor (including but not limited to those Laws related to the terms and conditions of employment, unfair labor practices, immigration, wages, hours, FLSA classification, benefits, child labor, leaves of absence, discrimination, harassment, retaliation, WARN, classification of independent contractors, worker health and safety, workers' compensation, automated employment decisions tools (including artificial intelligence), and any other employment related matter). Sellers have not, since the Reference Date, incurred, and no circumstances exist under which Sellers would reasonably be expected to incur, any Liability arising from the failure to pay wages (including overtime wages), the

misclassification of employees as independent contractors, the misclassification of employees as exempt from the requirements of the FLSA or similar state Laws, or a joint-employer relationship.

(e) Within the past six (6) months prior to the date of this Agreement, (i) there has been no “mass layoff” or “plant closing” (as defined under WARN) with respect to Sellers and (ii) Sellers have not been affected by any transaction that would trigger application of WARN in the past six (6) months. Sellers have complied in all material respects with WARN and have no plans to undertake any actions that would trigger WARN.

(f) The employees are authorized and have appropriate documentation to work in the jurisdictions in which they work, and Sellers have no Knowledge that any Form I-9 was improperly prepared or that false or inadequate documentation was provided in connection with satisfying the requirements of such Form I-9. Sellers have not, since the Reference Date, been notified in writing of any pending or threatened investigation by any branch or department of U.S. Immigration and Customs Enforcement or other federal agency charged with administration and enforcement of federal immigration laws concerning Sellers, and Sellers have not received any “no match” notices from ICE, the Social Security Administration or the IRS.

(g) Since the Reference Date, (i) to the Knowledge of Sellers no allegations of sexual harassment or sexual misconduct have been made against any director or officer; (ii) Sellers have not entered into any settlement or separation agreements related to allegations of sexual harassment or sexual misconduct by an employee of Sellers; (iii) to the Knowledge of Sellers, no director or officer has left Sellers wholly or partly as a result of an allegation of unlawful harassment (whether substantiated or not); (iv) Sellers have investigated and taken prompt corrective action to prevent further discrimination and harassment with respect to each such allegation with potential merit; and (v) Sellers have not incurred, and no circumstances exist under which Sellers would reasonably be expected to incur, any Liability resulting from an allegation of sexual harassment or sexual misconduct.

(h) To the Knowledge of Sellers, no employee is in any respect in violation of any material term of any employment agreement, nondisclosure agreement, common law nondisclosure obligation, fiduciary duty, non-competition agreement, restrictive covenant or obligations: (i) to Sellers or (ii) to a former employer of any such individual relating to the right of such individual to be employed by Sellers.

#### 5.17 Employee Benefits.

(a) Section 5.17(a) of the Disclosure Schedule sets forth a correct and complete list of each material Seller Plan (other than offer letters which do not provide for severance obligations).

(b) No Seller Plan is, and neither Sellers nor any of their ERISA Affiliates has since the Reference Date had any Liability with respect to, (i) an “employee pension benefit plan” (as defined in Section 3(2) of ERISA) subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the Code, including a “multiemployer plan” (as defined in Section 3(37) of ERISA) or (ii) a plan or arrangement providing for, post-employment health or life insurance benefits or coverage, or other retiree welfare benefits, to any Person (other than as required under Part 6 of

Subtitle B of Title I of ERISA, Section 4980B of the Code, or any similar state Laws) which is or would become a Liability of the Purchaser.

(c) Except as disclosed on Section 5.17(a) of the Disclosure Schedule, neither the execution and delivery of this Agreement nor the consummation of the Transactions, whether alone or in connection with any other event, (i) result in any payment or benefit becoming due to any current or former employee, contractor or director of Sellers or under any Seller Plan, (ii) increase any amount of compensation or benefits otherwise payable to any current or former employee, contractor or director of Sellers or under any Seller Plan, (iii) result in the acceleration of the time of payment, funding or vesting of any benefits to any current or former employee, contractor or director of Sellers or under any Seller Plan, or (iv) result in any “disqualified individual” with respect to the Seller receiving any “excess parachute payment” (each such term as defined in Section 280G of the Code), determined without regard to any arrangements that may be implemented by the Purchaser or any of its Affiliates.

(d) Sellers maintain no obligations to gross-up or reimburse any individual for any Tax or related interest or penalties incurred by such individual under Section 409A or Section 4999 of the Code.

#### 5.18 Intellectual Property.

(a) Section 5.18(a) of the Disclosure Schedule sets forth a complete and accurate list of all (i) Patents, pending applications for Patents, registered Trademarks, pending applications for registration of Trademarks, registered Copyrights, pending applications for registration of Copyrights, and Domain Names included in the Owned Intellectual Property (collectively, the “Registered Intellectual Property”), and (ii) material unregistered Trademarks owned or purported to be owned by Sellers; including, for each item of Registered Intellectual Property, the record owner, the jurisdiction in which such item has been issued, registered or filed, the issuance, registration or application number and date, as applicable, and the status and registrar, as applicable. All necessary registration, maintenance, renewal and other relevant filings and fees due and payable to any Governmental Body or Domain Name registrar to maintain all Registered Intellectual Property in full force and effect have been timely submitted and fully paid. All Registered Intellectual Property is subsisting, valid and enforceable, and all other material Owned Intellectual Property is valid and enforceable.

(b) Sellers (i) are the sole and exclusive owners of all right, title and interest in and to all material Owned Intellectual Property, and (ii) have valid, enforceable and continuing rights to use, sell, license or otherwise exploit, as the case may be, pursuant to a valid and enforceable written Inbound IP License, all material Licensed Intellectual Property as the same is used in, sold, licensed by or otherwise exploited in the conduct of the Business as currently conducted, free and clear of all Liens, other than Permitted Liens. The Purchased Intellectual Property constitutes all Intellectual Property used in, necessary and sufficient for, the conduct and operation of the Business as currently conducted.

(c) The conduct and operation of the Business, including the manufacturing, licensing, marketing, importation, offer for sale, sale or use of the products and services of the Business as presently conducted and as currently proposed to be conducted, have not infringed,

misappropriated, diluted, used without authorization, or otherwise violated, and do not infringe, misappropriate, dilute, use without authorization or otherwise violate any Intellectual Property of any third Person. Except as set forth on Section 5.18(c) of the Disclosure Schedule, the Sellers are not the subject of any pending or, to the Knowledge of Sellers, threatened Actions alleging or involving any of the foregoing or challenging (A) the use, practice or other exploitation of any Purchased Intellectual Property by Sellers or the Business, (B) the ownership of any Owned Intellectual Property by Sellers or the Business, or (C) the validity or enforceability of any Purchased Intellectual Property. Except as set forth on Section 5.18(c) of the Disclosure Schedule, the Sellers have not received any written notice of any such threatened claim or challenge, and, to the Knowledge of Sellers, there are no facts or circumstances that would form the basis for any such claim or challenge.

(d) To the Knowledge of Sellers, no Person has infringed, misappropriated, diluted, used without authorization or otherwise violated, or is currently infringing, misappropriating, diluting, using without authorization or otherwise violating any Purchased Intellectual Property, and no such claims have been made in writing against any third Person by Sellers.

(e) Sellers have taken and do take adequate security measures at least consistent with those in the industry in which Sellers operate to protect and maintain the secrecy, confidentiality and value of all Trade Secrets (i) included in the Purchased Intellectual Property or (ii) owned by any third Person to whom Sellers have a confidentiality obligation. No Trade Secret material to the Business as presently conducted and proposed to be conducted has been authorized by Sellers to be disclosed, or has been actually disclosed by Sellers or the Business, to any third Person other than pursuant to a valid and enforceable written non-disclosure agreement restricting the disclosure and use thereof, and to the Knowledge of Sellers, no such third Person is in violation of any such agreement or has otherwise misappropriated any such material Trade Secret.

(f) To the Knowledge of Sellers, no current or former employee, independent contractor, or consultant has any claim, right or interest in or to any Owned Intellectual Property.

(g) Sellers own, or have a valid right to access and use pursuant to a valid, written Inbound IP License, the IT Systems. Sellers take and have taken reasonable measures to maintain and protect the performance, confidentiality, integrity and security of the IT Systems (and all software, information and data stored or contained therein or transmitted thereby). The IT Systems are adequate and sufficient for, and operate and perform in all material respects as required in connection with, the operation of the Business as currently conducted and as currently proposed to be conducted. The IT Systems do not contain any viruses, worms, Trojan horses, bugs, faults or other devices, errors, contaminants or effects that (i) materially disrupt or adversely affect the functionality of any IT Systems, or (ii) enable or assist any Person to access without authorization any IT Systems. To the Knowledge of Sellers, there have been no failures, breakdowns, continued substandard performance, outages or unscheduled downtime or other adverse events affecting any of the IT Systems that have caused or resulted in a material disruption to the operation of the Business.

(h) Except as set forth on Section 5.18(c) of the Disclosure Schedule, neither the execution and delivery of this Agreement nor the consummation of the Transactions will result

in: (i) the loss, termination or impairment of, or any Lien (other than Permitted Liens) on, any Purchased Intellectual Property; (ii) the grant, assignment or transfer to any third Person of any license or other right or interest under, to or in any Purchased Intellectual Property; (iii) the payment of any additional consideration to, or the reduction of any payments from, any Person with respect to any Purchased Intellectual Property; or (iv) the breach of, or creation on behalf of any Person of the right to terminate or modify any Contract relating to Purchased Intellectual Property.

5.19 Data Privacy.

(a) Each Seller, and, to the Knowledge of Seller, any Person acting for or on behalf of Sellers, is and has at all times been in material compliance with all Privacy Requirements. To the extent required of Sellers by applicable Privacy Laws, Sellers have implemented and maintained commercially reasonable policies, procedures and systems for receiving and appropriately responding to requests from individuals concerning their Personal Information. None of Sellers' privacy policies or notices have contained any material omissions or been materially misleading or deceptive. The Sellers have not received any written notice of any claims, charges, investigations or regulatory inquiries related to or alleging the material violation of any Privacy Requirements, and, to the Knowledge of Seller, there are no facts or circumstances that could form the basis for any such claim, charge, investigation or regulatory inquiry.

(b) Sellers have (i) implemented and, since the Reference Date have maintained reasonable and appropriate security procedures and practices, including technical and organizational safeguards, at least consistent with practices in the industry in which Sellers operate, to protect all Personal Information and other confidential data in its possession or under its control against loss, theft, misuse, or unauthorized access, use, modification, alteration, destruction or disclosure and (ii) taken reasonable steps to ensure that any third Person with access to Personal Information collected by or on behalf of Sellers as it relates to the Business has implemented and maintains the same. To the Knowledge of Seller, any third Person who has provided any Personal Information to Sellers has done so in compliance with applicable Privacy Laws, including providing any notice and obtaining any consent required.

(c) Since the Reference Date, there have been no material breaches or security incidents, misuse of or unauthorized access to or disclosure of any Personal Information in the possession or control of Sellers or Processed by or on behalf of Sellers, and Sellers have not provided or, to the Knowledge of Seller, been legally required to provide any notices to any Person in connection with any such incidents. Sellers have implemented commercially reasonable disaster recovery and business continuity plans, and taken actions consistent with such plans, to the extent required, to safeguard all data and Personal Information in its possession or control. Sellers have conducted commercially reasonable privacy and data security audits at reasonable and appropriate intervals and has resolved or remediated any material privacy or data security issues or vulnerabilities identified. Since the Reference Date, neither Sellers nor any third Person acting at the direction of Sellers has paid any (i) perpetrator of any data breach incident or cyber-attack or (ii) any third Person with actual or alleged information about a data breach incident or cyber-attack.

(d) The transfer of Personal Information in connection with the Transactions will not materially violate any Privacy Requirements as they currently exist.

5.20 [Reserved].

5.21 Brokers and Finders. Except as set forth on Section 5.21 of the Disclosure Schedule, none of the Sellers has, directly or indirectly, any obligation, fixed or contingent, to pay any commission, brokerage fee or “finder’s fee” in connection with the Transactions.

5.22 Related Party Transactions. Except for the H.I.G. Capital Services Agreements, Sellers are not indebted, directly or indirectly, to any of their respective directors, officers or employees or to any shareholders of Sellers or any Affiliate of any shareholder of Sellers, other than in connection with expenses or advances of expenses incurred in the Ordinary Course of Business or employee relocation expenses and for other customary employee benefits made generally available to all employees. Except as set forth on Section 5.22 of the Disclosure Schedule, none of Seller’s directors or officers or any shareholder of Sellers or any of their Affiliates are, directly or indirectly, indebted to any Seller or (excepting employment related agreements or arrangements, Seller Plans, consulting agreements or arrangements, restricted stock agreements, subscription agreements, stockholder agreements and option or incentive securities agreements and the H.I.G. Capital Services Agreements), to the Knowledge of Sellers, have any (i) transaction or arrangement or is a party to a Contract with Sellers, (ii) material commercial relationship with any Key Customer or Key Vendors other than by virtue of the Sellers, (iii) direct or indirect ownership interest in any firm, company, partnership or corporation with which Sellers have a business relationship, or any firm, company, partnership or corporation which competes with Sellers, except for ownership of stock in (but not exceeding two percent (2%) of the outstanding capital stock of) any publicly traded company, or (iv) financial interest in any Purchased Asset.

5.23 Certain Payments; Sanctions and Export Controls.

(a) None of the Sellers nor to Knowledge of Sellers, any director, manager, officer, employee or other Person associated with or acting on behalf of Sellers or the Business, has directly or indirectly since the Reference Date (i) made any contribution, gift, bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any Person, private or public, regardless of form, whether in money, property or services, or (ii) established or maintained any fund or asset with respect to Sellers or the Business that has not been recorded in the books and records of Sellers.

(b) Each of Seller’s directors (or equivalent), managers, officers, employees, agents and Affiliates to Knowledge of Sellers is now, and has been since the Reference Date, in compliance in all material respects with all Anti-Corruption and Anti-Money Laundering Laws. Sellers are not (nor are any of their respective directors (or equivalent), managers, officers, employees, agents or Affiliates) a Governmental Body or instrumentality of a Governmental Body. Sellers and the Business have not (nor, to the Knowledge of Sellers, any of its directors (or equivalent), managers, officers, employees, agents or Affiliates) been the subject of any investigations, reviews, audits or inquiries by a Governmental Body related to Anti-Corruption and Anti-Money Laundering Laws, and, to the Knowledge of Sellers, no investigation, review, audit, or inquiry by any Governmental Body with respect to Anti-Corruption and Anti-Money Laundering Laws is pending or threatened.



(c) No Seller and, to the Knowledge of Sellers, no director, manager, officer, employee or other Person associated with or acting on behalf of Sellers or the Business (i) is a Person with whom transactions are prohibited or limited under any U.S. economic sanctions Laws, including those administered by the Office of Foreign Assets Control, or (ii) since the Reference Date has violated any U.S. economic sanctions Laws. None of the Products or services sold by Sellers are subject to any U.S. export control Laws.

5.24 Banks; Powers of Attorney. Section 5.24 of the Disclosure Schedule sets forth a true, correct and complete list of the names and locations of all banks in which the Sellers have depository bank accounts, safe deposit boxes or trusts or other account into which any customer of the Business makes a payment, the account numbers of such accounts and the names of persons authorized to draw thereon or otherwise have access thereto. Except as set forth on Section 5.24 of the Disclosure Schedule, there are no outstanding powers of attorney executed on behalf of the Sellers with respect to the Seller Bank Accounts.

5.25 Business Relationships; Suppliers and Customers.

(a) Section 5.25(a) of the Disclosure Schedule sets forth an accurate and complete list of the top twenty (20) customers of Sellers and the Business (the “Key Customers”), as measured by the dollar amount of the aggregate revenue generated by each Key Customer during the fiscal year ended December 31, 2023 and for the three (3)-month period ended March 31, 2024, showing the approximate total revenue for each Key Customer during each such period.

(b) Section 5.25(b) of the Disclosure Schedule sets forth an accurate and complete list of the top twenty (20) vendors of Sellers and the Business (the “Key Vendors”), as measured by the dollar amount of the aggregate fees paid by Sellers to such Key Vendors during the fiscal years ended December 31, 2023 and for the three (3)-month period ended March 31, 2024, showing the approximate total payments by Seller to such Key Vendors during each such period.

(c) Except as set forth on Section 5.25(c) of the Disclosure Schedule, since December 31, 2023, none of the Key Customers has terminated or provided written notice to terminate its relationship with Sellers or the Business and, to the Knowledge of Sellers, no Key Customer has threatened to or intends to terminate the terms of its business with Sellers, either as a result of the transactions contemplated hereby or otherwise. Except as set forth in Section 5.15(c) of the Disclosure Schedule, each Seller has in all material respects performed all obligations required to be performed by it to date under each Contract with a Key Customer, as applicable and Sellers are not in default or breach of any such Contract (with due notice or lapse of time or both). There is no Action pending or, to the Knowledge of Sellers, threatened by (i) Sellers or the Business against a Key Customer or (ii) a Key Customer against Sellers or the Business.

5.26 No Other Representations and Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS ARTICLE V, NEITHER SELLERS, NOR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELLERS, THEIR BUSINESS, OPERATIONS, ASSETS, STOCK, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE) OR PROSPECTS.

PURCHASER HEREBY EXPRESSLY WAIVES ANY CLAIMS AND CAUSES OF ACTION AND ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE IN EACH CASE RELATING TO THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) HERETOFORE FURNISHED TO PURCHASER AND ITS REPRESENTATIVES BY OR ON BEHALF OF THE SELLERS. WITHOUT LIMITING THE FOREGOING, NEITHER THE SELLERS NOR ANY OTHER PERSON IS MAKING ANY REPRESENTATION OR WARRANTY TO PURCHASER WITH RESPECT TO ANY FINANCIAL PROJECTION OR FORECAST RELATING TO THE BUSINESS, OPERATIONS, ASSETS, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE) OR PROSPECTS OF THE SELLERS OR BUSINESS.

## ARTICLE VI

### REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby makes the representations and warranties contained in this Article VI to Sellers as of the date hereof.

6.1 Organization, Good Standing and Other Matters. Purchaser is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has all requisite power and authority to own, lease and operate its assets and properties and to carry on its Business as now being conducted and as presently proposed to be conducted by it except where such failure would not materially and adversely affect Purchaser's ability to consummate the Transactions.

6.2 Authority. Purchaser has all requisite power and authority to execute and deliver this Agreement and each of the Ancillary Documents to which it is a party, to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance of this Agreement and each of the Ancillary Documents to which Purchaser is a party, and the consummation by Purchaser of the Transactions, have been duly authorized and approved by its respective board of directors (or equivalent governing body), and no other action on the part of Purchaser or each entity's equityholders is necessary to authorize the execution, delivery and performance of this Agreement or any Ancillary Documents to which it is a party by Purchaser and the consummation of the Transactions. This Agreement and each of the Ancillary Documents to which Purchaser is a party has been duly executed and delivered by Purchaser, as the case may be, and, assuming the due execution of this Agreement and each of the Ancillary Documents to which Purchaser is a party by the other Persons that are a party thereto, constitute valid and binding obligations of Purchaser, as the case may be, enforceable against it in accordance with their terms except (a) to the extent that enforceability may be subject to, and limited by, applicable bankruptcy, insolvency, reorganization, moratorium, receivership or other Laws affecting the enforcement of creditors' rights generally and (b) that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding thereof may be brought.

6.3 No Conflict; Required Filings and Consents. Except as set forth in Schedule 6.3, the execution and delivery of this Agreement and the consummation of the Transactions by

Purchaser will not (a) violate the provisions of Purchaser's organizational documents, (b) violate any Law or Order to which it is subject or by which any of each such entity's properties or assets are bound, (c) require Purchaser to obtain any consent or approval, or give any notice to, or make any filing with, any Governmental Body, (d) result in a material violation or breach of (with or without due notice or lapse of time or both), give rise to any right of termination, cancellation, modification, acceleration, first offer or first refusal under, or require the consent of any third party to, any material Contract to which Purchaser is a party, or (e) result in the imposition or creation of any Lien upon or with respect to any of Purchaser's assets or properties; excluding from the foregoing clauses (b) through (e) consents, approvals, notices and filings the absence of which, and violations, breaches, defaults, rights of acceleration, cancellation, modification or termination, and Liens, the existence of which would not, individually or in the aggregate, materially and adversely affect Purchaser's ability to consummate the Transactions.

6.4 Litigation. There are no Actions pending against, or threatened against, Purchaser that would materially and adversely affect Purchaser's ability to consummate the Transactions.

6.5 Financing. As of the date hereof and at the Closing, Purchaser has and will have, or has and will have access to, sufficient cash in immediately available funds (without giving effect to any unfunded financing, regardless of whether any such financing is committed) to pay the Purchase Price, all costs, fees and expenses to be paid by Purchaser that are necessary to consummate the Transactions, and assume the Assumed Liabilities. Purchaser's ability to consummate the transaction contemplated hereby is not contingent upon its ability to secure any financing or funding.

6.6 No Other Representations and Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS ARTICLE VI, PURCHASER ACKNOWLEDGES AND AGREES THAT NEITHER SELLERS NOR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELLERS OR THEIR BUSINESS, OPERATIONS, ASSETS, STOCK, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE) OR PROSPECTS. PURCHASER HEREBY EXPRESSLY WAIVES ANY CLAIMS AND CAUSES OF ACTION AND ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE IN EACH CASE RELATING TO THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) HERETOFORE FURNISHED TO PURCHASER AND ITS REPRESENTATIVES BY OR ON BEHALF OF THE SELLERS. WITHOUT LIMITING THE FOREGOING, NEITHER SELLERS NOR ANY OTHER PERSON IS MAKING ANY REPRESENTATION OR WARRANTY TO PURCHASER WITH RESPECT TO ANY FINANCIAL PROJECTION OR FORECAST RELATING TO THE BUSINESS, OPERATIONS, ASSETS, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE) OR PROSPECTS OF THE SELLERS OR THE BUSINESS.

## ARTICLE VII

### BANKRUPTCY COURT MATTERS

7.1 Approval of Expense Reimbursement. Sellers acknowledge and agree that Purchaser has expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of assets of Seller and the Business. In consideration therefor, Sellers shall file with and seek the approval of the Bankruptcy Court of the Bidding Procedures Motion, including the Expense Reimbursement and the entry by the Bankruptcy Court of the Bidding Procedures Order approving the payment of the Expense Reimbursement for the Purchaser's reasonable out-of-pocket documented expenses incurred in connection with the Transactions contemplated hereby and the financing thereof and deeming the Expense Reimbursement as an administrative priority expense under Sections 503(b) and 507(a)(1) of the Bankruptcy Code; *provided*, however, that the Expense Reimbursement shall only be available to the extent such fees and expenses are not covered pursuant to the terms of the DIP Documents. Sellers shall pay to Purchaser the Expense Reimbursement on the first Business Day after the occurrence of any of the following events:

(i) Any Seller voluntarily withdraws the Sale Motion other than in connection with the Seller's termination of this Agreement in accordance with Section 4.4(d) hereof;

(ii) the Bankruptcy Court approves an Alternative Transaction or Restructuring Transaction;

(iii) the Bankruptcy Court fails to enter the Sale Order by the Termination Date;

(iv) to the extent that a Seller is no longer under the jurisdiction of the Bankruptcy Court through either the dismissal of the Bankruptcy Cases or the consummation of a plan of reorganization in the Bankruptcy Cases, such Seller consummates an Alternative Transaction or Restructuring Transaction prior to a date eighteen months following the date hereof; or

(v) Purchaser terminates this Agreement in accordance with the provisions of Section 4.4(c) hereof.

7.2 Bidding Procedures. This Agreement is subject to approval by the Bankruptcy Court and the consideration by Seller of separate bids (each an "Alternative Transaction"). Seller shall seek the Bankruptcy Court's approval of the Bidding Procedures Order, which shall include procedures and overbid protections for the submission and consideration of qualified bids, along with such other bidding procedures as determined by Seller to be deemed appropriate.

7.3 The Sale Order. Sellers shall use their best efforts to cause the Bankruptcy Court to enter a Sale Order, which contains, among other provisions requested by Purchaser, the following provisions:

(a) the sale of the Purchased Assets by Sellers to Purchaser (A) are or will be legal, valid and effective transfers of the Purchased Assets; (B) vest or will vest Purchaser with all right, title and interest of such Seller to the Purchased Assets free and clear of all Liens, Claims, and Interests, and other "interests" pursuant to Section 363(f) of the Bankruptcy Code (other than Permitted Liens); and (C) constitute transfers for reasonably equivalent value and fair

consideration under the Bankruptcy Code and the laws of the states in which Seller is incorporated and any other applicable non-bankruptcy laws;

(b) all amounts to be paid to Purchaser pursuant to this Agreement constitute administrative expenses under Sections 503(b) and 507(a)(1) of the Bankruptcy Code and are immediately payable if and when the obligations of Seller arise under this Agreement, without any further order of the Bankruptcy Court;

(c) all Persons are enjoined from taking any actions against Purchaser or any Affiliates of Purchaser (as they existed immediately prior to the Closing) to recover any claim which such Person has solely against a Seller or its Affiliates;

(d) obligations of Seller relating to Taxes, whether arising under law, by this Agreement, or otherwise, shall be fulfilled by Seller;

(e) the provisions of the Sale Order are non-severable and mutually dependent;

(f) provide that Purchaser will not have any derivative, successor, transferee or vicarious liability for Liabilities of Seller or any Subsidiary of Seller (whether under federal or state law or otherwise) as a result of the sale of the Purchased Assets, including Liabilities on account of any Taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the Business or the Purchased Assets;

(g) Purchaser has acted in good faith within the meaning of Section 363(m) of the Bankruptcy Code, the transactions contemplated by this Agreement are undertaken by Purchaser and Seller at arm's length, without collusion and in good faith within the meaning of Section 363(m) of the Bankruptcy Code, and such Parties are entitled to the protections of Section 363(m) of the Bankruptcy Code;

(h) all Purchased Contracts shall be assumed by Sellers and assigned to Purchaser pursuant to Section 365 of the Bankruptcy Code and the Sellers and Purchaser shall be obligated to pay all Cure Amounts pursuant to Section 2.6 of this Agreement;

(i) the Bankruptcy Court retains exclusive jurisdiction to interpret and enforce the provisions of this Agreement, the Bidding Procedures Order and the Sale Order in all respects; *provided, however*, that in the event the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction with respect to any matter provided for in this clause or is without jurisdiction, such abstention, refusal or lack of jurisdiction shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter; and

(j) such other provisions as Purchaser may agree to.

#### 7.4 Bankruptcy Court Filings.

(a) As promptly as practicable after the date of this Agreement, but in no event later than the date the Bidding Procedures Motion is filed, Sellers shall file, in form and substance satisfactory to Purchaser, the Sale Motion. At least twenty-one (21) days prior to the hearing

approving the Sale Order, Sellers shall serve a copy of the Sale Motion (along with a copy at the proposed Sale Order and the Bidding Procedures Order) on each jurisdiction where the Purchased Assets are subject to Tax, all creditors and equityholders of the Sellers, applicable regulators, and all parties that have an interest in the Purchased Assets.

(b) Sellers shall use their best efforts to obtain entry of the Sale Order no later than the Termination Date.

(c) Purchaser agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining approval of the Expense Reimbursement, including by furnishing affidavits or other documents or information for filing with the Bankruptcy Court. In the event the entry of the determination of approval of the Expense Reimbursement shall be appealed, Sellers and Purchaser shall use their respective commercially reasonable efforts to defend such appeal.

(d) Sellers and Purchaser acknowledge that this Agreement and the transactions contemplated by this Agreement are subject to entry of, as applicable, the Bidding Procedures Order and the Sale Order. In the event of any discrepancy between this Agreement, the Bidding Procedures Order, and the Sale Order, the Sale Order shall govern.

(e) Purchaser agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by Purchaser, including by furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement.

(f) After entry of the Sale Order, Sellers shall not take any action that is intended to result in, or fail to take any action the intent of which failure to act would result in, the reversal, voiding, modification or staying of the Sale Order.

(g) To the extent reasonably practicable, prior to filing any material pleadings, motions or other document in the Bankruptcy Cases that relates, in material part, to this Agreement, Sellers shall (i) use commercially reasonable efforts to provide a copy thereof to the Purchaser and its counsel, (ii) provide the Purchaser and its counsel a reasonable opportunity to review and comment on such document, and any amendment or supplement thereto and (iii) reasonably consider any reasonable comments of the Purchaser and its counsel, as determined in the sole discretion of Sellers and their counsel, into such document and any amendment or supplement thereto that are consistent with the terms of this Agreement and the Transactions.

(h) In the event an appeal is taken, or a stay pending appeal is requested, from the Sale Order, Sellers shall promptly notify Purchaser of such appeal or stay request. Sellers shall use commercially reasonable efforts to defend any such appeal.

## ARTICLE VIII

### COVENANTS

8.1 Access to Information. Sellers agree that, prior to the Closing Date, Purchaser shall be entitled, through its officers, employees and representatives (including, without limitation, its legal advisors and accountants), to make such investigation of the properties, records, businesses and operations of Sellers and the Business and such examination of the books, records and financial condition of Sellers and the Business as it reasonably requests in advance in writing, and that Sellers will provide reasonable access to its respective officers, employees, consultants and agents in connection with such requests, and to make extracts and copies of such books and records at Purchaser's sole cost and expense; *provided, however*, that (a) all such access shall be coordinated in advance through Portage Point and any such investigation and examination shall be conducted at regular times during regular business hours and under reasonable circumstances, (b) such access does not unreasonably interfere with the operation of the Sellers or the Businesses and shall be subject to Sellers' reasonable security measures and insurance requirements, (c) Purchaser and its authorized agents and representatives shall not contact or otherwise communicate with the employees, customers or suppliers of the Sellers or the Business in connection with the transactions contemplated by this Agreement unless, in each instance, approved in writing in advance by Sellers, (d) under no circumstances shall Purchaser be entitled to conduct any sampling, testing or other surface or subsurface investigation of any environmental media or other building material without consent, which shall not be unreasonably withheld or delayed, and (e) nothing herein shall require the Sellers to furnish to Purchaser or provide Purchaser with access to (i) information that legal counsel for Sellers reasonably concludes is restricted by applicable Contract or Law except in strict compliance with the applicable Contract or Law, or that may be subject to attorney-client privilege, or (ii) personnel files, workers' compensation files, employee medical files (including employee "protected health information" (as defined in the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 CFR Part 146)) and other employee records. No investigation by Purchaser prior to or after the date of this Agreement shall diminish or obviate any of the representations, warranties, covenants or agreements of Sellers contained in this Agreement or the Ancillary Documents. Sellers shall use reasonable efforts to promptly deliver to Purchaser such copies of all pleadings, motions, notices, statements, schedules, applications, reports and other papers filed by Seller in the Bankruptcy Cases related, in material part, to the proposed sale of the Purchased Assets and otherwise cooperate with Purchaser, to the extent reasonably necessary in connection with Purchaser's preparation for or participation in any part of the Bankruptcy Cases in which Purchaser's participation is necessary, required or reasonably appropriate. Sellers shall promptly deliver to Purchaser all pleadings, motions, notices, statements, schedules, applications, reports and other papers filed in any other Action as Purchaser may reasonably request.

8.2 Conduct of the Business Pending the Closing.

(a) Except as otherwise expressly contemplated by this Agreement (including the prosecution of the Bankruptcy Cases and sale process contemplated therein) or with the prior written consent of Purchaser (which shall not be unreasonably withheld, conditioned or delayed), Sellers shall:

- (i) conduct the Business only in the Ordinary Course of Business;
- (ii) use their best efforts to (A) preserve its present business operations, organization (including, without limitation, management and sales force) and goodwill of

Seller and the Business and (B) preserve the present relationships with Persons having business dealings with Sellers (including without limitation customers, sourcing agents and suppliers);

(iii) maintain (A) all of the assets and properties of Sellers and the Business in their current condition, ordinary wear and tear excepted and (B) insurance upon all of the assets and properties of Sellers in such amounts and of such kinds comparable to that in effect on the date of this Agreement;

(iv) (A) maintain the books, accounts and records of Sellers and the Business in the Ordinary Course of Business and (B) continue to collect accounts receivable and pay accounts payable in the Ordinary Course of Business;

(v) notify the Purchaser promptly (and in all cases, no later than forty-eight (48) hours) in the event a Key Customer or Key Vendor threatens or notifies Sellers of its intention to terminate or otherwise modify its relationship with any of the Sellers, and in such case, the Sellers shall consult with Purchaser with respect to such Key Customer or Key Vendor;

(vi) notify the Purchaser in the event any of the Sellers intends to materially modify a Material Contract;

(vii) comply in all material respects with applicable Laws; and

(viii) not take any action which would adversely affect the ability of the Parties to consummate the Transactions other than in connection with marketing the Business to other potential bidders.

(b) Except as otherwise expressly contemplated by this Agreement (including the prosecution of the Bankruptcy Cases and sale process contemplated therein) or as otherwise set forth in Section 8.2(b) of the Disclosure Schedule, without the prior written consent of Purchaser (which shall not be unreasonably withheld or delayed), Sellers shall not:

(i) issue, create, incur, assume or guarantee any indebtedness other than pursuant to the DIP Credit Agreement;

(ii) acquire any properties or assets (other than inventory in the Ordinary Course of Business) or sell, assign, license, transfer, convey, lease or otherwise dispose of any of the Purchased Assets (except for sale of inventory in the Ordinary Course of Business);

(iii) except pursuant to the terms of any Seller Plan in effect on the date hereof and set forth on Section 5.17(a) of the Disclosure Schedule or any agreements to pay Compensatory Amounts set forth on Section 5.17(a) of the Disclosure Schedule, award or pay any bonuses to any employee, or enter into any employment, bonus, severance or similar agreement (nor amend any such agreement) or agree to increase the compensation payable or to become payable by it to any employee or enter into or materially amend any Seller Plan;



- (iv) enter into or give notice to terminate any Material Contract;
- (v) make or rescind any election relating to Taxes, settle or compromise any claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes, or except as may be required by applicable Law or GAAP, make any material change to any of its methods of accounting or methods of reporting income or deductions for Tax or accounting practice or policy from those employed in the preparation of its most recent Tax Returns;
- (vi) subject to any Lien or otherwise encumber or permit, allow or suffer to be encumbered, any of the properties or assets (whether tangible or intangible) of Sellers other than Permitted Liens in the Ordinary Course of Business or pursuant to the DIP Credit Agreement or which are otherwise released in connection with the Bankruptcy Cases and the Sale Order;
- (vii) enter into or agree to enter into any merger or consolidation with, any corporation or other entity, and not engage in any new business or invest in, make a loan, advance or capital contribution to, or otherwise acquire the securities of any other Person;
- (viii) enter into any commitment for capital expenditures in excess of \$25,000 for any individual commitment and \$50,000 for all commitments in the aggregate;
- (ix) negotiate, enter into, modify or terminate any labor or collective bargaining agreement or recognize or certify any labor union, labor organization, works council, or group of employees as the bargaining representative for any employees, through negotiation or otherwise, make any commitment or incur any Liability to any labor organization;
- (x) [reserved];
- (xi) hire, engage or terminate (without cause) the employment of any employee with annual compensation in excess of \$150,000;
- (xii) release, assign, compromise, settle or agree to settle any Action, other than compromises, settlements or agreements that involve only the payment of money damages not in excess of \$25,000 individually or \$100,000 in the aggregate;
- (xiii) [reserved];
- (xiv) enter into any Contract, understanding or commitment that restrains, restricts, limits or impedes the ability of the Business, or the ability of Sellers to compete with or conduct any business or line of business in any geographic area;
- (xv) make any changes in its financial accounting methods, except insofar as may have been required by (i) applicable Law or (ii) a change in GAAP;

(xvi) sell, lease, license, sublicense, assign, transfer, abandon, allow to lapse or expire, or otherwise dispose of any Owned Intellectual Property (other than (x) non-exclusive licenses granted to third Persons in the Ordinary Course of Business, (y) with respect to immaterial or obsolete Intellectual Property or (z) with respect to Intellectual Property that, in the Sellers' reasonable judgement, is no longer economically practicable or commercially desirable to maintain);

(xvii) amend the organizational documents of any Seller; or

(xviii) agree to do anything prohibited by this Section 8.2.

8.3 Consents and Permits. Upon Purchaser's request, each Seller shall use commercially reasonable efforts to: (a) obtain those consents and approvals that are reasonably requested by Purchaser, *provided*, that such consents shall not include the obligation to obtain the consent of, or make any notices to, Fresh Products, Inc., Rubbermaid Commercial Products, LLC, or a landlord party as may be required pursuant to any applicable Lease, *provided, further*, that, for the avoidance of doubt, the Sellers shall serve the aforementioned parties with (i) any notices contemplated under the Bidding Procedures Order (including the Assumption and Assignment Notice and Sale Notice, each as defined therein) and (ii) any other notices in the Bankruptcy Cases that are customary for contract counterparties; and (b) assign and deliver those Permits to Purchaser at Closing that are reasonably requested by Purchaser; *provided*, Sellers shall not be required to pay money or offer or grant any accommodation (financial or otherwise) to any third party in pursuant to this Section 8.3 other than any Cure Amounts contemplated under the Agreement. Purchaser and the Sellers shall work in good faith to obtain those consents, approvals and Permits in accordance with this Section 8.3, and Purchaser shall cooperate with the Sellers in obtaining such consents and approvals and assigning and delivering such Permits.

8.4 Further Assurances. Each of the Sellers and Purchaser shall use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, and to assist and cooperate with the other Party in doing, all things which are necessary, proper or advisable to consummate and make effective the Transactions; *provided, however*, that except for Purchaser's obligations to discharge an Assumed Liability, nothing in this Section 8.4 shall require any Party or its Affiliates to pay money to, commence or participate in any Action with respect to, or offer or grant any accommodation (financial or otherwise) to, any third party following the Closing).

8.5 Non-Competition; Non-Solicitation; Confidentiality.

(a) For a period from the date hereof until the third (3rd) anniversary of the Closing Date (the "Restricted Period"), Sellers shall not own, manage, operate, control or participate in the ownership, management, operation or control of any business, whether in corporate, proprietorship or partnership form or otherwise, engaged in the Business (to the extent related to the Purchased Assets); *provided, however*, that the restrictions contained in this Section 8.5(a) shall not (i) restrict the acquisition by any Seller, directly or indirectly, of less than 2% of the outstanding capital stock of any publicly traded company engaged in the Business, (ii) restrict the ownership, management, operation, control or provision of services related to any Excluded Asset or (iii) restrict the services provided under or the performance of the Transition Services Agreement. The Parties hereto specifically acknowledge and agree that the remedy at

law for any breach of the foregoing will be inadequate and that Purchaser, in addition to any other relief available to it, shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damage or posting any bond whatsoever.

(b) During the Restricted Period, Sellers shall not directly or indirectly: (i) cause, solicit, induce or encourage any employees or independent contractors of Seller who are or become employees or independent contractors of Purchaser or its Affiliates to leave such employment or hire, employ or otherwise engage any such individual; or (ii) cause, induce or encourage any material actual or prospective client, customer, supplier, or licensor of Sellers with respect to the Business (to the extent related to the Purchased Assets and including any existing or former customer of Seller and any Person that becomes a client or customer of Purchaser with respect to the Business after the Closing) or any other Person who has a material business relationship with Sellers or Purchaser with respect to the Business, to terminate or modify any such actual or prospective relationship; provided however that the foregoing shall not (x) restrict the inducement or encouragement of any client, customer, supplier, or licensor related to any Excluded Asset or (y) restrict the services provided under or the performance of the Transition Services Agreement.

(c) From and after the date hereof, Sellers shall not, directly or indirectly, disclose, reveal, divulge or communicate to any Person other than authorized officers, directors and employees of Purchaser or use or otherwise exploit for its own benefit or for the benefit of anyone other than Purchaser, any Confidential Information except (i) as specifically required by Law, (ii) in connection with any effort to enforce any rights or defend any claim under this Agreement or the Ancillary Documents or related to the Transactions, (iii) in connection with any Excluded Asset or Excluded Liability, (iv) in connection with any services provided under and the performance of the Transition Services Agreement, (v) in connection with the Bankruptcy Cases if so requested under the Bankruptcy Code or Bankruptcy court local rules, (vi) as necessary solely to wind down any of Sellers' estates or in connection with the enforcement of the rights of, or the defense of any Action against or involving any Seller or its officers, directors and Affiliates; *provided, however*, that in the event disclosure is allowable pursuant to the foregoing clause (i), Sellers shall, to the extent reasonably possible and legally permissible, provide Purchaser with prompt notice of such requirement prior to making any disclosure so that Purchaser may seek, at its sole cost and expense, an appropriate protective order.

(d) From and after the date hereof, (i) Sellers shall not, and shall cause their Affiliates not to, make, or cause to be made, any statement (whether oral or written) that disparages the reputation or business of the Purchaser or any of its Affiliates and (ii) Purchaser shall not, and shall cause its Affiliates not to, make, or cause to be made, any statement (whether oral or written) that disparages the reputation or business of the Sellers or any of their Affiliates; *provided, however*, that nothing in this Section 8.5(d) shall restrict any Person enforcing its rights hereunder or from testifying truthfully in any Action.

(e) The covenants and undertakings contained in this Section 8.5 relate to matters which are of a special, unique and extraordinary character and a violation of any of the terms of this Section 8.5 will cause irreparable injury to the Parties, the amount of which will be impossible to estimate or determine and which cannot be adequately compensated. Therefore, the Parties will be entitled to an injunction, restraining order or other equitable relief from any court

of competent jurisdiction in the event of any breach of this Section 8.5. The rights and remedies provided by this Section 8.5 are cumulative and in addition to any other rights and remedies which the Parties may have hereunder or at law or in equity.

(f) The Parties hereto agree that, if any court of competent jurisdiction in a final nonappealable judgment determines that a specified time period, a specified geographical area, a specified business limitation or any other relevant feature of this Section 8.5 is unreasonable, arbitrary or against public policy, then a lesser time period, geographical area, business limitation or other relevant feature which is determined to be reasonable, not arbitrary and not against public policy may be enforced against the applicable Party.

8.6 Preservation of Records. For a period of until the latest to occur of (a) three (3) years after the Closing Date and (b) the conclusion of all proceedings relating to the Bankruptcy Cases, Purchaser shall promptly provide to Sellers and their respective Affiliates (after reasonable notice and during reasonable business hours, and solely to the extent such access does not unreasonably interfere with the business of Purchaser), access to all books, records and Documents included in the Purchased Assets for periods prior to the Closing and reasonable access to Transferred Employees with the consent of Purchaser to the extent such access is necessary in order for any Seller or its Affiliates (as applicable) to comply with applicable Law or any Contract to which it is party, for liquidation, winding up, Tax reporting or other proper purposes, including any litigation and claims that are Excluded Liabilities, and so long as such access is subject to an obligation of confidentiality. Such access shall include access to any information in electronic form to the extent reasonably available and to the extent Purchaser elects in its sole discretion to provide such information in electronic form.

8.7 Publicity. Following the Closing Date, neither Sellers nor any of their Affiliates shall issue any press release or public announcement concerning this Agreement or the Transactions without obtaining the prior written approval of Purchaser, unless disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement, *provided* that Sellers shall use commercially reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with Purchaser with respect to the text thereof.

#### 8.8 Assignment of Contracts and Rights.

(a) To the maximum extent permitted by the Bankruptcy Code, the Purchased Assets shall be assumed and assigned to Purchaser pursuant to sections 363 and 365 of the Bankruptcy Code as of the Closing Date or such other date as specified in the Sale Order or this Agreement, as applicable and all Cure Amounts shall be paid pursuant to Section 2.6 of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any asset or any right thereunder if an attempted assignment without the consent of a third party would constitute a breach or in any way adversely affect the rights of Purchaser following the Closing (all such Purchased Assets, “Delayed Transfer Assets”). If, as of the Closing Date, such consent is not obtained or such assignment is not attainable pursuant to sections 105, 363 or 365 of the Bankruptcy Code other than at Purchaser’s request then until the earlier of (x) one hundred eighty (180) days from the Closing

Date and (y) the Wind-Up End Date, but in no event earlier than ninety (90) days from the Closing Date, unless otherwise mutually agreed to by Seller and the Purchaser, Sellers shall:

- (i) hold the Delayed Transfer Assets in trust for Purchaser;
- (ii) comply with the terms and provisions of or relating to the Delayed Transfer Assets as agents (or such other designation as may be permitted by applicable Law) for Purchaser at Purchaser's cost and for Purchaser's benefit;
- (iii) co-operate with Purchaser in any reasonable and lawful arrangements designed to provide the benefits of the Delayed Transfer Assets to Purchaser, including subcontracting, sublicensing or subleasing the Delayed Transfer Assets to Purchaser; and
- (iv) enforce, at the request of Purchaser and at the expense and for the account of Purchaser, any rights of Sellers under or arising from the Delayed Transfer Assets against any third party, including the right to elect to terminate any such rights in accordance with the terms of such rights upon the written direction of Purchaser.
- (v) In order that the full value of the Delayed Transfer Assets may be realized for the benefit of Purchaser, Sellers shall, at the request and expense and under the direction of Purchaser, in the name of Sellers or otherwise as Purchaser may specify, take commercially reasonable action and do or cause to be done all such things as are, in the opinion of Purchaser, necessary or proper in order that the obligations of Seller under such Delayed Transfer Assets may be performed in such manner that the value of such Delayed Transfer Assets is preserved and inures to the benefit of Purchaser, and that any moneys due and payable and to become due and payable to Purchaser in and under such Delayed Transfer Assets are received by Purchaser. Sellers shall promptly pay to Purchaser all moneys collected by or paid to Sellers in respect of such Delayed Transfer Asset, net of any amounts owed to a third party under a Delayed Transfer Asset that is not otherwise paid by Purchaser.

8.9 Corporate Name Change. Within ten (10) Business Days following the Closing Date, each Seller shall deliver to Purchaser a duly executed and acknowledged certificate of amendment to such Seller's organizational document which is required to change such Seller's corporate or other entity name to a new name that is, in Purchaser's reasonable judgment, sufficiently dissimilar to such Seller's present name so as to avoid confusion. Within ten (10) Business Days following the Closing Date, Sellers shall deliver to Purchaser appropriate documents, duly executed and acknowledged, which are required to change each Seller's name to such new name in any jurisdiction in which such Seller is qualified to do business, in forms reasonably satisfactory to Purchaser.

8.10 Use of Name. Sellers hereby agree that upon the consummation of the transactions contemplated hereby, Purchaser shall have the sole right to the use of the names "Supply Source Enterprises", "SSE", "Safety Zone", "Impact Products" or any Trademarks containing or comprising the foregoing, including any name or mark confusingly similar thereto (collectively, the "Seller Marks") and Sellers shall not, and shall not permit any Affiliate to, use any Seller Mark

or any mark confusingly similar thereto. In furtherance thereof, as promptly as practicable but in no event later than ninety (90) days following the Closing Date, Sellers shall remove, strike over or otherwise obliterate all Seller Marks from all materials owned by Sellers and used or displayed publicly including, without limitation, any sales and marketing materials, displays, signs, promotional materials and other materials. After the Closing, Sellers shall take any additional actions reasonably requested by Purchaser, at Purchaser's sole cost and expense, to enable Purchaser or any of its Affiliates to operate and conduct business under each Seller's present name or names similar thereto and to qualify to do business under each Seller's present name or names similar thereto in any state or other jurisdiction.

8.11 Transfer of Intellectual Property. If at any time after the Closing Date, Sellers or Purchaser, or any of their respective Affiliates, discovers that any Purchased Intellectual Property has not been transferred by the Sellers as contemplated herein, the Sellers will promptly transfer or cause to be transferred, such Purchased Intellectual Property to Purchaser or its designee in accordance with the terms of this Agreement (including by executing and delivering to Purchaser or its designee, or causing to be executed and delivered, any instruments and documents necessary to effect such transfer of such Purchased Intellectual Property); *provided*, that (a) the costs of such transfers shall be at Purchaser's sole expense but (b) Purchaser shall not be required to pay Sellers any additional compensation for such Purchased Intellectual Property. Prior to any such transfer, Sellers will hold such Purchased Intellectual Property in trust for Purchaser and pay over to Purchaser promptly any amounts or benefits received with respect to such Purchased Intellectual Property following the Closing Date.

8.12 Bankruptcy Court Approval. Sellers shall use commercially reasonable efforts to obtain approval of the Bidding Procedures Order and Sale Order as expeditiously as possible following the Petition Date.

8.13 Cooperation with Financing.

(a) Prior to the Closing, Sellers shall and shall cause their and their officers, directors, employees, accountants, consultants, investment bankers, legal counsel, agents and other advisors and representatives to use commercially reasonable efforts to provide to Purchaser all cooperation that is reasonably requested by Purchaser in connection with the Debt Financing, including: (i) assisting with the preparation of the Marketing Material; (ii) facilitating the pledging as collateral of all or any portion of the Purchased Assets (including arranging for customary releases, including releases of related guarantees, liens, and other security interests), provided that no pledge shall be effective until the Closing; (iii) delivery to Purchaser and its Debt Financing Sources of Required Information that is Compliant; (iv) assistance to Purchaser in the negotiation of definitive financing documents, including guarantee and collateral documents, and customary closing certificates as may be required by the Debt Financing Sources; (v) [reserved]; (vi) providing, no later than three (3) Business Days prior to the Closing Date, all documentation and other information about the Sellers required under applicable "know your customer," beneficial ownership, and anti-money laundering rules and regulations, including the Patriot Act, that in each case has been requested in writing by Purchaser at least ten (10) Business Days prior to the Closing Date; and (vii) [reserved]; *provided, however*, that nothing in this Agreement shall require such cooperation to the extent it would interfere unreasonably with the Business or operations of the Sellers; and *provided, further*, that notwithstanding anything in this Agreement to the contrary, the

Sellers shall not (A) be required to pay any fees (including commitment or other similar fees), reimburse any expenses, or give any indemnities or incur any Liabilities prior to the Closing, (B) have any Liability or obligation under any loan agreement, debt security or any related document or any other agreement or document related to the Debt Financing (other than any such Liabilities or obligations with respect to the Purchased Assets that become effective as of the Closing), (C) be required to provide access to or disclose information where such access or disclosure would jeopardize the attorney-client privilege or contravene any applicable Law, or (D) be required to or cause any director, officer, or employee of the Sellers to execute any document, certificate or instrument, or make any representation or warranty, in connection with the Debt Financing, except for customary authorization letters and any such contractual obligation, document, certificate or instrument that is conditioned upon, and not effective until, the consummation of the Closing.

(b) The Sellers hereby consent to the use of their respective logos in marketing materials for the Debt Financing; *provided, however*, that such logos are used solely in a manner that is not intended to or reasonably likely to harm or disparage the Sellers or the reputation or goodwill of the Sellers.

(c) All non-public and confidential information regarding Sellers, the Business, the Purchased Assets, and the Assumed Liabilities provided to Purchaser or its representatives pursuant to this Section 8.13 shall be kept confidential by them except for disclosure to Debt Financing Sources and such Debt Financing Sources employees, officers, attorneys, agents and advisors (in each case, on a need to know basis) as required in connection with the Debt Financing subject, in each case, to customary confidentiality protections.

#### 8.14 Receipt of Misdirected Assets; Liabilities.

(a) From and after the Closing, if any Seller or any of its respective designees receives any right, property or asset that is an Purchased Asset, the applicable Seller shall promptly transfer or cause such designee to transfer such right, property or asset (and shall promptly endorse and deliver any such asset that is received in the form of cash, checks or other documents) to Purchaser, and such asset will be deemed the property of Purchaser held in trust by such Seller for Purchaser until so transferred. From and after the Closing, if Purchaser or any of its designees receives any right, property or asset that is an Excluded Asset, Purchaser shall promptly transfer or cause such of its designees to transfer such asset (and shall promptly endorse and deliver any such right, property or asset that is received in the form of cash, checks, or other documents) to the applicable Seller, and such asset will be deemed the property of such Seller held in trust Purchaser for such Seller until so transferred.

(b) From and after the Closing, if any Seller or any of its respective designees is subject to a Liability that should belong to Purchaser pursuant to the terms of this Agreement, such Seller shall promptly transfer or cause such of its designees to transfer such Liability to Purchaser, and Purchaser shall assume and accept such Liability. From and after the Closing, if Purchaser or any of its designees is subject to a Liability that should belong to a Seller pursuant to the terms of this Agreement, Purchaser shall promptly transfer or cause such of its designees to transfer such Liability to the applicable Seller, and such Seller shall accept such Liability.

#### 8.15 Collection of Accounts Receivable.

(a) As of the Closing Date, each Seller hereby (i) authorizes Purchaser to open any and all mail addressed to any Seller relating to the Purchased Assets and delivered to the offices of the Business or otherwise to Purchaser if received on or after the Closing Date and (ii) appoints Purchaser or its attorney-in-fact to endorse, cash and deposit any monies, checks or negotiable instruments received by Purchaser after the Closing Date with respect to accounts receivable that are Purchased Assets or accounts receivable relating to work performed by Purchaser after the Closing, as the case may be, made payable or endorsed to any Seller or Sellers' order, for Purchaser's own account.

(b) As of the Closing Date, each Seller agrees that any monies, checks or negotiable instruments received by any Seller after the Closing Date with respect to accounts receivable that are Purchased Assets or accounts receivable relating to work performed by Purchaser after the Closing, as the case may be, shall be held in trust by such Seller for Purchaser's benefit and account, and promptly upon receipt by a Seller of any such payment (but in any event within five (5) Business Days of such receipt), such Seller shall pay over to Purchaser or its designee the amount of such payments. In addition, Purchaser agrees that, after the Closing, it shall hold and shall promptly transfer and deliver to Sellers or its designee, from time to time as and when received by Purchaser or its Affiliates, any cash, checks with appropriate endorsements, or other property that Purchaser or its Affiliates may receive on or after the Closing which properly belongs to Sellers hereunder, including any Excluded Assets.

(c) As of the Closing Date, Purchaser shall have the sole authority to bill and collect accounts receivable that are Purchased Assets and accounts receivable relating to work performed by Purchaser after the Closing.

#### 8.16 Transition Services Agreement and Related Employees.

(a) Sellers and Purchasers shall use their commercially reasonable efforts to, within three (3) weeks from the date hereof, negotiate and prepare a definitive form of transition services agreement pursuant to which Sellers will provide certain services to Purchaser and which, if necessary to avoid any WARN Liability, provides for the payment by Purchaser of the costs contemplated by Section 8.16(b) (the "Transition Services Agreement").

(b) Within three (3) weeks of the date of execution of this Agreement, Purchaser and the Sellers shall agree upon a number of employees at each location to be offered employment by Purchaser at the Closing. Purchaser and the Sellers shall work in good faith to ensure that the number of offered employees shall result in there not being WARN Liability against the Sellers at any location and, to the extent Purchaser's decision regarding which employees to offer employment would result in WARN Liability at any such location, the Parties agree that the Transition Services Agreement shall include an obligation for the Purchaser to pay all necessary costs associated with ensuring the employees at any implicated location will be permitted to provide transition services for the requisite amount of time that allows for the Sellers to provide any required notices pursuant to WARN in a timely manner.



ARTICLE IX

EMPLOYEES AND EMPLOYEE BENEFITS

9.1 Employment.

(a) Transferred Employees. Subject to Sellers providing an updated Employee Census no later than twenty (20) Business Days prior to Closing, prior to the Closing, Purchaser, on behalf of an Affiliate of Purchaser, shall deliver, in writing, an offer of employment (on an “at will” basis) to those employees identified by Purchaser, at Purchaser’s sole discretion, on a schedule to be delivered to Sellers no later than fifteen (15) Business Days prior to the Closing to commence immediately upon the day following the Closing, subject to such Affiliate of Purchaser’s human resources policies and standard pre-employment requirements and screenings and contingent on the offeree’s agreement to such Affiliate of Purchaser’s standard policies, practices, agreements and procedures. Such individuals who accept such offer by the Closing Date and commence employment with such Affiliate of Purchaser are hereinafter referred to as the “Transferred Employees.” Subject to applicable Laws, on and after the Closing Date, the relevant Affiliate of Purchaser employing the Transferred Employees shall have the right to reassign or dismiss any or all Transferred Employees at any time, with or without cause, and to change the terms and conditions of their employment (including compensation and employee benefits provided to them).

(b) Excluded Employees. Any employee who is not offered employment by Purchaser, on behalf of the Affiliate of Purchaser referenced in Section 9.1(a), prior to Closing, who does not accept an offer of employment with such Affiliate of Purchaser or who does not commence employment with such Affiliate of Purchaser, in each case pursuant to Section 9.1(a), is hereinafter referred to as an “Excluded Employee.”

(c) On or before the Closing, Sellers shall provide a list of the names and sites of employment of any and all employees who have experienced, or will experience, an employment loss or layoff, as defined by WARN, within ninety (90) days prior to the Closing. Sellers shall update this list up to and including the Closing.

(d) Sellers agree that, notwithstanding the terms of any noncompetition, customer non-solicit or other restrictive covenant obligation between any Seller and an employee, such employee shall be permitted to provide services to Purchaser and its Affiliates following the Closing, and Sellers will not seek to enforce the terms of any such restrictive covenant following the Closing with respect to such employee’s services to Purchaser and its Affiliates.

(e) Except as otherwise set forth under this Agreement, Sellers shall retain all Liabilities relating to the employees up to and including the Closing Date.

9.2 Standard Procedure. Pursuant to the “Standard Procedure” provided in Section 5 of Revenue Procedure 96-60, 1996-2 C.B. 399, (i) Purchaser and Sellers shall report on a predecessor/successor basis as set forth therein, (ii) Sellers will not be relieved from filing a Form W-2 with respect to any Transferred Employees, and (iii) Purchaser will undertake to file (or cause to be filed) a Form W-2 for each such Transferred Employee only with respect to the portion of

the year during which such employees are employed by Purchaser that includes the Closing Date, excluding the portion of such year that such employee was employed by any Seller.

### 9.3 Employee Benefits.

(a) Generally. For the period immediately following the Closing through and including the twelve (12)-month anniversary of the Closing, the Purchaser shall provide each Transferred Employee (i) a level of base salary or wages and annual cash target bonus opportunity that in each case is no less favorable to the base salary or wages and annual cash target bonus opportunity provided to such Transferred Employee as of the date of Closing and (ii) employee benefits substantially comparable in the aggregate to (x) the employee benefits (other than equity incentive or equity-based compensation, change in control, severance and retention, defined benefit, post-retirement or retiree medical and similar benefits) provided to such Transferred Employee as of the date of Closing or (y) the employee benefits (other than equity incentive or equity-based compensation, change in control, severance and retention, defined benefit, post-retirement or retiree medical and similar benefits) provided to similarly situated employees of Purchaser as of the date of Closing, either at the election of Purchaser.

(b) Benefits. As soon as reasonably practicable following the Closing, Purchaser shall provide the Transferred Employees with benefits under Purchaser's existing employee benefit plans ("Purchaser Plans"). The Purchaser shall (i) use commercially reasonable efforts to cause to be waived all eligibility waiting periods under any Purchaser Plan that is a welfare plan replacing a Seller Plan to the extent waived or satisfied by a Transferred Employee under the corresponding Seller Plan as in effect prior to being replaced by such Purchaser Plan; and (ii) use commercially reasonable efforts to cause to be waived all pre-existing condition exclusions, and evidence of insurability requirements under any Purchaser Plan that is a welfare plan replacing a Seller Plan to the extent waived or satisfied by a Transferred Employee under the corresponding Seller Plan as in effect prior to being replaced by such Purchaser Plan.

(c) Accrued Vacation. Sellers shall pay Transferred Employees their accrued and unused vacation, for all accrued and unused vacation through the Closing Date on the Closing Date.

9.4 Sole Beneficiaries. This Article IX shall operate exclusively for the benefit of Sellers and Purchaser and not for the benefit of any other Person, including any current or former employees of Sellers or the Transferred Employees, which Persons shall have no rights to enforce this Article IX. Nothing in this Article IX shall: (i) entitle any Transferred Employee to employment with Purchaser or any of its Affiliates; (ii) change such Transferred Employee's status as an employee-at-will or restrict the ability of Purchaser to terminate the service of any Transferred Employee at any time or for any reason; (iii) create any third party rights in any current or former service provider of Sellers; or (iv) constitute the establishment or adoption of or be treated as an amendment of or modification to any Seller Plan or other employee benefit plan or arrangement or restrict the ability of Purchaser, Sellers or any of their respective Affiliates to amend, modify, discontinue or terminate any Seller Plan or other employee benefit plan or arrangement.

ARTICLE X

CONDITIONS TO CLOSING

10.1 Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser to consummate the Transactions is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of Sellers set forth in Article V (other than Fundamental Representations) qualified as to materiality shall be true and correct in all material respects as of the date of this Agreement and as of the Closing as though made at and as of the Closing (except for representations and warranties qualified by materiality or Material Adverse Effect, which shall be true and correct in all respects), except for (i) changes specifically permitted by this Agreement, (ii) those representations and warranties that address matters only as of a particular date need only be true and correct in all material respects as of such date, and (iii) those instances (including in (i) and (ii)) in which the failure of the representations and warranties to be true and correct would not, individually or in the aggregate, have a Material Adverse Effect; *provided*, that Fundamental Representations shall be true and correct in all respects except for *de minimis* inaccuracies (except to the extent such Fundamental Representations expressly relate to an earlier date, in which case such Fundamental Representations shall be true and correct in all respects as of such date except for *de minimis* inaccuracies), and Purchaser shall have received the Sellers Closing Certificate to such effect;

(b) Sellers shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by them prior to the Closing Date, and Purchaser shall have received the Sellers Closing Certificate to such effect;

(c) there shall not have been or occurred any event, change, occurrence or circumstance that has had or which could reasonably be expected to have a Material Adverse Effect since the date of this Agreement;

(d) there shall not be in effect any Order by a Governmental Body of competent jurisdiction (including the Bankruptcy Court) restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; and

(e) subject to Section 8.8, all Purchased Contracts to be assumed by Purchaser shall have been assigned by Sellers pursuant to sections 363 and 365 of the Bankruptcy Code, and all Cure Amounts shall have been paid pursuant to Section 2.6 hereof.

10.2 Conditions Precedent to Obligations of Seller. The obligations of Sellers to consummate the Transactions are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by Sellers in whole or in part to the extent permitted by applicable Law):

(a) The representations and warranties of Purchaser set forth in this Agreement qualified as to materiality shall be true and correct, and those not so qualified shall be true and

correct in all material respects, as of the date of this Agreement and as of the Closing as though made at and as of the Closing, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, on and as of such earlier date), and Sellers shall have received a certificate signed by an authorized officer of Purchaser in the form and substance reasonably satisfactory to Sellers, dated the Closing Date, to such effect;

(b) Purchaser shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date, and Sellers shall have received a certificate signed by an authorized officer of Purchaser (in form and substance reasonably satisfactory to Sellers), dated the Closing Date, to such effect; and

(c) there shall not be in effect any Order by a Governmental Body of competent jurisdiction (including the Bankruptcy Court) restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby.

10.3 Conditions Precedent to Obligations of Purchaser and Sellers. The respective obligations of Purchaser and Sellers to consummate the Transactions are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser and Sellers in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any Order by a Governmental Body of competent jurisdiction restraining (including the Bankruptcy Court), enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby;

(b) the Bankruptcy Court shall have entered the Bidding Procedures Order, and the Bidding Procedures Order shall be a Final Order; and

(c) the Bankruptcy Court shall have entered the Sale Order by the Termination Date, and the Sale Order shall be a Final Order.

10.4 Frustration of Closing Conditions. Neither Sellers nor Purchaser may rely on the failure of any condition set forth in Sections 10.1, 10.2, 10.3, or, as the case may be, if such failure was caused by such Party's failure to comply with, or breach of, any provision of this Agreement.

## ARTICLE XI

### TAXES

11.1 Transfer Taxes. Sellers shall (i) be responsible for (and shall indemnify and hold harmless Purchaser against) any and all Liabilities for any sales, use, stamp, documentary, filing, recording, transfer, real estate transfer, stock transfer, gross receipts, registration, duty, securities transactions or similar fees or taxes or governmental charges (together with any interest or penalty, addition to tax or additional amount imposed) as levied by any Taxing Authority in connection

with the transactions contemplated by this Agreement (collectively, “Transfer Taxes”), regardless of the Person liable for such Transfer Taxes under applicable Law and (ii) timely file or caused to be filed all necessary documents (including all Tax Returns) with respect to Transfer Taxes. The Parties will reasonably cooperate to minimize any such taxes, including with respect to delivery location.

11.2 Prorations. Sellers shall bear all property and ad valorem tax liability with respect to the Purchased Assets if the lien or assessment date arises prior to the Closing Date irrespective of the reporting and payment dates of such taxes. All other real property taxes, personal property taxes, or ad valorem obligations and similar recurring taxes and fees on the Purchased Assets for taxable periods beginning before, and ending after, the Closing Date (excluding any Transfer Taxes), shall be prorated between Purchaser and Sellers as of 12:01 a.m. eastern standard time on the Closing Date. With respect to Taxes described in this Section 11.2, Sellers shall timely file all Tax Returns due before the Closing Date with respect to such Taxes and Purchaser shall prepare and timely file all Tax Returns due after the Closing Date with respect to such Taxes. If one Party remits to the appropriate Taxing Authority payment for Taxes, which are subject to proration under this Section 11.2 and such payment includes the other Party’s share of such Taxes, such other Party shall promptly reimburse the remitting Party for its share of such Taxes.

11.3 Purchase Price Allocation. Not later than one hundred and twenty (120) days after the Closing Date, Purchaser shall prepare and deliver to Sellers copies of Form 8594 and any required exhibits thereto (the “Asset Acquisition Statement”) allocating the Purchase Price (including the Assumed Liabilities) among the Purchased Assets in accordance with the methodology reflected on Schedule 11.3. Purchaser shall prepare and deliver to Sellers from time to time revised copies of the Asset Acquisition Statement (the “Revised Statements”) in accordance with the methodology reflected on Schedule 11.3 so as to report any matters on the Asset Acquisition Statement that need updating (including Purchase Price adjustments, if any). The Purchase Price for the Purchased Assets shall be allocated in accordance with the Asset Acquisition Statement or, if applicable, the last Revised Statements, provided by Purchaser to Sellers, and all income Tax Returns and reports filed by Purchaser and Sellers shall be prepared consistently with such methodology. Sellers and Purchaser, for a period of at least thirty (30) days, shall cooperate in good faith to resolve any disagreements the Sellers may have with an Asset Acquisition Statement or a Revised Statement.

11.4 Cooperation on Tax Matters.

(a) Purchaser and Sellers shall furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Purchased Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required or optional filings relating to Tax matters, for the preparation for any Tax audit, for the preparation for any Tax protest, for the prosecution or defense of any suit or other proceeding relating to Tax matters.

(b) Purchaser shall retain possession of all accounting, business, financial and Tax records and information relating to the Purchased Assets or the Assumed Liabilities that are in existence on the Closing Date and transferred to Purchaser hereunder for a period of at least three (3) years from the Closing Date. Purchaser shall give Sellers notice and an opportunity to

retain any such records in the event that Purchaser determines to destroy or dispose of them after such period. In addition, from and after the Closing Date, Purchaser shall provide access to Sellers (after reasonably detailed prior notice and during normal business hours), to the books, records, documents and other information relating to the Purchased Assets or the Assumed Liabilities as is reasonably necessary for Sellers to properly prepare for, file, prove, answer, prosecute and/or defend any Tax Return, claim, filing, tax audit, tax protest, suit, proceeding or answer.

## ARTICLE XII

### MISCELLANEOUS

12.1 Expenses. Except for the Expense Reimbursement and as otherwise provided in this Agreement, each of Seller and Purchaser shall bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby.

12.2 Survival. Except in the case of Fraud or as expressly set forth in this Agreement to the contrary, all representations and warranties and covenants of any Party contained in this Agreement or in any document delivered pursuant hereto shall not survive the Closing Date and thereafter shall be of no further force and effect. Notwithstanding the foregoing, all covenants and agreements set forth in this Agreement, which by their express terms would require performance after the Closing Date, shall survive until fully performed or until such covenant or agreement expires by its terms.

12.3 R&W Policy Subrogation. Purchaser agrees that it shall cause the R&W Policy to expressly exclude rights of subrogation against Sellers and their respective Affiliates other than solely against Seller with respect to Fraud in connection with the making of the representations and warranties contained in this Agreement. Purchaser covenants and agrees that it will not amend, repeal, or modify any provision of the R&W Policy that is in any manner adverse to Sellers or any of their respective Affiliates.

12.4 Specific Performance. The Parties agree that, if any of the provisions of this Agreement or any other document contemplated by this Agreement were not performed in accordance with its specific terms or were otherwise breached by any Party, irreparable damage would occur, no adequate remedy at law would exist and damages would be difficult to determine, and, therefore, the Parties shall be entitled to an injunction or injunctions, specific performance, or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with the terms of the Agreement in any court of competent jurisdiction without proof of damages or inadequacy of legal remedy without the posting or provision of any bond or other security, this being in addition to any other remedy to which they are entitled under, and in accordance with the terms of, this Agreement.

12.5 Purchaser's Designee. Prior to the Closing, Purchaser shall have the right to designate, in writing, one or more Affiliates of Purchaser (each, the "Designee") to receive and assume, on behalf of Purchaser, any or all of the Purchased Assets or Assumed Liabilities delivered by Sellers at the Closing pursuant to Section 4.2, and Sellers shall, upon receipt of such a

designation by Purchaser, cooperate with Purchaser in assigning and delivering such Purchased Assets or Assumed Liabilities to the Designee at the Closing.

12.6 Governing Law; Submission to Jurisdiction; Consent to Service of Process.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto.

(b) Without limitation of any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court will retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes, which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing will be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action; *provided* that, if the Bankruptcy Cases are closed pursuant to Section 350 of the Bankruptcy Code, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the Delaware Chancery Court or, if such court will not have jurisdiction, any federal court located in the State of Delaware or other Delaware state court, and any appellate court from any thereof for the resolution of any such claim or dispute. The Parties each hereby irrevocably waive, to the fullest extent permitted by applicable Laws, the defense of an inconvenient forum to the maintenance of any such Action. The Parties each consent to service of process by mail (in accordance with Section 12.9) or any other manner permitted by applicable Law.

12.7 Waiver of Right to Trial by Jury. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY OR SUCH PARTY'S REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

12.8 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto) represents the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder

shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by Law.

12.9 Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given (a) when delivered by hand (with written confirmation of receipt), (b) when sent by email of a PDF transmission (upon manual or electronic confirmation of delivery), or (c) one (1) Business Day after being sent to the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as a Party may designate by notice to the other Parties in accordance with this provision):

If to Sellers, to:

Supply Source Enterprises, Inc.  
Impact Products LLC  
The Safety Zone LLC  
c/o H.I.G. Capital, LLC  
1271 Avenue of the Americas, 22<sup>nd</sup> Floor  
New York, New York 10020  
Attn: Rahul Vinnakota  
Steven Kozhimala  
Email: rvinnakota@higcapital.com  
skozhimala@higcapital.com

With a copy to (which shall not constitute notice):

McDermott Will & Emery LLP  
333 Avenue of the Americas, Suite 4500  
Miami, Florida 33131  
Attention: Harris C. Siskind P.A.  
Eric Gilbert; Maria Navarro  
E-mail: hsiskind@mwe.com  
egilbert@mwe.com  
mnavarro@mwe.com

and

McDermott Will & Emery LLP  
444 West Lake Street, Suite 4000  
Chicago, Illinois 60606  
Attention: Felicia Gerber Perlman  
Bradley Thomas Giordano  
Carole Wurzelbacher  
Email: fperlman@mwe.com



bgiordano@mwe.com  
cwurzelbacher@mwe.com

If to Purchaser, to:

TZ SSE Buyer LLC  
c/o Tranzonic Parent LLC  
26301 Curtiss Wright Parkway  
Cleveland, Ohio 44143  
Attention: Jordan Campbell  
Tom Friedl  
Email: campbell@peakrockcapital.com  
tfriedl@tranzonic.com

with a copy to (which shall not constitute notice):

Weil, Gotshal & Manges LLP  
767 Fifth Ave  
New York, NY 10153  
E-mail: ray.schrock@weil.com  
kevin.bostel@weil.com  
richard.frye@weil.com  
Attention: Ray Schrock  
Kevin Bostel  
Richard Frye

#### 12.10 Releases.

(a) Effective as of the Closing and subject to entry of the Sale Order (with any discrepancy between the release provided in the Sale Order, if any, and this Agreement being controlled by the Sale Order), each of the Sellers on their own behalf and on behalf of their past, present, and future predecessors, successors and assigns hereby unconditionally, irrevocably, and fully forever release, remise, acquit, relinquish, irrevocably waive, and discharge, in their capacity as purchaser of the Purchased Assets, the Purchaser, and each of its predecessors, successors, assigns, Subsidiaries and Affiliates, and each of their respective former, current or future, direct or indirect, equity holders, officers, employees, directors, agents, advisory board members, representatives, owners, members, partners, employees, management companies, direct and indirect parent entities, “controlling persons” (within the meaning of federal securities law), heirs, administrators and executors, financial advisors, legal advisors, shareholders, managers, principals, consultants, accountants, attorneys, actuaries, investment bankers and other professionals in each case acting in such capacity whether current or former, including in their capacity as directors of the Company, as applicable (collectively, the “Purchaser Released Persons”), of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, accounts, defenses, offsets, powers, privileges, licenses, Liens, indemnities, guaranties, franchises, rights, assertions, allegations, Actions, suits, controversies, proceedings, losses, damages, injuries, attorneys’ fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected,

foreseen or unforeseen, accrued, unaccrued, fixed, contingent, liquidated or unliquidated, secured or unsecured, direct or derivative, matured or unmatured, pending, or threatened, including all legal and equitable theories of recovery, arising under common law, statute, or regulation or by contract or otherwise, including any derivative claims asserted or assertable on behalf of any of the Sellers, each Sellers Released Persons and Purchaser Released Persons, of every nature and description that exist on the date hereof or that such Person would have been legally entitled to assert (whether individually or collectively) with respect to, based on or relating to, or in any manner arising from, in whole or in part, the Sellers, Purchased Assets or the Business (including the capital structure, management, ownership or operation thereof), the business operations of the Sellers, actions taken by the Sellers' boards of directors, the purchase, sale or rescission of any security of the Sellers, the subject matter of the business or contractual arrangements between or among any of the Sellers Released Persons or Purchaser Released Persons, the Sellers' restructuring efforts, the ownership or operation of the Sellers by any Sellers Released Persons, the distribution of any cash or other property of the Sellers to any Sellers Released Persons or Purchaser Released Persons, the assertion of enforcement of rights or remedies against the Sellers, the Sellers' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to claims asserted against the Sellers), intercompany transactions, the restructuring transactions and the Transactions, entry into the Bankruptcy Cases, the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable, any term sheets, any restructuring support agreement, the DIP Documents, this Agreement, or any other documents relating to any of the foregoing created or entered into in connection with the Transaction, this Agreement or the DIP Documents, or any other act or omission, transaction, agreement, conduct, circumstance, event or other occurrence with respect to the foregoing occurring or taking place on or prior to the Closing; *provided* that nothing herein shall release the Purchaser of its obligations under this Agreement, the Sale Order and the other Transaction Documents, or otherwise constitute a release by Sellers or any of its Affiliates of any claims that Sellers or any of its Affiliates have in the Bankruptcy Cases. Nothing in this Section 12.10(a) shall limit Sellers' or their respective Affiliates' rights in the case of actual Fraud (but not, for the avoidance of doubt, fraudulent conveyance claims). Effective as of the Closing and subject to entry of the Sale Order (with any discrepancy between the release provided in the Sale Order, if any, and this Agreement being controlled by the Sale Order), each of the Sellers on their own behalf and on behalf of their past, present, and future predecessors, successors and assigns, covenants not to sue Purchaser or any Purchaser Released Person, or to instigate, initiate, or pursue against any of them, in any manner of judicial or administrative proceeding on such Seller's own behalf or on behalf of any of the Sellers Released Persons, or any other Person, regarding or in connection with any of the claims released pursuant to this Section 12.10(a).

(b) Effective as of the Closing, the Purchaser, on its own behalf and on behalf of its past, present, and future Affiliates, predecessors, successors and assigns hereby unconditionally, irrevocably, and fully forever release, remise, acquit, relinquish, irrevocably waive, and discharge, the Sellers and each of their predecessors, successors, assigns, Subsidiaries and Affiliates, and each of their respective former, current or future, direct or indirect, equity holders, officers, employees, directors, agents, advisory board members, representatives, owners, members, partners, employees, management companies, direct and indirect parent entities, "controlling persons" (within the meaning of federal securities law), heirs, administrators and executors, financial advisors, legal advisors, shareholders, managers, principals, consultants, accountants, attorneys, actuaries, investment bankers and other professionals in each case acting

in such capacity whether current or former, including in their capacity as directors of the Company, as applicable (collectively, the “Sellers Released Persons”), of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, accounts, defenses, offsets, powers, privileges, licenses, Liens, indemnities, guaranties, franchises, rights, assertions, allegations, Actions, suits, controversies, proceedings, losses, damages, injuries, attorneys’ fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, foreseen or unforeseen, accrued, unaccrued, fixed, contingent, liquidated or unliquidated, secured or unsecured, direct or derivative, matured or unmatured, pending, or threatened, including all legal and equitable theories of recovery, arising under common law, statute, or regulation or by contract or otherwise, including any derivative claims asserted or assertable on behalf of any of the Sellers, each Sellers Released Persons and Purchaser Released Persons, of every nature and description that exist on the date hereof or that such Person would have been legally entitled to assert (whether individually or collectively) with respect to, based on or relating to, or in any manner arising from, in whole or in part, the Sellers, Purchased Assets or the Business (including the capital structure, management, ownership or operation thereof), the business operations of the Sellers, actions taken by the Sellers’ boards of directors, the purchase, sale or rescission of any security of the Sellers, the subject matter of, the business or contractual arrangements between or among any Sellers Released Persons or Purchaser Released Persons, the Sellers’ restructuring efforts, the ownership or operation of the Sellers by any Sellers Released Persons, the distribution of any cash or other property of the Sellers to any Sellers Released Persons or Purchaser Released Persons, the assertion of enforcement of rights or remedies against the Sellers, the Sellers’ in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to claims asserted against the Sellers), intercompany transactions, the restructuring transactions and the Transactions, entry into the Bankruptcy Cases, the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable, any term sheets, any restructuring support agreement, the DIP Documents, this Agreement, or any other documents relating to any of the foregoing created or entered into in connection with the Transaction, this Agreement or the DIP Documents, or any other act or omission, transaction, agreement, conduct, circumstance, event or other occurrence with respect to the foregoing occurring or taking place on or prior to the Closing; *provided* that nothing herein shall release the Sellers of their obligations under this Agreement, the Sale Order, and the other Transaction Documents. Nothing in this Section 12.10(b) shall limit Purchaser’s rights in the case of actual Fraud (but not, for the avoidance of doubt, fraudulent conveyance claims). Effective as of the Closing, the Purchaser, on its own behalf and on behalf of its past, present, and future Affiliates, predecessors, successors and assigns, covenants not to sue any Seller or any Sellers Released Person, or to instigate, initiate, or pursue against any of them, in any manner of judicial or administrative proceeding on such Purchaser’s own behalf or on behalf of any of the Purchaser Released Persons, or any other Person, regarding or in connection with any of the claims released pursuant to this Section 12.10(b).

12.11 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any Law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Any such term or provision held invalid, illegal, or incapable of being enforced only in part or degree will remain in full force and effect to the extent not held invalid, illegal, or incapable of being enforced. Upon such determination that any term or other provision is invalid,

illegal, or incapable of being enforced, such term or provision is hereby deemed modified to give effect to the original written intent of the Parties to the greatest extent consistent with being valid and enforceable under applicable Law.

12.12 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a Party to this Agreement except as provided below. No assignment of this Agreement or of any rights or obligations hereunder may be made by Sellers or Purchaser (by operation of law or otherwise) without the prior written consent of the other Parties hereto and any attempted assignment without the required consents shall be void; *provided, however*, that (a) Purchaser may collaterally assign its rights hereunder to the Debt Financing Sources as required in connection with the Debt Financing and (b) Purchaser may assign this Agreement and any or all rights or obligations hereunder (including, without limitation, Purchaser's rights to purchase the Purchased Assets and assume the Assumed Liabilities) to (i) any Affiliate of Purchaser which assignment shall not relieve Purchaser of its obligations hereunder and (ii) solely in the event of Fraud to any insurer that underwrites the R&W Policy, or the agent of any such insurer which assignment shall not relieve Purchaser of its obligations hereunder; *provided, further*, that Sellers may transfer or assign such rights and obligations under this Agreement to a liquidation trust or similar vehicle under a confirmed chapter 11 plan of liquidation under the Bankruptcy Code in the Bankruptcy Cases. Upon any such permitted assignment, the references in this Agreement to Purchaser and Sellers shall also apply to any such assignee unless the context otherwise requires.

12.13 Third Party Beneficiaries; Non-Recourse. Nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature under or by reason of this Agreement, except as expressly provided herein. Each Party, by its acceptance of the benefits of this Agreement, covenants, agrees and acknowledges that no Persons other than the Persons that are expressly Parties to this Agreement or the Ancillary Documents will have any obligation hereunder or thereunder and that it has no rights of recovery hereunder or thereunder against, and no recourse hereunder or thereunder or in respect of any oral representations made or alleged to be made in connection therewith will be had against, any former, current or future Affiliate, incorporator, controlling Person, fiduciary, representative, co-owner or equity holder of Purchaser or Sellers (or any of their successors or permitted assignees) (each, a "Party Affiliate"); it being expressly agreed and acknowledged that, other than in the case of Fraud, no personal Liability whatsoever will attach to, be imposed on or otherwise be incurred by any Party Affiliate, as such, for any obligations of the applicable Person under this Agreement or any Ancillary Document or the Transactions, under any documents or instruments delivered contemporaneously therewith, in respect of any oral representations made or alleged to be made in connection therewith, or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, such obligations or their creation.

12.14 Headings; Construction. The headings and captions contained in this Agreement and the Disclosure Schedule are provided for convenience only and will not affect its construction or interpretation of this Agreement or the Disclosure Schedule. The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning. Whenever the

words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”. The words “hereof”, “herein” and “herewith” and words of similar import shall, unless expressly otherwise stated, be construed to refer to this Agreement and the Disclosure Schedule as a whole and not to any particular provision of this Agreement or Disclosure Schedule, and article, section, paragraph, exhibit, appendix and schedule references are to the articles, sections, paragraphs, exhibits, appendices and schedules of this Agreement or Disclosure Schedule unless expressly otherwise specified herein or therein. The phrase “made available”, “provided to” or similar phrases when used in reference to a document means that the document was made available (and continuously accessible) for viewing in Seller’s electronic data room hosted by Datasite at least five (5) Business Day prior to the date hereof. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement. A reference to any legislation, statute, rule, standard, regulation or other Law or to any provision of any legislation shall include any amendment, substitution, modification, supplement, replacement, re-enactment and consolidation thereto. References to any section of any statute, listing rule, rule, standard, regulation or other law include any successor to such section. References to any Contract (including this Agreement) are to the Contract as amended, modified, supplemented or replaced from time to time, unless otherwise stated. All references to “dollars” or “\$” in this Agreement refer to United States dollars, which is the currency used for all purposes in this Agreement. When calculating the period of time before which, within which or following which, any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day. Any information set forth in one section of the Disclosure Schedule will be deemed to apply to other sections of the Disclosure Schedule to which its relevance is reasonably apparent from the face of such disclosure (notwithstanding the omission of a reference or cross-reference thereto). The specification of any dollar amount in the representations and warranties contained in this Agreement or the inclusion of any specific item in the Disclosure Schedule hereto is not intended to imply that such amounts, or higher or lower amounts, or the items so included, are or are not required to be disclosed, and neither Party shall use the fact of the setting of such amounts or the fact of the inclusion of any such item in the Disclosure Schedule in any dispute or controversy with any Party as to whether any obligation, item or matter not described herein or included in a Disclosure Schedule hereto is or is not required to be disclosed (including, without limitation, whether such amounts or items are required to be disclosed as material). The information contained in the Disclosure Schedule hereto is disclosed solely for the purposes of this Agreement, and no information contained therein shall be deemed to be an admission by any Party to any third party of any matter whatsoever, including of any violation of Law or breach of any agreement.

12.15 Risk of Loss. Sellers will bear all risk of loss occurring to or upon any portion of the Purchased Assets prior to the Closing Date. In the event that any material portion of any Purchased Assets is damaged or destroyed prior to Closing Date, then, with respect to such Purchased Assets, Purchaser may, at Purchaser’s option, either (a) proceed to close notwithstanding the damage or destruction of such Purchased Assets or (b) exclude such Purchased Assets, in which event Purchaser shall not have any obligation to close if as a consequence of the exclusion of such Purchased Assets any condition to Closing in Article X would not be satisfied.

If Purchaser closes notwithstanding an unrepaired or unrestored loss to a Purchased Asset, Sellers will deliver or assign to Purchaser any insurance proceeds with respect to such damage or destruction, and all claims against third parties relating thereto, and the adjustment to the Purchase Price shall be limited to the amount of any deductible or self-insured retention under the applicable policies of insurance.

12.16 Liquidating Trustee. If at any time any Seller liquidates, its estate is converted to a case under Chapter 7 of the Bankruptcy Code, or otherwise has a trustee or other representative appointed by the Bankruptcy Court (as applicable, a “Trustee”), then (a) such Trustee will be bound to perform the obligations of such Seller and will be entitled to exercise the rights of such Seller under this Agreement, and (b) with respect to all of such Seller’s assets that are abandoned (if any) following the date hereof, such Seller grants to such Trustee a power of attorney for purposes of performing such Seller’s obligations under Section 8.8 with respect to such abandoned assets. Each Seller acknowledges and agrees that the power of attorney granted to such Trustee (if any) pursuant to the foregoing clause (b) is coupled with an interest and will be irrevocable. Further, such power of attorney will also be granted to Purchaser for purposes of performing such Seller’s obligations under Section 8.8 with respect to such abandoned assets, as determined by Purchaser, and in the event Purchaser exercises such power of attorney, the Trustee will not commit any act or take any action that is inconsistent with such exercise by Purchaser, except as requested in writing by Purchaser.

12.17 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

12.18 Debt Financing Sources. Notwithstanding anything herein to the contrary, the Parties hereby agree that (a) no Debt Financing Sources shall have any liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, causes of action, obligations or losses arising under, out of, in connection with or related in any manner to this Agreement or based on, in respect of or by reason of this Agreement or its negotiation, execution, performance or breach (provided that nothing in this Section 12.18 shall limit the liability or obligations of such Debt Financing Sources under any debt commitment letter, the fee letter related thereto, any credit agreement or any other documents governing or evidencing the debt facility, any credit facilities or other financing provided by any Debt Financing Source), (b) only the Purchaser (including its permitted successors and assigns) and the other parties to any debt commitment letter, the fee letter related thereto, any credit agreement or any other agreements governing the Debt Financing at their own direction shall be permitted to bring any claim against a Debt Financing Source for failing to satisfy any obligation to fund the Debt Financing pursuant to the terms of any such agreement, (c) no amendment or waiver of this Section 12.18 or Section 12.12 that is materially adverse to the Debt Financing Sources in their capacity as such shall be effective without the prior written consent of the lenders party to the agreements governing the Debt Financing to which such amendment is materially adverse, (d) the Debt Financing Sources are express and intended third party beneficiaries of this Section 12.18 or Section 12.12, (e) except as may be set forth in any debt commitment letter, the fee letter related thereto, any credit agreement or any other documents governing or evidencing the debt facility, any credit facilities or other financing provided by any Debt Financing Source, any Action of any kind or description (whether at law, in equity, in contract, in tort or otherwise) involving any Debt Financing Source

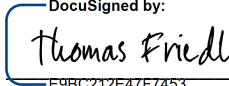
arising out of, in connection with, or relating to the Debt Financing, or the performance of services thereunder shall be subject to the exclusive jurisdiction of a state or federal court sitting in the City of New York (Borough of Manhattan), State of New York (and any appellate court thereof), (f) any interpretation of any agreements related to the Debt Financing will be governed by, and construed and interpreted in accordance with, the laws of the State of New York, (g) no party hereto will bring, permit any of their respective controlled Affiliates to bring, or support anyone else in bringing, any such Action in any other court, and (h) the waiver of rights to trial by jury set forth in Section 12.7 applies to any such legal proceeding.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

**PURCHASER:**

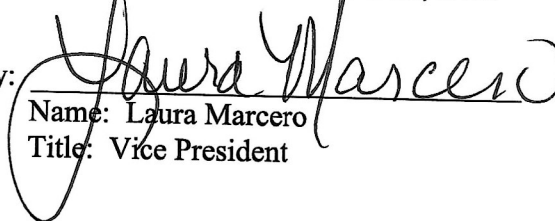
TZ SSE BUYER LLC

By:  Thomas Friedl  
Name: Thomas Friedl  
Title: President and CEO

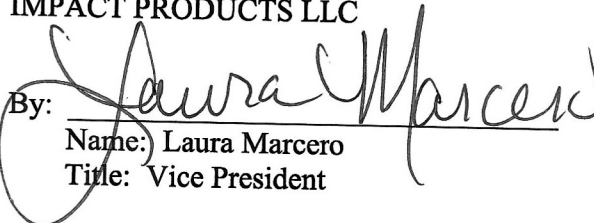


**SELLERS:**

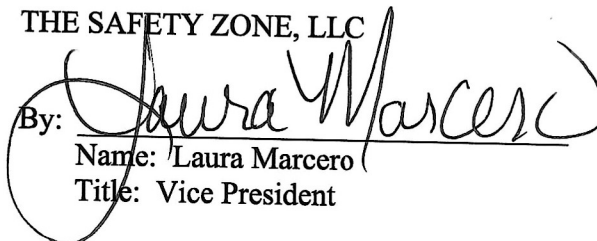
SUPPLY SOURCE ENTERPRISES, INC.

By:   
Name: Laura Marcero  
Title: Vice President

IMPACT PRODUCTS LLC

By:   
Name: Laura Marcero  
Title: Vice President

THE SAFETY ZONE, LLC

By:   
Name: Laura Marcero  
Title: Vice President

**Exhibit A**

**Form of Bill of Sale, Assignment and Assumption Agreement**

[Please see attached.]

**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”), dated as of [●], 2024, is made by and among Supply Source Enterprises, Inc., a Georgia corporation (the “Company”), Impact Products LLC, a Delaware limited liability company (“Impact Products”), The Safety Zone LLC, a Connecticut limited liability company (together with the Company and Impact Products, each a “Seller” and collectively, the “Sellers”), and TZ SSE Buyer, LLC, a Delaware limited liability company (“Purchaser”), in connection with that certain Asset Purchase Agreement, dated as of [●], 2024 (the “Purchase Agreement”), by and among Sellers and Purchaser. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement. In connection with the Purchase Agreement, Sellers and Purchaser desire to enter into this Agreement to evidence the conveyance of the Purchased Assets and the assumption of the Assumed Liabilities by Purchaser. Accordingly, the Sellers and Purchaser agree as follows:

1. Assignment and Assumption. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Closing, Sellers hereby sell, convey, assign, transfer and deliver to Purchaser, and Purchaser hereby purchases, acquires, accept and assumes from Sellers, all of Sellers’ respective rights, title and interest in and to all Purchased Assets and all Assumed Liabilities, each, in accordance with the terms of the Purchase Agreement.
2. Further Assurances. Each party hereby covenants and agrees that it will, at the request of the other parties hereto and without further consideration, execute and deliver such other instruments of sale, transfer, conveyance, and assignment, and take such other action, as may reasonably be necessary to give effect to the sale, transfer, conveyance and assignment of the Purchased Assets and Assumed Liabilities as contemplated by this Agreement.
3. Terms of the Purchase Agreement. Nothing in this Agreement will alter or expand any liability or obligation of the parties arising under the Purchase Agreement and no party makes any representations or warranties hereunder. In the event of a conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall control.
4. Incorporation by Reference. Sections 12.5 through 12.12 and Section 12.15 of the Purchase Agreement are incorporated herein by reference, *mutatis mutandis*.

\* \* \* \* \*

IN WITNESS WHEREOF, Sellers and Purchaser have duly executed this Agreement as of the date first above written.

**SELLERS:**

**SUPPLY SOURCE ENTERPRISES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**IMPACT PRODUCTS LLC**

By: \_\_\_\_\_  
Name:  
Title:

**THE SAFETY ZONE, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**PURCHASER:**

**TZ SSE BUYER LLC**

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit B**

**IP Assignment Agreements**

[Please see attached.]

**INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Intellectual Property Assignment and Assumption Agreement (“Assignment”), dated as of [●], 2024, is by and between Supply Source Enterprises, Inc., a Georgia corporation, Impact Products LLC, a Delaware limited liability company, and The Safety Zone, LLC, a Connecticut limited liability company (each an “Assignor” and together the “Assignors”), and TZ SSE Buyer, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, this Assignment is made and entered into in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of [●], 2024, by and among Assignors and Assignee (the “Purchase Agreement”);

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Assignors agreed to sell, assign, convey and deliver and Assignee agreed to purchase, the Purchased Assets, including all right, title and interest in and to the Purchased Intellectual Property; and

WHEREAS, the execution and delivery of this Assignment is contemplated by Section 4.2(b) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Assignor and Assignee agree as follows:

1. Assignment. Each Assignor hereby sells, conveys, assigns and transfers to Assignee its entire worldwide right, title and interest in and to the Purchased Intellectual Property, together with any and all goodwill connected with and symbolized by the Purchased Intellectual Property, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by the applicable Assignor if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, including all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. Filing and Recordation. The parties hereto agree that Assignee may, at its sole cost and expense, file and record this Assignment, or the equivalent of this Assignment to the extent required, with the United States Patent and Trademark Office or any relevant offices in non-U.S. jurisdictions as necessary to record Assignee as the assignee and owner of the Purchased Intellectual Property.
3. Further Assurances. Each Assignor hereby covenants and agrees that, upon the written request of Assignee, the applicable Assignor will execute and deliver such additional

documents and perform any affirmative acts which may be reasonably necessary to give full effect to, implement and perfect the above-described transfer of rights to Assignee. If Assignee is unable for any reason to secure an Assignor's signature to any document within five (5) days of having requested in writing such signature from Assignor, it is entitled to hereunder or under the Purchase Agreement, such Assignor hereby designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by such Assignor. Assignors shall not enter into any agreement in conflict with this Agreement.

4. Successors. This Assignment will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.
5. Governing Law; Jurisdiction; Consent to Service of Process; Waiver of Jury.
  - a. This Assignment and all Related Claims shall be governed by, construed and enforced in accordance with the internal laws of the State of Delaware, without giving effect to any laws, provisions or rules (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware and without regard to any borrowing statute that would result in the application of the statutes of limitations or repose of any other jurisdiction. In furtherance of the foregoing, the laws of the State of Delaware will control even if under such jurisdiction's choice of law or conflict of law analysis, the substantive or procedural law of some other jurisdiction would ordinarily or necessarily apply.
  - b. Each of the Parties hereto hereby irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware sitting in Wilmington, Delaware (or if such court declines to exercise such jurisdiction in any appropriate state or federal court in the State of Delaware sitting in Wilmington, Delaware) over all Related Claims and the Parties hereto hereby irrevocably agree that all Related Claims shall be heard and determined in such court. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection that they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. The Parties hereto agree that a final judgment with respect to any such Related Claim shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law. Notwithstanding the foregoing, any challenge to a Patent (including, without limitation validity, enforceability, or otherwise) may be brought before the U.S. Patent and Trademark Office or similar foreign body.
  - c. Each of the Parties hereto hereby consents to process being served by any Party to this Assignment in any Action by the delivery of a copy thereof (other than by e-mail) in accordance with the provisions of Section 6.



- d. EACH PARTY HERETO ACKNOWLEDGES THAT ANY ACTION OR LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR ANY RELATED CLAIM IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUCH ACTION, LEGAL PROCEEDING OR RELATED CLAIM. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) IT MAKES THIS WAIVER VOLUNTARILY, AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.1(D).
6. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given in a notice given in accordance with Section 12.8 of the Purchase Agreement.
8. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed will be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or by electronic transmission of a .pdf or other electronic file (including via DocuSign) shall be as effective as delivery of a manually signed counterpart of this Assignment.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, each Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

**ASSIGNOR**

Supply Source Enterprises, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNOR**

Impact Products LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNOR**

The Safety Zone, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE**

TZ SSE BUYER, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit C**

**Form Bidding Procedures Order**

[Please see attached.]

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

In re:

Supply Source Enterprises, Inc., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24- [\_\_\_\_] (\_\_\_\_)

(Jointly Administered)

Re: Docket No. \_\_\_\_

**ORDER (I) APPROVING BIDDING PROCEDURES FOR THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS, (II) DESIGNATION OF THE STALKING HORSE BIDDER, (III) SCHEDULING AN AUCTION AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF, (IV) APPROVING ASSUMPTION AND ASSIGNMENT PROCEDURES, (V) SCHEDULING A SALE HEARING AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF, AND (VI) GRANTING RELATED RELIEF**

Upon consideration of the *Debtors' Motion for Entry of Orders (A)(I) Approving Bidding Procedures for the Sale of Substantially all of the Debtors' Assets, (II) Designation of the Stalking Horse Bidder, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief; and (B)(I) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (II) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* (the "Motion")<sup>2</sup> filed by the debtors and

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<sup>1</sup> The Debtors in these chapter 11 proceedings, together with the last four digits of each Debtor's federal tax identification number, are: Supply Source Enterprises, Inc. (0842); SSE Parent GP, LLC (9632); SSE Parent, LP (2770); SSE Acquisition Holdings, Inc. (2234); SSE Intermediate, Inc. (1772); SSE Buyer, Inc. (5901); Impact Products, LLC (7450); and The Safety Zone, LLC (4597). The Debtors' headquarters are located at 385 Long Hill Road, Guilford, Connecticut 06437.

<sup>2</sup> Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Motion or in the Bidding Procedures, as applicable.

debtors in possession (the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”); and the Court having reviewed the Motion, the First Day Declaration, and the Sale Declaration; and the Court having considered the statements of counsel and the evidence adduced with respect to the Motion at a hearing before the Court (if any) to consider certain of the relief requested in the Motion (the “Bidding Procedures Hearing”); and after due deliberation, this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, and their creditors, and the Debtors having demonstrated good, sufficient, and sound business justifications for the relief granted herein;

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

A. The Court has jurisdiction over this matter pursuant to 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 pursuant to 28 U.S.C. § 157(b). The predicates for the relief granted herein are sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

B. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Notice of the Motion, the Bidding Procedures Hearing, and the proposed entry of this Order was sufficient under the circumstances of the Chapter 11 Cases, and such notice complied with all applicable requirements of the Bankruptcy Code, Bankruptcy Rules, and the Local Rules. Accordingly, no other or further notice of the Motion, the Bidding Procedures Hearing, or this Order need be provided.

D. The bidding procedures, substantially in the form attached hereto as **Exhibit 1** (the “Bidding Procedures”) and incorporated herein by reference as if fully set forth in this Order, are

fair, reasonable, and appropriate and are designed to maximize the value of the proceeds of the sale of all, substantially all, or a portion of the Debtors' assets (the "Assets").

E. The Bidding Procedures comply with the requirements of Local Rule 6004-1(c).

F. The procedures set forth herein regarding the Debtors' assumption and assignment of executory contracts and unexpired leases (collectively, the "Contracts") in connection with a sale of the Assets (the "Assumption and Assignment Procedures") are fair, reasonable, and appropriate and comply with the provisions of section 365 of the Bankruptcy Code and Bankruptcy Rule 6006.

G. The Debtors have articulated good and sufficient business reasons for the Court to approve the relief requested in the Motion, including, without limitation, (i) the Bidding Procedures; (ii) the form and manner of notice of the Bidding Procedures, the auction of the Assets (the "Auction"), and the final hearing to consider approval of a sale of the Assets (the "Sale Hearing"), substantially in the form attached hereto as **Exhibit 2** (the "Sale Notice"); (iii) the form and manner of notice to each relevant non-debtor counterparty to a Contract (each, a "Counterparty") of (a) the Debtors' calculation of the amount necessary to cure any defaults under an applicable Contract (the "Cure Costs") and (b) certain other information regarding the potential assumption and assignment of Contracts in connection with the sale of the Assets, substantially in the form attached hereto as **Exhibit 3** (the "Assumption and Assignment Notice"); and (iv) the Assumption and Assignment Procedures. Such good and sufficient business reasons, which were set forth in the Motion and on the record at the Bidding Procedures Hearing, including the First Day Declaration and the Sale Declaration are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

H. The Bidding Procedures are reasonably designed to promote active bidding at and participation in the Auction to ensure that the highest or otherwise best value is generated for the Assets.

I. The Stalking Horse APA, substantially in the form attached as **Exhibit A** to the Bidding Procedures, was negotiated in good faith and at arm's-length among the Debtors and the Stalking Horse Bidder, provides the Debtors with the opportunity to sell such Assets in a manner designed to preserve and maximize its value, and provides a floor for a further marketing and auction process, and the bid reflected therein represents the highest or best offer the Debtors have received as of the date hereof to purchase the Assets included in the Stalking Horse APA. Without the Stalking Horse APA, the Debtors are at significant risk of realizing a lower price for their Assets. The Stalking Horse Bidder shall act as a "stalking horse bidder" pursuant to the Stalking Horse APA and shall be subject to higher or otherwise better offers in accordance with the Stalking Horse APA and the Bidding Procedures. Pursuit of the Stalking Horse APA Purchaser as a "stalking horse bidder" and the Stalking Horse APA as a "stalking horse purchase agreement" is in the best interests of the Debtors and their estates and their creditors, and it reflects a sound exercise of the Debtors' business judgment. The Stalking Horse Bidder is not an "insider" or "affiliate" of any of the Debtors, as those terms are defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stakeholders exist between the Stalking Horse Bidder and the Debtors. The Stalking Horse Bidder and its counsel and advisors have acted in "good faith" within the meaning of section 363(m) of the Bankruptcy Code in connection with the Stalking Horse Bidder's negotiation of the Bidding Procedures and the Stalking Horse APA, subject compliance with the Bidding Procedures as approved herein.

J. Good and sufficient notice of the relief sought in the Motion has been provided under the circumstances, and no other or further notice is required except as set forth in the Bidding Procedures and the Assumption and Assignment Procedures. A reasonable opportunity to object and be heard regarding the relief granted herein has been afforded to all parties-in-interest.

L. The Sale Notice, the Publication Notice (as defined below), and the Assumption and Assignment Notice are appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Auction, the Sale Hearing, the Bidding Procedures, the Assumption and Assignment Procedures, the Debtors' proposed Cure Costs, any proposed assumption of a Contract in connection with a sale of the Assets, and all relevant and important dates and deadlines with respect to the foregoing, and no other or further notice of the Auction, the sale of the Assets, or the assumption and assignment of Contracts in connection therewith shall be required.

K. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.



**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is GRANTED to the extent set forth herein.

2. All objections to the relief granted in this Order that have not been withdrawn with prejudice, waived, or settled, and all reservations of rights included therein, are hereby overruled, and denied on the merits with prejudice.

**A. The Timeline for the Sale**

3. The Debtors are authorized to proceed with the sale transaction in accordance with the Bidding Procedures and are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance with the following timeline:

<b>Three business days after the entry of the Bidding Procedures Order</b>	Deadline for Debtors to file and serve Sale Notice
<b>Three business days after the entry of the Bidding Procedures Order</b>	Deadline for Debtors to file and serve Assumption and Assignment Notice
<b>June 18, 2024, at 4:00 p.m. (prevailing Eastern Time)</b>	Sale Objection Deadline, Cure Objection Deadline, and Contract Objection Deadline
<b>June 24, 2024, at 4:00 p.m. (prevailing Eastern Time)</b>	Bid Deadline
<b>June 26, 2024, at 10:00 a.m. (prevailing Eastern Time)</b>	Auction (if necessary)
<b>One business day after the conclusion of the Auction</b>	Deadline for Debtors to file and serve Notice of Auction Results
<b>June 28, 2024 at 4:00 p.m. (prevailing Eastern Time)</b>	Supplemental Sale Objection Deadline and Adequate Assurance Objection Deadline (if necessary)
<b>June 30, 2024, at 12:00 p.m. (prevailing Eastern Time)</b>	Deadline to Reply to any Sale Objections or Supplemental Sale Objections
<b>July 1, 2024 at [●:● a/p.m.] (prevailing Eastern Time)</b>	<i>Proposed</i> Sale Hearing (if Auction is held)
<b>June 27, 2024 at [●:● a/p.m.] (prevailing Eastern Time)</b>	Deadline to Consummate Approved Sale

**B. The Bidding Procedures**

4. The Bidding Procedures attached hereto as **Exhibit 1** are hereby approved in their entirety and are incorporated by reference as if fully set forth herein. The Bidding Procedures shall

govern the bids and proceedings related to the Auction and the sale of the Assets. The failure to specifically include or reference a particular provision of the Bidding Procedures in this Order shall not diminish or impair the effectiveness of such provision.

5. Subject to this Order and the Bidding Procedures, the Debtors, in the exercise of their reasonable business judgment and in a manner consistent with their fiduciary duties and applicable law, shall have the right to, following consultation with any Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases on [●] (the “Committee”) and, solely to the extent it is no longer the Stalking Horse Bidder or otherwise participating in the Auction as a bidder, the DIP Lender<sup>3</sup> (collectively, in such capacities if applicable, the “Consultation Parties”):<sup>4</sup> (i) determine which bidders qualify as “Qualified Bidders,” and which bids qualify as “Qualified Bids;” (ii) make final determinations as to whether the Debtors will conduct an Auction; (iii) select the Baseline Bid for the Assets; (iv) determine the amount of each Minimum Overbid; (v) determine the highest or otherwise best offer for the Assets (such bid, a “Leading Bid”); (vi) determine which Qualified Bid is the highest or otherwise best bid for the Assets (such Qualified Bid, including the Stalking Horse Bid if no other Qualified Bids are received and no Auction conducted, a “Successful Bid”) and which Qualified Bid is the next highest and otherwise best bid after the Successful Bid for the Assets (such Qualified Bid, a “Backup Bid”); (vii) reject any bid that is (a) inadequate or insufficient; (b) not in conformity with the requirements of this Order or any other applicable order of the Court, the Bidding Procedures, the Bankruptcy Code, or other applicable law; or (c) contrary to the best interests of the Debtors and their estates;

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<sup>3</sup> For the avoidance of doubt, nothing herein modifies the general information rights available to the DIP Lender under the DIP Credit Agreement.

<sup>4</sup> Any reference to a consent right of the DIP Lender hereunder shall be a reference to the consent of the DIP Lender under the DIP Documents, as applicable.

(viii) adjourn or cancel the Auction in accordance with the Bidding Procedures; and (ix) adjourn the Sale Hearing in accordance with the Bidding Procedures.

6. In accordance with and subject to the Bidding Procedures, and subject to the terms of the Interim DIP Order, the Final DIP Order, and the Stalking Horse APA, the Debtors, in the exercise of their reasonable business judgment and in a manner consistent with their fiduciary duties and applicable law, shall have the right, in consultation with the Consultation Parties, to modify the Bidding Procedures, including to (a) extend or waive deadlines or other terms and conditions set forth herein or therein; (b) adopt new rules and procedures for conducting the bidding and Auction process so long as any such modifications are disclosed to all Prospective Bidders and Qualified Bidders; and (c) otherwise modify the Bidding Procedures to further promote competitive bidding for and maximizing the value of the Assets.

7. At the Auction, if any, any Qualified Bidder who has a valid and perfected lien on any assets of the Debtors' estates (a "Secured Creditor"), whether or not such liens remain subject to any challenge period as set forth in any DIP Financing Order, shall be permitted to submit a credit bid for all or a portion of the assets subject to such lien, up to the amount of such Secured Creditor's claims (a "Credit Bid"). The Stalking Horse Bidder shall be permitted to increase its Credit Bid up to the full amount of its applicable outstanding secured obligations. For purposes of valuing competing Qualified Bids and determining the Successful Bid, the full face amount of a Credit Bid satisfying the requirements set forth in the Bidding Procedures and this Order shall be deemed to have the same value as the equivalent amount of cash. Subject to each Bid and Qualified Bid satisfying the requirements of these Bidding Procedures, the Debtors shall treat comparable Credit Bids and cash bids as equivalent and no Credit Bid shall be considered inferior to a cash bid merely because it is a Credit Bid. Notwithstanding anything to the contrary contained herein,

but subject in all respects to the challenge period as set forth in the Interim DIP Order or, if and once entered, the Final Order (as defined in the Interim DIP Order), the Stalking Horse Bidder shall have the right to Credit Bid all or any portion of the aggregate amount of its applicable outstanding secured obligations, including, without limitation, on account of its secured claims under the DIP Facility, Prepetition Term Loan Facility, and Prepetition ABL Facility, notwithstanding any earlier or lower Credit Bid of any portion of its applicable outstanding secured obligations.

8. Nothing contained in this Order or in the Bidding Procedures is intended to or shall be construed to alter, amend or modify the DIP Financing Order, nor constrain, limit, or impair any right granted to the DIP Lender thereunder. To the extent this Order (or the Bidding Procedures) is or are determined to be inconsistent with the DIP Financing Order in any respect, the terms of the DIP Financing Order shall govern.

**B. Stalking Horse APA**

9. The Stalking Horse APA between the Debtors and the Stalking Horse Bidder attached hereto as Exhibit A to the Bidding Procedures is hereby approved as the form of asset purchase agreement for purposes of the Auction, and is appropriate and reasonably calculated to enable the Debtors and other parties in interest to easily compare and contrast the differing terms of the Bids presented at the Auction.

10. The Debtors are authorized to enter into the Stalking Horse APA, subject to higher or otherwise better offers at the Auction, if any, and subject to the rights of the Committee (if any) and any other party in interest to assert any objections to the Sale on or prior to the Sale Objection Deadline.

11. The Stalking Horse Bidder shall be deemed a Qualified Bidder, and the Stalking Horse Bid shall be deemed a Qualified Bid, which status cannot be abrogated by subsequent amendment or modification to the Bidding Procedures absent further order of the Court. In the event that no other Qualified Bids are submitted, the Stalking Horse Bidder shall be deemed the Successful Bidder.

12. The Expense Reimbursement (as defined in the Stalking Horse APA) is hereby approved and shall survive termination of the Stalking Horse APA. The Debtors are authorized and directed to pay any and all reasonable and documented amounts owing the Stalking Horse Bidder on account of the Expense Reimbursement in accordance with the terms of the Stalking Horse APA without further order of this Court.

**C. Bid Deadline and Auction**

13. Any Prospective Bidder that intends to participate in the Auction must submit in writing to Portage Point (as defined below) (contact information in Sections I and III of the Bidding Procedures) a Qualified Bid on or before **June 24, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the "Bid Deadline"). The Debtors shall promptly provide a copy of each bid to each of the Consultation Parties, but in no event later than the day after the date of the Bid Deadline.

14. If the Debtors receive more than one Qualified Bid for the Assets, the Debtors shall conduct an Auction for the Assets.

15. The Auction, if required, will be conducted on **June 26, 2024, at 10:00 a.m. (prevailing Eastern Time)**, either (a) at the offices of Potter Anderson & Corroon LLP, 1313 N. Market Street, 6<sup>th</sup> Floor, Wilmington, Delaware 19801-6108, (b) some other physical location to be determined by the Debtors, or (c) virtually or at such other date, time or location as designated by the Debtors, after consulting with the Consultation Parties. If the Debtors conduct the Auction

virtually, the Debtors will provide instructions setting forth how to attend the Auction to the participants and other attendees via electronic mail. The Debtors will provide notice (via electronic mail or otherwise) of any change in the date, time, or location of the Auction to Qualified Bidders and the Consultation Parties and will cause publication of such change to occur on the KCC Website (as defined below). If held, the Auction proceedings shall be transcribed or video recorded.

16. If the Debtors determine not to hold an Auction, the Debtors shall file with the Court, serve on the Sale Notice Parties (as defined in Section X.B of the Bidding Procedures), and cause to be published on the website maintained by KCC, Inc., the Debtors' claims and noticing agent in these Chapter 11 Cases, located at [https:// www.kccllc.net/supplysource](https://www.kccllc.net/supplysource) (the "KCC Website"), a notice containing the following information (as applicable): (a) a statement that the Auction has been canceled; (b) the identity of the Successful Bidder; (c) either include a copy of the Successful Bid or a summary of the material terms of such bid, or provide instructions for accessing the Successful Bid free of charge from the KCC Website; and (d) the date, time, and location of the Sale Hearing.

17. Only a Qualified Bidder that has submitted a Qualified Bid shall be eligible to participate in the Auction, subject to any other limitations as the Debtors may reasonably impose in accordance with the Bidding Procedures. Qualified Bidders participating in the Auction must attend the Auction personally or through a duly authorized representative. The Debtors may establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of a Qualified Bidder or otherwise attend the Auction.

18. Each Qualified Bidder participating in the Auction shall confirm in writing on the record that (a) it has not engaged in any collusion with respect to the Auction or the submission of

any bid for any of the Assets; and (b) the Qualified Bid that gained the Qualified Bidder admission to participate in the Auction and each Qualified Bid submitted by the Qualified Bidder at the Auction constitutes a binding, good-faith, and *bona fide* offer to purchase the Assets identified in such bids.

19. As soon as practicable after the conclusion of the Auction, the Debtors shall file with the Court, serve on the Sale Notice Parties, and cause to be published on the KCC Website, a notice setting forth the results of the Auction (the “Notice of Auction Results”). The Notice of Auction Results will (a) identify each Successful Bidder and each Backup Bidder, as applicable; (b) either include a copy of each Successful Bid and each Backup Bid or a summary of the material terms of such bid, or provide instructions for accessing each Successful Bid and each Backup Bid free of charge from the KCC Website; and (c) set forth the date, time, and location of the Sale Hearing and any other relevant dates or other information necessary to reasonably apprise the Sale Notice Parties of the outcome of the Auction.

#### **D. Sale Noticing and Objection Procedures**

20. Except objections to the conduct of the Auction, the Successful Bidder or the Backup Bidder, all objections to the sale of the Assets (each, a “Sale Objection”), including (a) any objection to the sale of any Assets free and clear of liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code to the Stalking Horse Bidder, a Successful Bidder, and/or a Backup Bidder (as applicable) and (b) any objection to the entry of any Sale Order shall be (i) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; (ii) filed with the Court by **no later than June 18, 2024, at 4:00 p.m. (prevailing Eastern Time)** (the “Sale Objection Deadline”); and (iii) served on the Objection Notice Parties (as defined in Section X.D of the Bidding Procedures).

21. Following service of the Notice of Auction Results, parties in interest may file an objection solely with respect to the conduct of the Auction, the Successful Bidder, the Backup Bidder, or the Sale to the Successful Bidder or the Backup Bidder (in each case, if such bidder is not the Stalking Horse Bidder) (each such objection, a “Supplemental Sale Objection”). Any Supplemental Sale Objection shall be (a) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; (b) filed with the Court by **no later than June 28, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the “Supplemental Sale Objection Deadline”); and (c) served on the Objection Notice Parties.

22. Any party who fails to file and serve a timely Sale Objection or Supplemental Sale Objection in accordance with the terms of this Order shall be forever barred from asserting, at the Sale Hearing or thereafter, any Sale Objection or Supplemental Sale Objection to the relief requested in the Motion, or to the consummation or performance of the sale of the Assets, including the transfer of Assets to the Successful Bidder free and clear of liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code, and shall be deemed to “consent” to such sale for purposes of section 363(f) of the Bankruptcy Code.

23. The Debtors or any other party in interest may file a reply to any Sale Objection or Supplemental Sale Objection, if any, by **no later than June 30, 2024 at 12:00 p.m. (prevailing Eastern Time)**.

24. Consummation of the sale of the Assets pursuant to a Successful Bid shall be subject to Court approval. The Sale Hearing to (a) approve a sale of all, substantially all, or a portion of the Assets to the Stalking Horse Bidder or another Successful Bidder(s) and (b) authorize the assumption and assignment of certain executory contracts and unexpired leases shall be held before the Court on **July 1, 2024 at [●] (prevailing Eastern Time)**; *provided, that*, the



Debtors may seek an adjournment or rescheduling of the Sale Hearing, consistent with the Bidding Procedures and this Order. At the Sale Hearing, the Debtors will seek Court approval of the Stalking Horse Bid or another Successful Bid(s) and the Backup Bid(s) (if any). Unless the Court orders otherwise, the Sale Hearing shall be an evidentiary hearing on matters relating to the sale transaction and there will be no further bidding at the Sale Hearing. If the Successful Bidder(s) cannot or refuses to consummate the Sale(s) because of the breach or failure on the part of such Successful Bidder, the Debtors may, in accordance with the Bidding Procedures, designate the Backup Bid to be the new Successful Bid and the Backup Bidder to be the new Successful Bidder, and the Debtors shall be authorized, but not required, to consummate the applicable transaction with the Backup Bidder without further order of the Court.

25. The Sale Notice, substantially in the form attached hereto as **Exhibit 2**, is approved, and no other or further notice of the proposed sale of the Assets, the Auction, the Sale Hearing, the Sale Objection Deadline, or the Supplemental Sale Objection Deadline shall be required if the Debtors serve and publish the Sale Notice in the manner provided in the Bidding Procedures and this Order. **By no later than three (3) business days after entry of the Bidding Procedures Order**, the Debtors shall file with the Court, serve on the Sale Notice Parties, and cause to be published on the KCC Website, the Sale Notice.

26. As soon as practicable but no later than five business days after the entry of this Order, the Debtors shall cause the information contained in the Sale Notice, with such modifications as may be appropriate for purposes of publication, to be published once in the national edition of *USA Today National Edition* or *New York Times National Edition* (the "**Publication Notice**").

#### **E. Assumption and Assignment Procedures**

27. The Assumption and Assignment Notice, substantially in the form attached hereto as **Exhibit 3**, is approved, and no other or further notice of the Debtors' intention to assume or assign the Contracts or of the Debtors' proposed Cure Costs is necessary or required.

28. **By no later than three (3) business days after entry of the Bidding Procedures Order**, the Debtors shall file with the Court, serve on the applicable Counterparties (and counsel, if known), and cause to be published on the KCC Website, the Assumption and Assignment Notice.

29. To the extent the Debtors, at any time after the deadline to file and serve the Assumption and Assignment Notice (i) identify additional Contracts to be assumed and assigned to the Stalking Horse Bidder or other Successful Bidder (the "Additional Contracts"), (ii) remove Contracts from the list of executory contracts and leases proposed to be assumed and assigned in connection with the sale of the Assets, (iii) and/or modify the previously stated Cure Cost associated with any Contracts, the Debtors will promptly file with this Court and serve by first-class mail or email a supplemental notice of contract assumption (a "Supplemental Assumption and Assignment Notice") on each of the counterparties to such Contracts and their counsel of record, if any. Each Supplemental Assumption and Assignment Notice will include the same information with respect to listed Additional Contracts as was included in the initial Assumption and Assignment Notice. The Stalking Horse Bidder may designate Additional Contracts to be assumed and assigned at any time until two (2) Business Days prior to the Closing Date (as defined in the Stalking Horse APA), and may remove Contracts from the list of Contracts at any time until two (2) Business Days prior to the Closing Date. Counterparties to Additional Contracts or that otherwise receive a Supplemental Assumption and Assignment Notice shall have until 4:00 p.m. (prevailing Eastern Time) on the date that is seven (7) days after the filing and service of the

Supplemental Assumption and Assignment Notice by the Debtors to the Counterparty to file a Contract Objection (as defined herein).

30. Any objection to the Debtors' proposed Cure Costs (each such objection, a "Cure Objection") or the assumption and assignment on any basis (except objections solely related to adequate assurance of future performance provided by a Successful Bidder other than the Stalking Horse Bidder) (each such objection, an "Assumption/Assignment Objection" and, together with a Cure Objection, a "Contract Objection") shall be (a) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; (b) filed with the Court by **no later than June 18, 2024, at 4:00 p.m. (prevailing Eastern Time)**; and (c) served on the Objection Notice Parties.

31. The Debtors or the Successful Bidder, and the objecting Counterparty shall first confer in good faith to attempt to resolve the Cure Objection without Court intervention. If the parties are unable to consensually resolve the Cure Objection prior to the commencement of the Sale Hearing, the Court will make all necessary determinations relating to the applicable Cure Costs and Cure Objection at a hearing scheduled pursuant to this Order. If a Cure Objection is resolved in a manner that is not in the best interests of the Debtors and their estates, whether or not such resolution occurs prior to or after the closing of the sale of the Assets, the Debtors or the Successful Bidder may determine that any Contract subject to such resolved Cure Objection no longer will be assumed and assigned in connection with the sale of the Assets (subject to the terms of the applicable purchase agreement). All other objections to the Debtors' proposed assumption and assignment of the Debtors' right, title, and interest in, to, and under a Contract shall be heard at the Sale Hearing or at a subsequent hearing scheduled pursuant to this Order.

32. If a timely Cure Objection cannot otherwise be resolved by the parties, the Cure Objection may be heard at the Sale Hearing or, with the agreement of the Debtors and Successful Bidder, be adjourned to a subsequent hearing, with notice to the party having filed the Cure Objection (each such Cure Objection, an “Adjourned Cure Objection”). An Adjourned Cure Objection may be resolved after the closing date of the sale of the Assets. Any Contract that is the subject of an Adjourned Cure Objection may be assumed and assigned prior to the resolution of such objection, so long as the Debtors or Successful Bidder, as applicable, (i) pay any undisputed Cure Costs on or before (x) the Closing Date (as defined in the Stalking Horse APA) or (y) in the event the Successful Bidder is a party other than the Stalking Horse Bidder, the date designated for consummating the sale under such Successful Bidder’s purchase agreement and (ii) appropriately reserve funding for the disputed portion of the Cure Costs pending resolution of the dispute.

33. If a Counterparty fails to file with the Court and serve on the Objection Notice Parties a timely Contract Objection, (i) the Counterparty shall be deemed to have consented to the assumption by the Debtors and assignment to the Stalking Horse Bidder or other Successful Bidder of the Contract (other than as it relates to adequate assurance of future performance of a Successful Bidder that is not the Stalking Horse Bidder), (ii) the Stalking Horse Bidder shall be deemed to have provided adequate assurance of future performance with respect to a Contract in accordance with Bankruptcy Code sections 365(b)(1)(C), 365(f)(2)(B), and, if applicable, Bankruptcy Code section 365(b)(3), notwithstanding anything to the contrary in the Contract or any other document, (iii) the Counterparty shall be forever barred from asserting any objection with regard to such assumption and assignment (including, without limitation, with respect to adequate assurance of future performance by the Stalking Horse Bidder), (iv) any and all defaults under the Contract and

any and all pecuniary losses related thereto shall be deemed cured and compensated pursuant to Bankruptcy Code section 365(b)(1)(A) and upon payment of the Cure Costs set forth in the Assumption and Assignment Notice for such Contract, and the Counterparty shall be forever barred from asserting any objection with regard to the cost to cure any defaults under the applicable Contract, and (v) the Counterparty shall be forever barred from asserting any other claims related to such Contract against the Debtors and their estates or the Stalking Horse Bidder or other Successful Bidder, or the property of any of them, that existed prior to the entry of the order resolving such Contract Objection and any Sale Order.

34. In accordance with the Bidding Procedures, Qualified Bids shall be accompanied by Adequate Assurance Information (as defined in the Bidding Procedures). The Debtors shall promptly provide, upon a Counterparty's request to the Debtors' counsel, the Adequate Assurance Information to any Counterparty (and counsel, if known) to any Contract that may be assumed by the applicable Qualified Bidder. Any Adequate Assurance Information provided by the Debtors to a Counterparty shall be provided on a confidential basis unless otherwise agreed by the applicable Qualified Bidder.

35. Any objection to the proposed assumption and assignment of a Contract, the subject of which objection is a Successful Bidder's (or any other relevant assignee's), other than the Stalking Horse Bidder's, proposed form of adequate assurance of future performance with respect to the Contract (each such objection, an "Adequate Assurance Objection"), shall be (a) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; (b) filed with the Court by **no later than June 28, 2024 at 4:00 p.m. (prevailing Eastern Time)**; and (c) served on the Objection Notice Parties.

36. The Debtors, the Successful Bidder, and a Counterparty that has filed an Adequate Assurance Objection shall first confer in good faith to attempt to resolve the Adequate Assurance Objection without Court intervention. If the parties are unable to consensually resolve the Adequate Assurance Objection prior to the commencement of the Sale Hearing, the Adequate Assurance Objection and all issues of adequate assurance of future performance of the Successful Bidder (or any other relevant assignee), other than the Stalking Horse Bidder, shall be determined by the Court at the Sale Hearing or, at the option of the Debtors and the Successful Bidder, be adjourned to a subsequent hearing, with notice to the party having filed the Adequate Assurance Objection.

37. If a Counterparty fails to file with the Court and serve on the Objection Notice Parties a timely Adequate Assurance Objection, the Counterparty shall be forever barred from asserting any objection to the assumption and/or assignment of a Contract with regard to adequate assurance of future performance. The Successful Bidder (or any other relevant assignee) shall be deemed to have provided adequate assurance of future performance with respect to a Contract in accordance with Bankruptcy Code sections 365(b)(1)(C), 365(f)(2)(B), and, if applicable, Bankruptcy Code section 365(b)(3), notwithstanding anything to the contrary in the Contract or any other document.

38. As soon as reasonably practicable after the closing of the sale of the Assets, the Debtors shall file with the Court, serve on the applicable Counterparties, and cause to be published on the KCC Website, a notice containing the list of Contracts that the Debtors assumed and assigned pursuant to any asset purchase agreement with a Successful Bidder on the closing date of the sale of the Assets.

39. The inclusion of a Contract or Cure Costs with respect to any Contract on any Assumption and Assignment Notice, shall not constitute or be deemed a determination or admission by the Debtors, any Successful Bidder, or any other party that such Contract is an executory contract or an unexpired lease within the meaning of the Bankruptcy Code, and shall not be a guarantee that such Contract ultimately will be assumed or assigned. The Debtors reserve all of their rights, claims, and causes of action with respect to each Contract listed on any Assumption and Assignment Notice.

**F. Other Related Relief**

40. Notwithstanding anything herein or in the Bidding Procedures to the contrary, the Debtors shall not be permitted to modify the consultation rights of the Consultation Parties in the Bidding Procedures absent further order of this Court or the consent of any affected Consultation Parties, *provided, however*, that the Debtors will not consult with or provide copies of any bids or other confidential information to any Consultation Party or any insider or affiliate of the Debtors if such party is an active bidder for the Assets at the applicable time, and *provided, further*, that if a member of the Committee submits a Qualified Bid for the Assets, the Committee will maintain its consultation rights as a Consultation Party, *provided* that the Committee shall exclude the bidding Committee member from any discussions or deliberations regarding a transaction involving the relevant Assets, and shall not provide any confidential information regarding the Assets or otherwise involving the Sale Process to such bidding Committee member. Notwithstanding anything to the contrary herein, upon written notice (which may be via email) by the DIP Lender or such Committee member to the Debtors, or express confirmation on the record during the Auction, of its withdrawal as a bidder for the Assets, the DIP Lender's rights and such Committee member's rights, as applicable, as a Consultation Party shall be restored.

41. All persons and entities that participate in the Auction or bid for the Assets during the Sale Process shall be deemed to have knowingly and voluntarily (a) consented to the core jurisdiction of the Court to enter any order related to the Bidding Procedures, the Auction, or any other relief requested in the Motion or granted in this Order; (b) waived any right to a jury trial in connection with any disputes relating to the Bidding Procedures, the Auction, or any other relief requested in the Motion or granted in this Order; and (c) consented to the entry of a final order or judgment in connection with any disputes relating to the Bidding Procedures, the Auction, or any other relief requested in the Motion or granted in this Order, if it is determined that the Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the relevant parties.

42. Nothing in this Order or the Bidding Procedures shall prevent the Debtors from, in the exercise of their fiduciary duties, pursuing or otherwise consummating an alternative transaction.

43. Notwithstanding the applicability of any of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or any other provisions of the Bankruptcy Rules or the Local Rules stating to the contrary, the terms and provisions of this Order shall be immediately effective and enforceable upon its entry, and any applicable stay of the effectiveness and enforceability of this Order is hereby waived.

44. The Debtors are authorized to take all steps necessary or appropriate to implement the relief granted in this Order.

45. This Order shall be binding on and inure to the benefit of the Debtors, including any Chapter 7 or Chapter 11 trustee or other fiduciary appointed for the estate of the Debtors.



46. This Order shall constitute the findings of fact and conclusions of law and shall take immediate effect upon execution hereof.

47. To the extent any of the deadlines set forth in this Order do not comply with the Local Rules, such Local Rules are waived and the terms of this Order shall govern.

48. This Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Order.

**Exhibit 1**

**Bidding Procedures**

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

<p>In re:</p> <p>Supply Source Enterprises, Inc., <i>et al.</i>,<sup>1</sup></p> <p style="text-align: center;">Debtors.</p>	<p>Chapter 11</p> <p>Case No. 24- [____] (____)</p> <p>(Jointly Administered)</p>
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**BIDDING PROCEDURES**

The above-captioned debtors and debtors in possession (the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) will use the procedures set forth herein (the “Bidding Procedures”) in connection with a sale or disposition of all, substantially all, or a portion of the Debtors’ assets (the “Assets”).

On May [\_\_\_\_], 2024, the Debtors filed with the United States Bankruptcy Court for the District of Delaware (the “Court”) the *Debtors’ Motion for Entry of Orders (A)(I) Approving Bidding Procedures for the Sale of Substantially all of the Debtors’ Assets, (II) Designation of the Stalking Horse Bidder, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief; and (B)(I) Approving the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (II) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* [Docket No. \_\_\_\_] (the “Motion”). By the Motion, the Debtors sought, among other things, entry of an order approving Bidding Procedures for soliciting bids for an auction (the “Auction”) of, and consummating a sale of, the Assets, as further described herein.

On May [\_\_\_\_], 2024, the Court entered an *Order (I) Approving Bidding Procedures for the Sale of Substantially all of the Debtors’ Assets, (II) Designation of the Stalking Horse Bidder, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief* [Docket No. \_\_\_\_] (the “Order”).<sup>2</sup>

<sup>1</sup> The Debtors in these chapter 11 proceedings, together with the last four digits of each Debtor’s federal tax identification number, are: Supply Source Enterprises, Inc. (0842); SSE Parent GP, LLC (9632); SSE Parent, LP (2770); SSE Acquisition Holdings, Inc. (2234); SSE Intermediate, Inc. (1772); SSE Buyer, Inc. (5901); Impact Products, LLC (7450); and The Safety Zone, LLC (4597). The Debtors’ headquarters are located at 385 Long Hill Road, Guilford, Connecticut 06437.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in these Bidding Procedures, the Motion, or the Order, as applicable.

## I. ASSETS FOR SALE

The Debtors intend to sell all, substantially all, or a portion of their Assets. The ability to undertake and consummate a sale of the Assets shall be subject to competitive bidding, as set forth herein, and approval by the Court. In addition to the Stalking Horse Bid (as defined in the Motion), the Debtors will consider bids for the Assets from other parties.

The Stalking Horse Bid represents a bid for substantially all of the Debtors' assets and certain contracts, accounts receivable, and all other Purchased Assets (as defined in the Stalking Horse APA).

Parties may submit bids for all or some of the Debtors' business and assets, including for parts of the Debtors' business or assets (each, a "Partial Bid"), which bids may be combined with other Partial Bids or be considered independently and/or together with the liquidation value (as reasonably determined by the Debtors in good faith) of the Debtors' business or assets that are not the subject of other Partial Bids to be deemed a Qualified Bid.

Any party interested in submitting a bid for any of the Debtors' Assets should contact the following individuals at Triple P RTS, LLC ("Portage Point"):

### **Portage Point**

Attn: Jason Cohen and Lisa Lansio

jcohen@pppllc.com

llansio@pppllc.com

## II. KEY DATES AND DEADLINES

<b>Three business days after the entry of the Bidding Procedures Order</b>	Deadline for Debtors to file and serve Sale Notice
<b>Three business days after the entry of the Bidding Procedures Order</b>	Deadline for Debtors to file and serve Assumption and Assignment Notice
<b>June 18, 2024, at 4:00 p.m. (prevailing Eastern Time)</b>	Sale Objection Deadline, Cure Objection Deadline, and Contract Objection Deadline
<b>June 24, 2024, at 4:00 p.m. (prevailing Eastern Time)</b>	Bid Deadline
<b>June 26, 2024, at 10:00 a.m. (prevailing Eastern Time)</b>	Auction
<b>One business day after the conclusion of the Auction</b>	Deadline for Debtors to file and serve Notice of Auction Results
<b>June 28, 2024 at 4:00 p.m. (prevailing Eastern Time)</b>	Supplemental Sale Objection Deadline and Adequate Assurance Objection Deadline
<b>June 30, 2024, at 12:00 p.m. (prevailing Eastern Time)</b>	Deadline to Reply to any Sale Objections or Supplemental Sale Objections
<b>July 1, 2024 at [●:● a/p.m.] (prevailing Eastern Time)</b>	<i>Proposed</i> Sale Hearing

<b>July 15, 2024</b>	Deadline to Consummate Approved Sale
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### III. DUE DILIGENCE

Each person or entity that desires to participate in the Auction process (each, a “Prospective Bidder”) must first deliver to Portage Point (contact information in Section I above and in this Section III) the following:

- documentation identifying the Prospective Bidder, its principals, and the representatives thereof who are authorized to appear and act on its behalf for all purposes regarding the contemplated Sale;
- an executed confidentiality agreement, in form and substance satisfactory to the Debtors;
- a statement and other factual support demonstrating to the Debtors and their advisors, in their sole judgment, that the Prospective Bidder has a *bona fide* interest in purchasing some or all of the Assets; and
- preliminary proof by the Prospective Bidder of its financial capacity to close a proposed sale transaction, which may include current unaudited or verified financial statements of, or verified financial commitments obtained by, the Prospective Bidder (or, if the Prospective Bidder is an entity formed for the purpose of acquiring the Assets to be sold, the party that will bear liability for a breach by the Prospective Bidder of an asset purchase agreement or other agreement entered into in respect of the sale transaction), the adequacy of which the Debtors and their advisors will determine in their sole judgment.

Without the need for any further action, the Stalking Horse Bidder is a Qualified Bidder (as defined in Section VI.C below).

Upon execution of a valid confidentiality agreement and subject to the other limitations and guidelines set forth herein, the Debtors may grant a Prospective Bidder that the Debtors identify as reasonably likely to become a Qualified Bidder with access to information contained in the Debtors’ confidential electronic data room (the “Data Room”) allowing such Prospective Bidder to conduct due diligence with respect to the potential acquisition of some or all of the Assets. Access may be terminated by the Debtors in their reasonable discretion at any time for any reason whatsoever, including that a Potential Bidder does not become a Qualified Bidder, these Bidding Procedures are terminated, the Potential Bidder breaches any obligations under its confidentiality agreement or the Debtors become aware that information submitted by the Potential Bidder for requesting access to the Data Room is inaccurate or misleading. The Debtors may restrict or limit access of a Potential Bidder to the Data Room if the Debtors determine, based on their reasonable business judgment that certain information in the Data Room is sensitive, proprietary, or otherwise not appropriate for disclosure to such Potential Bidder.

If the Debtors determine that a Prospective Bidder is unlikely to qualify as a Qualified Bidder or fails to become a Qualified Bidder, then such Prospective Bidder shall have no further right to access due diligence or any other non-public information. The Prospective Bidder shall return or destroy any non-public information the Debtors or their advisors provided to the

Prospective Bidder in accordance with the terms of the confidentiality agreement executed by the Debtors and the Prospective Bidder. For purposes hereof, the term “Consultation Parties” shall include the Committee and, solely to the extent it is no longer the Stalking Horse Bidder or otherwise participating in the Auction as a bidder, the DIP Lender.

The Debtors will try to accommodate all reasonable requests from Prospective Bidders for additional information and due diligence access. All due diligence requests shall be directed to Jason A. Cohen ([jcohen@pppllc.com](mailto:jcohen@pppllc.com)) and Lisa K. Lansio ([llansio@pppllc.com](mailto:llansio@pppllc.com)).

Neither the Debtors nor any of their representatives shall be obligated to furnish any information of any kind whatsoever relating to the Debtors’ businesses or assets to any person or entity who (i) is not a Potential Bidder, (ii) does not comply with the participation requirements set forth herein, or (iii) in the case of competitively sensitive information, is a competitor of the Debtors, in the reasonable business judgment of the Debtors after consulting with the Consultation Parties.

Each Qualified Bidder shall be deemed to acknowledge and represent (i) that it has had an opportunity to (x) conduct any and all due diligence regarding the [Applicable] Acquired Assets prior to making a bid and (y) investigate and/or inspect any documents and the Applicable Acquired Assets in making its bid; (ii) that it has relied solely upon its own independent review in making its bid; and (iii) that it did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise regarding the Applicable Acquired Assets, or the completeness of any information provided in connection therewith, except as expressly stated in these Bidding Procedures. The Debtors and their respective estates are not responsible for, and will have no liability with respect to, any information obtained by, or provided to, any Potential Bidders in connection with these Bidding Procedures and the Sale Transactions.

#### **IV. STALKING HORSE BIDDER**

The Debtors, as sellers, and the DIP Lender, as buyer (in such capacity, the “Stalking Horse Bidder”) have negotiated the asset purchase agreement in the form attached as Exhibit A hereto (the “Stalking Horse APA”), which contemplates a sale of the Assets to the Stalking Horse Bidder on the terms set forth in the Stalking Horse APA under sections 105, 363 and 365 of the Bankruptcy Code (“Stalking Horse Bid”).

The Stalking Horse Bidder shall have the absolute and unconditional right to credit bid, as a component of any or all Qualified Bids (as defined in the Bidding Procedures) or in connection with any Subsequent Bid (as defined below), all or a portion of the aggregate amount of its applicable outstanding secured obligations, including, without limitation, on account of its secured claims under the DIP Facility, Prepetition Term Loan Facility, and Prepetition ABL Facility, notwithstanding any earlier or lower Credit Bid of any portion of its applicable outstanding secured obligations.

Without the need for any further action, the Stalking Horse Bidder is a Qualified Bidder (as defined in Section VI below).

## V. BID DEADLINE

Any Prospective Bidder that intends to participate in the Auction must submit in writing to the Bid Notice Parties a Qualified Bid (as defined in Section VI.C below) on or before **June 24, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the “Bid Deadline”). The Debtors shall (subject to Section XI.C hereof) promptly provide a copy of each bid to each of the Consultation Parties, but in no event later than the day after the date of the Bid Deadline.

## VI. BID REQUIREMENTS

### A. Qualified Bid Requirements

To qualify as a “Qualified Bid,” a bid must be in writing and satisfy the following requirements:

1. Identification of Bidder. A Qualified Bid must fully disclose the following: (a) the legal identity of each person or entity bidding for the Assets and/or otherwise sponsoring, financing (including through the issuance of debt in connection with such bid), or participating in (including through license or similar arrangement with respect to the Assets to be acquired in connection with such bid) the Auction in connection with such bid and the complete terms of any such participation; and (b) any past or present connections or agreements with the Debtors, the Stalking Horse Bidder, any other known Prospective Bidder or Qualified Bidder, the DIP Lender, or any officer or director of any of the foregoing (including any current or former officer or director of the Debtors).
2. Purchased Assets. A Qualified Bid must identify the following:
  - a. the Assets to be purchased, including any executory contracts and unexpired leases (collectively, the “Contracts”) that, as of the submission of such bid, the Prospective Bidder proposes to be assumed and assigned by the Debtors in connection with the proposed sale; and
  - b. the liabilities, if any, to be assumed, including any debt to be assumed.
3. Form of Consideration.
  - a. Credit Bidding. The Stalking Horse Bidder or any Prospective Bidder holding a perfected security interest in any of the Assets may seek to credit bid all or a portion of such party’s claims for the collateral in which such party holds a perfected security interest (each such Bid, a “Credit Bid”) in accordance with section 363(k) of the Bankruptcy Code. A Credit Bid may be applied only with



respect to those Assets in which the party submitting such Credit Bid holds a perfected security interest.

- b. Consideration. Each other bid must include a statement confirming that the bid is based on an all-cash offer, or if a bid includes forms of consideration other than cash, the bidder shall include an analysis or description of the value of such non-cash components, including any supporting documentation, to assist the Debtors and the Consultation Parties (subject to Section XI.C hereof) in evaluating the bid.
4. Minimum Bid for Assets. Each bid that is not the Stalking Horse Bid must have a value to the Debtors, as determined by the Debtors, in consultation with the Consultation Parties (subject to Section XI.C hereof), that is greater than or equal to the sum of the value offered under the Stalking Horse APA, plus (b) \$100,000 plus (c) the Expense Reimbursement (collectively, the "Minimum Bid Amount"). For the avoidance of doubt, any bid that is not the Stalking Horse Bid must provide sufficient consideration to allow the Debtors to repay, in full in cash, (x) all of the Obligations under the DIP Facility in accordance with the terms thereof and (y) the amount of the Prepetition Secured Obligations (as defined in the Interim DIP Order) that are credit bid by the Stalking Horse Bidder (the "SH Payment Requirement").

If the value of a bid relative to the Stalking Horse Bid includes additional non-cash components (such as fewer contingencies than are in such Stalking Horse APA), the bidder should include an analysis or description of the value of any such additional non-cash components, including any supporting documentation, to assist the Debtors and the Consultation Parties (subject to Section XI.C hereof) in better evaluating the competing bid. The Debtors, in consultation with their advisors and the Consultation Parties, reserve the right in their sole discretion to ascribe a value to any non-cash components of competing bids so long as the SH Payment Requirement is met.

5. Proposed Asset Purchase Agreement. A Qualified Bid must constitute an irrevocable offer and be in the form of an asset purchase agreement reflecting the terms and conditions of the bid (each, a "Proposed Asset Purchase Agreement"). A Proposed Asset Purchase Agreement shall be (a) duly authorized and executed; (b) based on, and marked against the Stalking Horse APA to reflect the proposed sale transaction and to show any other proposed modifications to the Stalking Horse APA, as applicable; (c) specify the proposed purchase price for the Assets in U.S. dollars; (d) include all exhibits and schedules contemplated thereby (other than exhibits and schedules that, by their nature, must be prepared by the Debtors); and (e) identify any Contracts that, as of the submission of such

bid, the Prospective Bidder proposes to be assumed and assigned by the Debtors in connection with the proposed sale transaction.

6. Proposed Sale Order. A Qualified Bid must include a proposed sale order (each, a "Proposed Sale Order"), and be marked against the Stalking Horse Sale Order, which the Debtors have filed with the Motion.
7. Financial Information. A Qualified Bid must include the following:
  - a. a statement that the Prospective Bidder is financially capable of consummating the sale transaction contemplated by the Prospective Bidder's Proposed Asset Purchase Agreement and Proposed Sale Order;
  - b. sufficient evidence, as determined by the Debtors in their sole discretion, to determine that the Prospective Bidder has, or will obtain, the financial wherewithal to consummate the sale transaction contemplated by the Prospective Bidder's Proposed Asset Purchase Agreement and Proposed Sale Order; and
  - c. Adequate Assurance Information (as defined in Section VI.A.9 below) with respect to any Contracts included or that may be included in the Prospective Bidder's bid, including the identity of any known proposed assignee of the applicable Contracts (if different from the Prospective Bidder), including contact information for such proposed assignee;
8. Good Faith Deposit. Each Qualified Bid (other than the Stalking Horse Bid) must be accompanied by a good faith deposit (each, a "Good Faith Deposit") in the form of cash in an amount equal to ten percent (10%) of the proposed purchase price for the Assets. The Good Faith Deposits shall be deposited **no later than June 24, 2024 at 4:00 pm (prevailing Eastern Time)** with an escrow agent selected by the Debtors (the "Escrow Agent") and held in escrow until 10 business days after the conclusion of the Auction, except for the Good Faith Deposit of any bidder who is selected at the Auction as a Successful Bidder or as a Backup Bidder, and thereafter returned to the respective Qualified Bidders in accordance with Section VII.D of these Bidding Procedures.
9. Adequate Assurance. A Qualified Bid must include evidence of the Prospective Bidder's (or any other relevant assignee's) ability to comply with section 365 of the Bankruptcy Code (to the extent applicable), including providing adequate assurance of such Prospective Bidder's (or any other relevant assignee's) ability to perform future obligations arising under any Contracts included in its bid. The Debtors may require the following information in connection with demonstrating adequate assurance of future performance: (a) information evidencing the

Prospective Bidder's (or any other relevant assignee's) financial wherewithal and willingness to perform under any Contracts included in the bid, which information may include (i) a corporate organizational chart or similar disclosure identifying corporate ownership and control, (ii) financial statements, (iii) tax returns, and (iv) annual reports; and (b) the Prospective Bidder's (or any other relevant assignee's) proposed use of any leased premises or other property included in the bid (the information described in clauses (a) and (b) of this Section VI.A.9, the "Adequate Assurance Information").

All Adequate Assurance Information must be in a form that will permit its immediate dissemination to Contract counterparties ("Counterparties").

10. Representations and Warranties (As-Is, Where-Is). Each Qualified Bid must include a written acknowledgement and representation that (a) the Prospective Bidder has had an opportunity to conduct any and all due diligence regarding the Assets prior to making its Qualified Bid, (b) the Prospective Bidder has relied solely upon its own or its advisors' independent review, investigation, and/or inspection of any documents and/or the Assets in making its Qualified Bid, (c) the Prospective Bidder did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise, regarding the Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Prospective Bidder's Proposed Asset Purchase Agreement, and (d) the Assets will be conveyed "as is, where is, with all faults," with limited representations and warranties, and no indemnification or guarantees by the Debtors.
11. Authorization. A Qualified Bid must (a) include evidence of authorization and approval from the Prospective Bidder's board of directors (or comparable governing body) with respect to the submission, execution, and delivery of any bid for the Assets, participation in the Auction, and closing of the sale transaction contemplated by the Prospective Bidder's Proposed Asset Purchase Agreement and Proposed Sale Order; or, (b) if the Prospective Bidder is an entity formed for the purpose of effecting the proposed sale transaction, a Qualified Bid must provide written evidence acceptable to the Debtors of authorization and the approval by the equity holder(s) of such Prospective Bidder.
12. Other Requirements. A Qualified Bid must:
  - a. state that the Prospective Bidder agrees to serve as a backup bidder (a "Backup Bidder") if such bidder's Qualified Bid is selected at the Auction as the next highest or next best bid after the Successful Bid (as defined in Section VII.C.1 below) for the Assets (each such bid, a "Backup Bid");

- b. state that the bid represents a binding, good-faith, and *bona fide* offer to purchase the Assets and is not subject to or conditioned on any further due diligence, and is irrevocable (i) until the selection of the Successful Bid in accordance with these Bidding Procedures; or (ii) if the bid is selected as a Successful Bid or as a Backup Bid, until the Backup Bid Expiration Date (as defined in Section VII.C.2 below);
- c. for any bidder other than the Stalking Horse Bidder, state and acknowledge that the Prospective Bidder shall not be entitled to any bidding protection or payment in connection with the submission of a bid for the Assets or otherwise participating in the Sale Process;
- d. state that the Prospective Bidder is committed to closing the sale transaction contemplated in its bid as soon as practicable (and in no event later than July 15, 2024);
- e. expressly waive any claim or right to assert any substantial contribution administrative expense claim under section 503(b) of the Bankruptcy Code in connection with bidding for any of the Assets and/or otherwise participating in the Auction or the Sale Process;
- f. not contain any financing contingencies of any kind;
- g. state whether the Prospective Bidder intends to offer future employment to any of the Debtors' employees and, if so, to whom;
- h. certify that the Prospective Bidder did not collude with any other bidders and is not otherwise a partnership, joint venture, or other entity in which more than one bidder (or any affiliates of a bidder) has a direct or indirect interest, unless consented to in writing by the Debtors;
- i. include a covenant to comply with the terms of these Bidding Procedures and the Bidding Procedures Order; and
- j. contain such other information as may be reasonably requested by the Debtors.

## **B. Bid Review Process**

The Debtors will evaluate bids and, based upon their evaluation of the content of each bid, the Debtors may, as they deem appropriate in their reasonable business judgment and in a manner consistent with their fiduciary duties and applicable law, engage in negotiations with any Prospective Bidder for the purposes of (i) curing any deficiencies in a bid that prevents them from constituting a Qualified Bid, (ii) improving the terms of the Prospective Bidder's bid, or

(iii) otherwise promoting a more competitive bidding and Auction process with the ultimate goal of maximizing the value of the Assets.

In evaluating a bid, the Debtors may take into consideration any and all factors that the Debtors deem reasonably pertinent, including (i) the amount of the proposed purchase price and proposed form of consideration (provided that any credit bid satisfying the requirements set forth in the Order and the Bidding Procedures shall be deemed to have the same value as the equivalent amount of cash); (ii) any Assets included in, or excluded from, the bid, including any Contracts to be assumed and assigned; (iii) the value to be provided to the Debtors under the bid, including the net economic effect on the Debtors' estates; (iv) any benefits to the Debtors' estates from any assumption or waiver of liabilities contemplated by the bid; (v) the structure of the proposed sale transaction and any attendant execution risk, including conditions to, timing of, and certainty of closing; termination provisions; availability of financing and general financial wherewithal to meet all commitments; and any required governmental approvals; and (vi) the impact of the proposed sale transaction on the Debtors' employees, trade creditors, landlords, and any other parties-in-interest.

The Debtors will evaluate timely bids and will (i) after consultation with the Consultation Parties (subject to Section XI.C hereof), determine which bids qualify as Qualified Bids and which Qualified Bid has been selected as the Baseline Bid and (ii) notify bidders whether they are Qualified Bidders as soon as commercially reasonable following the Bid Deadline. A Qualified Bidder shall not (without the consent of the Debtors), modify, amend, or withdraw its Qualified Bid, unless for the purposes of increasing the purchase price or otherwise improving the terms of the Qualified Bid, as determined by the Debtors in their reasonable business judgment. Any Consultation Party that submits a bid or a Credit Bid shall immediately upon submission of such bid or Credit Bid cease to be a Consultation Party, *provided, however*, that upon written notice (which may be via email) by the DIP Lender or a Committee member to the Debtors, or express confirmation on the record during the Auction, of its withdrawal as a bidder for the Debtors' assets, the DIP Lender's or the Committee member's (as applicable) rights as a Consultation Party (directly or as a member of the Committee) shall be restored.

### **C. Qualified Bidders**

Any bidder that submits a Qualified Bid as set forth in Sections V and VI.A above will qualify as a "Qualified Bidder."

The Debtors may, after consultation with the Consultation Parties, in their reasonable business judgment, in a manner consistent with their fiduciary duties and applicable law, amend or waive the conditions precedent to qualifying as a Qualified Bidder.

### **D. Expense Reimbursement**

Other than the Stalking Horse Bidder, who shall be entitled to the Expense Reimbursement, no bidder or any other party shall be entitled to any termination or "break-up" fee, expense reimbursement, or any other bidding protection in connection with the submission of a bid for the Assets or otherwise participating in the Auction or the Sale process.

## **VII. THE AUCTION**

If the Debtors receive more than one Qualified Bid (including a combination of bids that, when considered together, constitute a Qualified Bid) for the Assets, the Debtors will conduct an Auction for the Assets. If the Stalking Horse Bid is the only Qualified Bid received in respect of the Assets, the Debtors will not conduct an Auction for the Assets and will seek approval of such Stalking Horse Bid at the Sale Hearing. If the Debtors determine not to hold an Auction, the Debtors will file with the Court, serve on the Sale Notice Parties, and cause to be published on the KCC Website, a notice containing the following information, as applicable: (a) a statement that the Auction for the Assets has been canceled; (b) the identity of the Successful Bidder; (c) a copy of the Successful Bid or a summary of the material terms of such bid, including any assumption and assignment of Contracts contemplated thereby, or provide instructions for accessing the Successful Bid free of charge from the KCC Website; and (d) the date, time, and location of the Sale Hearing.

The Auction, if required, will be conducted on **June 26, 2024, at 10:00 a.m. (prevailing Eastern Time)**, either (a) at the offices of Potter Anderson & Corroon LLP, 1313 N. Market Street, 6<sup>th</sup> Floor, Wilmington, Delaware 19801-6108, (b) some other physical location to be determined by the Debtors, or (c) virtually or at such other date, time or location as designated by the Debtors, after consulting with the Consultation Parties (subject to Section XI.C hereof). If the Debtors conduct the Auction virtually, the Debtors will provide instructions setting forth how to attend the Auction to the participants and other attendees via electronic mail. The Debtors will provide notice (via electronic mail or otherwise) of any change in the date, time or location of the Auction to Qualified Bidders and the Consultation Parties (subject to Section XI.C hereof), and will cause publication of such change to occur on the KCC Website.

If held, the Auction proceedings will be transcribed and/or video recorded.

#### **A. Participants and Attendees**

Only Qualified Bidders are eligible to participate in the Auction, subject to other limitations as may be reasonably imposed by the Debtors in accordance with these Bidding Procedures. Qualified Bidders participating in the Auction must attend the Auction personally or through a duly authorized representative. Subject to the Auction procedures set forth in Section VII.B, all Qualified Bidders and the Consultation Parties (including the members of the Committee and its counsel) are permitted to attend the Auction; *provided* that the Debtors may, in their sole discretion, establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of a Qualified Bidder or otherwise attend the Auction.

Each Qualified Bidder participating in the Auction will be required to confirm in writing and on the record at the Auction that (i) it has not engaged in any collusion with respect to the Auction or the submission of any bid for any of the Assets and (ii) its Qualified Bid that gained the Qualified Bidder admission to participate in the Auction and each Qualified Bid submitted by the Qualified Bidder at the Auction is a binding, good-faith, and *bona fide* offer to purchase the Assets identified in such bids.

All Prospective Bidders and Qualified Bidders (including the Stalking Horse Bidder, Successful Bidder, and Backup Bidder) shall be deemed to have (i) agreed that all proceedings in the Court related to these Bidding Procedures, the Auction, any other relief requested in the Motion

or granted pursuant to the Bidding Procedures Order, or the construction or enforcement of any agreement or any other document directly relating to the sale transaction are core proceedings as described in 28 U.S.C. § 157; (ii) waived any right to a jury trial in connection with any disputes relating to these Bidding Procedures, the Auction, or the construction or enforcement of any agreement or any other document directly relating to the sale transaction; and (iii) consented to the entry of a final order or judgment by the Court in connection with any disputes relating to these Bidding Procedures, the Auction, or the construction or enforcement of any agreement or any other document relating directly to the sale transaction, if it is determined that the Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the relevant parties.

## **B. Auction Procedures**

The Auction shall be governed by the following procedures, subject to the Debtors' rights to modify such procedures in their reasonable business judgment (in a manner consistent with their fiduciary duties and in consultation with the Consultation Parties (subject to Section XI.C hereof)):

1. Baseline Bids. Prior to the commencement of the Auction, the Debtors will determine, in their reasonable business judgment (and in consultation with the Consultation Parties (subject to Section XI.C hereof)) the highest or otherwise best Qualified Bid submitted for the Assets (such Qualified Bid, a "Baseline Bid"). Bidding at the Auction shall commence at the amount of the Baseline Bid. **No later than June 25, 2024 at 5:00 p.m. (prevailing Eastern Time)**, the Debtors will provide all Qualified Bidders with (a) a notice identifying which Qualified Bid is the Baseline Bid; and (b) a copy of each Qualified Bid.
2. Minimum Overbid. Bidding shall commence at the Baseline Bid. The first overbid at the Auction shall be in an amount not less than the amount of the Baseline Bid (plus the Expense Reimbursement if the Stalking Horse Bid is the Baseline Bid) plus \$100,000 (the "Minimum Overbid"). At each round of bidding, Qualified Bidders may submit successive bids higher than the Leading Bid (as defined below) from the prior round. During the Auction, the Debtors may, in their reasonable discretion, announce increases or reductions to Minimum Overbids at any time.

Except as specifically set forth herein, 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, consider and/or give effect to (a) any additional liabilities to be assumed by a Qualified Bidder under the bid, including whether such liabilities are secured or unsecured; and (b) any additional costs that may be imposed on the Debtors.

3. Leading Bid. After the first round of bidding and between each subsequent round of bidding, the Debtors will announce, after consultation with the Consultation Parties, the bid that they believe to be the highest or otherwise best offer for the Assets (such bid, a "Leading Bid") and describe the

material terms thereof. Each round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a subsequent bid with full knowledge of the material terms of the Leading Bid.

The Auction will include open bidding in the presence of all other Qualified Bidders. Each Qualified Bidder shall have the right to be present for all rounds of bidding and to submit additional bids and make modifications to its Proposed Asset Purchase Agreement at the Auction to improve its bid. The Debtors may, in their reasonable business judgment, negotiate with any and all Qualified Bidders participating in the Auction.

The Debtors shall have the right to determine, in their reasonable business judgment after consultation with the Consultation Parties, which bid is the highest or otherwise best bid with respect to the Assets and, after consultation with the Consultation Parties (subject to Section XI.C hereof), reject, at any time, without liability (but only in the absence of gross negligence or willful misconduct), any bid that the Debtors deem to be inadequate or insufficient, not in conformity with the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, these Bidding Procedures, any order of the Court, or the best interests of the Debtors and their estates.

### **C. Auction Results**

1. Successful Bids. Immediately prior to the conclusion of the Auction, the Debtors will (a) determine, consistent with these Bidding Procedures and in consultation with the Consultation Parties, which Qualified Bid constitutes the highest or otherwise best bid (such bid, including the Stalking Horse Bid, if no additional Qualified Bids are received and no Auction conducted, a “Successful Bid”) and (b) notify all Qualified Bidders at the Auction of the identity of the bidder that submitted the Successful Bid (such bidder, including the Stalking Horse Bidder if no Qualified Bids are received and no Auction conducted, a “Successful Bidder”) and the amount of the purchase price and other material terms of the Successful Bid.
2. Backup Bids. Immediately prior to the conclusion of the Auction, the Debtors will (a) determine, in a manner consistent with these Bidding Procedures and in consultation with the Consultation Parties, which Qualified Bid, other than any Credit Bid, is the Backup Bid; and (b) notify all Qualified Bidders at the Auction of the identity of the Backup Bidder and the amount of the purchase price and other material terms of the Backup Bid.

Subject to the terms of the Stalking Horse APA as it relates to the termination events set forth in section 4.4 of the Stalking Horse APA, a Backup Bid will remain binding on the applicable Backup Bidder until the



earlier of (a) the first business day after the closing of the sale transaction with the Successful Bidder for the Assets and (b) 30 days after the Sale Hearing (such date, the “Backup Bid Expiration Date”). If the sale transaction with the Successful Bidder is terminated prior to the Backup Bid Expiration Date, the Backup Bidder shall be deemed the new Successful Bidder for the Assets and shall be obligated to consummate the Backup Bid as if it were the Successful Bid at the Auction; *provided* that the Debtors may, in their reasonable business judgment (after providing notice to the Sale Notice Parties and after consultation with the Consultation Parties), elect not to pursue the sale transaction contemplated by the Backup Bid.

3. Notice of Auction Results. Within one business day after the conclusion of the Auction, the Debtors will file with the Court, serve on the Sale Notice Parties, and cause to be published on the KCC Website, a notice setting forth the results of the Auction (the “Notice of Auction Results”), which will (a) identify each Successful Bidder and the Backup Bidder; (b) include a copy of each Successful Bid and the Backup Bid or a summary of the material terms of such bids, or provide instructions for accessing each Successful Bid and the Backup Bid free of charge from the KCC Website; and (c) set forth the Supplemental Sale Objection Deadline (as defined in Section X.D below), the date, time, and location of the Sale Hearing and any other relevant dates or other information necessary to reasonably apprise the Sale Notice Parties of the outcome of the Auction.

#### **D. Disposition of Good Faith Deposit**

1. Prospective Bidders. Within five business days after the Debtors make final determinations as to which Prospective Bidders qualify as Qualified Bidders, the Escrow Agent shall return to each Prospective Bidder that did not qualify as a Qualified Bidder, as confirmed by the Debtors, such Prospective Bidder’s Good Faith Deposit. Upon the authorized return of a Prospective Bidder’s Good Faith Deposit in accordance with this Section VII.D, the bid of such Prospective Bidder shall be deemed terminated and no longer binding against the Prospective Bidder.
2. Qualified Bidders.
  - a. Forfeiture of Good Faith Deposit. The Good Faith Deposit of a Qualified Bidder shall be forfeited if the Qualified Bidder attempts to withdraw its Qualified Bid, except as may be permitted by these Bidding Procedures, during the time the Qualified Bid remains binding and irrevocable under these Bidding Procedures. The Debtors and their estates shall be entitled to retain the Qualified Bidder’s Good Faith Deposit as partial compensation for the damages caused to the Debtors and their estates as a result of the Qualified Bidder’s failure to adhere to the terms of these Bidding Procedures and/or the relevant Qualified Bid. If a Qualified

Bidder's Good Faith Deposit is deemed forfeited, the Escrow Agent shall release such Good Faith Deposit by wire transfer of immediately available funds to an account designated by the Debtors within two business days after the Escrow Agent receives written notice by an authorized officer of the Debtors stating that the applicable Qualified Bidder has breached or otherwise failed to satisfy its obligations in accordance with these Bidding Procedures and the applicable Qualified Bid.

- b. Return of Good Faith Deposit. With the exception of the Good Faith Deposits of the Successful Bidder and the Backup Bidder, the Escrow Agent shall return to any other Qualified Bidder the Qualified Bidder's Good Faith Deposit, within 10 business days after the conclusion of the Auction for the Assets.
- c. Backup Bidder. Unless the Backup Bidder becomes the Successful Bidder, the Escrow Agent shall return the Backup Bidder's Good Faith deposit, within 10 business days after the occurrence of the applicable Backup Bid Expiration Date; *provided, however*, if the Backup Bidder becomes the Successful Bidder, its Good Faith Deposit shall be forfeited if it fails to consummate the sale transaction because of a breach that entitles the Debtors to terminate the applicable asset purchase agreement with such Backup Bidder, and the Debtors and their estates shall be entitled to retain the Backup Bidder's Good Faith Deposit as partial compensation for the damages caused to the Debtors and their estates as a result of such breach. If a Backup Bidder's Good Faith Deposit is deemed forfeited, the Escrow Agent shall release such Good Faith Deposit by wire transfer of immediately available funds to an account designated by the Debtors within two business days after the Escrow Agent receives written notice by an authorized officer of the Debtors stating that the applicable Backup Bidder has breached or otherwise failed to satisfy its obligations in accordance with these Bidding Procedures and the applicable Backup Bid.
- d. Successful Bidder. At the closing of the sale transaction, the Successful Bidder shall be entitled to a credit against the purchase price in the amount of the Successful Bidder's Good Faith Deposit. The Good Faith Deposit of a Successful Bidder shall be forfeited if the Successful Bidder fails to consummate the sale transaction because of a breach that entitles the Debtors to terminate the applicable asset purchase agreement with such Successful Bidder, and the Debtors and their estates shall be entitled to retain the Successful Bidder's Good Faith Deposit as partial compensation for the damages caused to the Debtors and their estates as a result of such breach. If a Successful Bidder's Good Faith Deposit is deemed forfeited, the Escrow Agent shall release such Good Faith Deposit

by wire transfer of immediately available funds to an account designated by the Debtors within two business days after the Escrow Agent receives written notice by an authorized officer of the Debtors stating that the Successful Bidder has breached or otherwise failed to satisfy its obligations in accordance with these Bidding Procedures and the Successful Bid.

## **VIII. SALE HEARING**

The Successful Bid (including any Backup Bid that is subsequently deemed a Successful Bid) will be subject to Court approval. The hearing to approve the sale transaction consummated in accordance with these Bidding Procedures (except in the case of the sale transaction contemplated by a Backup Bid that subsequently is deemed a Successful Bid) shall take place on **July 1, 2024 at [●:● a/p.m.] (prevailing Eastern Time)** (the “Sale Hearing”) before the Honorable ●, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 N. Market Street, Wilmington, Delaware 19801, floor [ ], courtroom [ ].

At the Sale Hearing, the Debtors will seek entry of an order (a “Sale Order”) approving, among other things, the sale of the Assets to the Stalking Horse Bidder or Successful Bidder(s).

The Debtors may, in their reasonable business judgment (after consulting with the Consultation Parties, adjourn or reschedule the Sale Hearing with sufficient notice to the Sale Notice Parties, including by announcing such adjournment or rescheduling at the Auction or in Court on the date of the originally scheduled Sale Hearing.

The Debtors’ presentation to the Court for approval of a selected Qualified Bid as a Successful Bid does not bind the Debtors to such bid. The Debtors will be bound to the Successful Bid only when such Successful Bid has been approved by the Court at the Sale Hearing.

## **IX. RESERVATION OF RIGHTS TO MODIFY BIDDING PROCEDURES**

Subject to the terms of the Interim DIP Order, the Final DIP Order, and the Stalking Horse APA, the Debtors reserve the right to, in their reasonable business judgment, after consultation with the Consultation Parties (subject to Section XI.C hereof) and in a manner consistent with their fiduciary duties and applicable law, (i) modify these Bidding Procedures, including to, among other things, extend or waive deadlines or other terms and conditions set forth herein; adopt new rules and procedures for conducting the bidding and Auction process so long as any such modifications are disclosed to all Prospective Bidders and Qualified Bidders, as applicable; or (ii) otherwise modify these Bidding Procedures to further promote competitive bidding for and maximizing the of value of the Assets, in each case, to the extent not materially inconsistent with these Bidding Procedures or the Bidding Procedures Order.

## **X. NOTICING**

### **A. Bid Notice Parties**

Qualified Bids must be submitted in writing to the following parties (collectively, the “Bid Notice Parties”):<sup>3</sup>

- Proposed counsel for the Debtors: (i) McDermott Will & Emery LLP, 444 West Lake Street, Chicago, IL 60606-0029 (Attn: Felicia Gerber Perlman (fperlman@mwe.com), Bradley Thomas Giordano (bgiordano@mwe.com), and Carole M. Wurzelbacher (cwurzelbacher@mwe.com)) and (ii) Potter Anderson & Corroon LLP, 1313 North Market Street, 6th Floor, Wilmington, Delaware 19801 (Attn: M. Blake Cleary (bcleary@potteranderson.com) and R. Stephen McNeill (rmcneill@potteranderson.com));
- Triple P RTS, LLC, 640 Fifth Ave, 10th Floor, New York, New York 10019 (Attn: Jason Cohen (jcohen@pppllc.com) and Lisa Lansio (llansio@pppllc.com)); and
- counsel for the Committee.

#### **B. Sale Notice Parties**

The “Sale Notice Parties” shall include the following persons and entities:

- the Consultation Parties (as applicable);
- counsel for the DIP Lender, the Prepetition Secured Parties, and the Stalking Horse Bidder, (i) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Ray C. Schrock, Esq. (ray.schrock@weil.com) and Kevin Bostel, Esq. (kevin.bostel@weil.com)) and (ii) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: Zachary I. Shapiro, Esq. (shapiro@rlf.com));
- all persons and entities known by the Debtors to have asserted any lien, claim, interest, or encumbrance in the Assets (for whom identifying information and addresses are available to the Debtors);
- all relevant non-debtor parties (each, a “Counterparty”) to any Contract that may be assumed or rejected in connection with the sale transaction;
- all of the Debtors’ known creditors (for whom identifying information and addresses are available to the Debtors);

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<sup>3</sup> If the Stalking Horse Bidder indicates that it is withdrawing its bid in accordance with Section XI.C hereof, counsel for the Debtors shall promptly share copies of the Qualified Bids with counsel to the DIP Lender.

- any governmental authority known to have a claim against the Debtors in the Chapter 11 Cases;
- the U.S. Trustee;
- all applicable federal, state, and local taxing authorities, including the Internal Revenue Service;
- the United States Securities and Exchange Commission;
- the United States Attorney's Office for the District of Delaware;
- United States Attorney General's Office for the District of Delaware;
- the Office of the Attorney General and the Secretary of State in each state in which the Debtors operate;
- the Antitrust Division of the United States Department of Justice;
- the Federal Trade Commission;
- counsel for the Committee, [●];
- all of the parties entitled to notice pursuant to Bankruptcy Rule 2002; and
- all other parties as directed by the Court.

### **C. Sale Notice and Publication Notice**

No later than **three business days after the entry of the Bidding Procedures Order**, the Debtors will file with the Court, serve on the Sale Notice Parties, and cause to be published on the KCC Website a notice (the "Sale Notice") setting forth (i) a description of the Assets available for sale in accordance with these Bidding Procedures; (ii) the date, time, and location of the Auction and Sale Hearing; (iii) the Sale Objection Deadline and Supplemental Sale Objection Deadline (each as defined in Section X.D below) and the procedures for filing such objections; and, (iv) a summary of the material terms of the Stalking Horse APA, as of the date of the Sale Notice.

As soon as practicable but no later than five business days after the entry of the Bidding Procedures Order, the Debtors shall cause the information contained in the Sale Notice, with such modifications as may be appropriate for purposes of publication, to be published once in the national edition of *USA Today National Edition* or *New York Times National Edition*.

### **D. Sale Objections and Supplemental Sale Objections**

Except objections to the conduct of the Auction, the Successful Bidder or the Backup Bidder, all objections to a sale of the Assets, including (i) any objection to a sale of the Assets free and clear of all liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code and (ii) entry of any Sale Order (each such objection, a "Sale Objection") shall,

by no later than **June 18, 2024, at 4:00 p.m. (prevailing Eastern Time)** (the “Sale Objection Deadline”), be filed with Court and served on the following parties (collectively, the “Objection Notice Parties”):

- Counsel for the Debtor: (i) McDermott Will & Emery LLP, 444 West Lake Street, Chicago, IL 60606-0029 (Attn: Felicia Gerber Perlman (fperlman@mwe.com), Bradley Thomas Giordano (bgiordano@mwe.com), and Carole M. Wurzelbacher (cwurzelbacher@mwe.com)) and (ii) Potter Anderson & Corroon LLP, 1313 North Market Street, 6th Floor, Wilmington, Delaware 19801 (Attn: M. Blake Cleary (bcleary@potteranderson.com) and R. Stephen McNeill (rmcneill@potteranderson.com));
- counsel for the DIP Lender, the Prepetition Secured Parties, and the Stalking Horse Bidder, (i) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Ray C. Schrock, Esq. (ray.schrock@weil.com) and Kevin Bostel, Esq. (kevin.bostel@weil.com)) and (ii) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: Zachary I. Shapiro, Esq. (shapiro@rlf.com)),
- counsel for the Committee, [●];
- the U.S. Trustee;
- if applicable, counsel for the relevant Successful Bidder; and
- if applicable, counsel for any relevant Backup Bidder(s).

Following service of the Notice of Auction Results, Sale Notice Parties may object solely with respect to the conduct of the Auction and/or the Successful Bidder or Backup Bidder (in each case, if such bidder is not the Stalking Horse Bidder) (each such objection, a “Supplemental Sale Objection”) by **June 28, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the “Supplemental Sale Objection Deadline”).

**E. Notices Regarding Assumption and Assignment of Contracts**

The Debtors will provide all notices regarding the proposed assumption and assignment of Contracts in accordance with the Assumption and Assignment Procedures set forth in the Bidding Procedures Order.

**XI. CONSULTATION BY THE DEBTORS**

**A.** Throughout the Sale Process, the Debtors and their advisors will consult with the Consultation Parties as provided in these Bidding Procedures, or as is otherwise necessary or appropriate, as determined in the Debtors’ business judgment.

**B.** The Debtors shall consult with the Consultation Parties in good faith regarding the sale process, any diligence and other information requested by the Consultation Parties, and the Debtors will provide to the Consultation Parties reports concerning the sale process, including parties contacted, buyer feedback, copies of all letters of intent, drafts of definitive agreements and updates on proposals. For the avoidance of doubt, and without limitation, the Debtors shall consult with the Consultation Parties on the selection of the Baseline Bid, how the Auction is conducted, any additional Auction procedures, adjourning the Auction, and selecting the Successful Bidder and the Backup Bidder.

**C. Notwithstanding the foregoing, the Debtors will not consult with or provide copies of any bids or other confidential information to any Consultation Party or any insider or affiliate of the Debtors if such party is an active bidder for the Assets at the applicable time.** For the avoidance of doubt, upon written notice by the DIP Lender (which may be via email) to the Debtors, or express confirmation on the record during the Auction, of its withdrawal as a bidder for the Debtors' assets, the DIP Lender's rights as a Consultation Party shall be restored. If a member of the Committee submits a Qualified Bid for the Assets, the Committee will maintain its consultation rights as a Consultation Party; *provided* that the Committee excludes the bidding Committee member from any discussions or deliberations regarding a transaction involving the relevant Assets, and shall not provide any confidential information regarding the Assets or otherwise involving the Sale Process to such bidding committee member; provided further that, upon written notice by such Committee member (which may be via email) to the Debtors, or express confirmation on the record during the Auction, of its withdrawal as a bidder for the Debtors' assets, such Committee member's rights as a Consultation Party (as a Committee member) shall be restored.

For the avoidance of doubt, any consultation rights afforded to the Consultation Parties by these Bidding Procedures or the Bidding Procedures Order shall not in any way limit the Debtors' discretion and shall not include the right to veto any decision made by the Debtors in the exercise of their reasonable business judgment.

**Exhibit A**

**Stalking Horse APA**



**Exhibit 2**

**Sale Notice**

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

<p>In re:</p> <p>Supply Source Enterprises, Inc., <i>et al.</i>,<sup>1</sup></p> <p style="text-align: center;">Debtors.</p>	<p>Chapter 11</p> <p>Case No. 24- [____] (____)</p> <p>(Jointly Administered)</p>
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**NOTICE OF SALE, BIDDING PROCEDURES, AUCTION,  
SALE HEARING AND OTHER DEADLINES RELATED THERETO**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

On May [\_\_\_\_], 2024, the debtors and debtors in possession (the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) filed with the United States Bankruptcy Court for the District of Delaware (the “Court”) a motion [Docket No. \_\_\_\_] (the “Motion”) seeking entry of (A) an order (the “Bidding Procedures Order”) (i) approving bidding procedures (the “Bidding Procedures”) <sup>2</sup> to be used in connection with the sale (each, a “Sale”) of all, substantially all, or a portion of the Debtors’ assets (the “Assets”); (ii) designation of the Stalking Horse Bidder; (iii) scheduling (a) an auction of the Assets (the “Auction”) and (b) a final hearing to consider approval of the proposed Sale (the “Sale Hearing”); (iv) approving the form and manner of notice of the Bidding Procedures, the Auction and the Sale Hearing; (v) approving procedures for the assumption and assignment of executory contracts and unexpired leases (collectively, the “Contracts”) in connection with the Sale; (vi) approving the form and manner of notice to each relevant non-debtor counterparty to a Contract of the Debtors’ calculation of the amount necessary to cure any defaults under an applicable Contract and certain other information regarding the potential assumption and assignment of Contracts in connection with a Sale; and (vii) granting related relief; and (B) an order (the “Sale Order”) (i) authorizing the sale of the Assets free and clear of all liens, claims, interests and encumbrances, except certain permitted encumbrances as determined by the Debtors and any Successful Bidder (as defined in Section VII.C.1 of the Bidding

<sup>1</sup> The Debtors in these chapter 11 proceedings, together with the last four digits of each Debtor’s federal tax identification number, are: Supply Source Enterprises, Inc. (0842); SSE Parent GP, LLC (9632); SSE Parent, LP (2770); SSE Acquisition Holdings, Inc. (2234); SSE Intermediate, Inc. (1772); SSE Buyer, Inc. (5901); Impact Products, LLC (7450); and The Safety Zone, LLC (4597). The Debtors’ headquarters are located at 385 Long Hill Road, Guilford, Connecticut 06437.

<sup>2</sup> Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Motion or the Bidding Procedures, as applicable. Any summary of the Bidding Procedures or the Bidding Procedures Order (or any provision thereof) contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any inconsistency between any summary in this Sale Notice and the terms and conditions of either of the Bidding Procedures or the Bidding Procedures Order, the actual terms and conditions in those documents shall control.

Procedures), with liens to attach to the proceeds of the Sale; (ii) authorizing the assumption and assignment of certain Contracts in connection with approved Sale; and (iii) granting related relief.

On May [ ], 2024, the Court entered the Bidding Procedures Order [Docket No. [ ]].

### **ASSETS FOR SALE**

The Debtors intend to sell all, substantially all, or a portion of their Assets.

A Prospective Bidder (as defined in Section III of the Bidding Procedures) may bid on the Assets, subject to the conditions set forth herein.

The ability to undertake and consummate a sale of the Assets shall be subject to competitive bidding, as set forth herein, and approval by the Court. In addition to the Stalking Horse Bid (as defined in the Motion), and as set forth herein, the Debtors will consider bids for the Assets from other parties.

Any party interested in submitting a bid for any of the Debtors' Assets should contact the following individuals at Triple P RTS, LLC ("Portage Point"):

#### **Portage Point**

Attn: Jason Cohen and Lisa Lansio  
jcohen@pppllc.com  
llansio@pppllc.com

### **KEY DATES AND DEADLINES**

#### **A. Bid Deadline**

Any Prospective Bidder that intends to participate in the Auction must submit in writing to the Bid Notice Parties a Qualified Bid (as defined in Section VI.A of the Bidding Procedures) **on or before June 24, 2024, at 4:00 p.m. (prevailing Eastern Time)** (the "Bid Deadline").

The Qualified Bid requirements are set forth in Section VI.A of the Bidding Procedures.

#### **B. Auction**

If the Debtors receive more than one Qualified Bid (including a combination of bids that, when considered together, constitute a Qualified Bid) for the Assets, the Debtors will conduct an Auction for the Assets. If the Stalking Horse Bid is the only Qualified Bid received in respect of the Assets subject to such Stalking Horse Bid, the Debtors will not conduct an Auction for such applicable Assets and will seek approval of the Stalking Horse Bid at the Sale Hearing.

The Auction, if required, will be conducted on **June 26, 2024, at 10:00 a.m. (prevailing Eastern Time)**, either (i) at the offices of Potter Anderson & Corroon LLP, 1313 N. Market Street, 6<sup>th</sup> Floor, Wilmington, Delaware 19801-6108, (ii) some other physical location to be determined by the Debtors, or (iii) virtually or at such other date, time or location as designated by the Debtors. If the Debtors conduct the Auction virtually, the Debtors will provide instructions setting forth

how to attend the Auction to the participants and other attendees via electronic mail. The Debtors will provide notice (via electronic mail or otherwise) of any change in the date, time or location of the Auction to Qualified Bidders, and will cause publication of such change to occur on the website maintained by KCC, Inc. the Debtors' claims and noticing agent in these Chapter 11 Cases, located at [https:// www.kccllc.net/supplysource](https://www.kccllc.net/supplysource) (the "KCC Website").

One day after the conclusion of the Auction, the Debtors will file with the Court, serve on the Sale Notice Parties (as defined in Section X.B of the Bidding Procedures) and cause to be published on the KCC Website, a notice of the results of the Auction, which will, among other things, (i) identify the Successful Bidder and Backup Bidder(s); (ii) either include a copy of the Successful Bid and the Backup Bid or a summary of the material terms of such bids, including any assumption and assignment of Contracts contemplated thereby, or provide instructions for accessing the Successful Bid and the Backup Bid free of charge from the KCC Website; and (iii) set forth the date, time, and location of the Sale Hearing and any other relevant dates or other information necessary to reasonably apprise the Sale Notice Parties of the outcome of the Auction.

If the Debtors determine not to hold an Auction for some or all of the Assets, the Debtors shall file with the Court, serve on the Sale Notice Parties, and cause to be published on the KCC Website, a notice containing the following information (as applicable): (i) a statement that the Auction for the relevant Assets has been canceled; (ii) the identity of the Successful Bidder; (iii) either include a copy of the Successful Bid or a summary of the material terms of such bid, including any assumption and assignment of Contracts contemplated thereby, or provide instructions for accessing the Successful Bid free of charge from the KCC Website; and (iv) the date, time, and location of the Sale Hearing.

### C. **Objection Deadlines**

1. **Sale Objection Deadline.** Except objections to the conduct of the Auction, the Successful Bidder or the Backup Bidder (in each case other than the Stalking Horse Bidder), all objections to a sale of the Assets, including (a) any objection to a sale of the Assets free and clear of all liens, claims, interests and encumbrances pursuant to section 363(f) of the Bankruptcy Code and (b) entry of any Sale Order must be (i) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; and (ii) filed with the Court by **no later than June 18, 2024 at 4:00 p.m. (prevailing Eastern Time)** and served on the Objection Notice Parties (as defined in Section X.D of the Bidding Procedures).
2. **Supplemental Sale Objection Deadline.** Following service of the Notice of Auction Results, parties may object solely with respect to the particular terms of a proposed Sale or the Successful Bid or Backup Bid (in each case, if such bidder is not the Stalking Horse Bidder). Any Supplemental Sale Objection must be (a) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; and (b) filed with the Court by no later **June 28, 2024, at 4:00 p.m. (prevailing Eastern Time)** (the "Supplemental Sale Objection Deadline") and served on the Objection Notice Parties.

**D. Sale Hearing**

The Sale Hearing shall take place on **July 1, 2024** at [**•:•** a/p.m.] (**prevailing Eastern Time**) before The Honorable •, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 N. Market Street, Wilmington, Delaware 19801, [ ]th floor, courtroom [ ].

**RESERVATION OF RIGHTS TO MODIFY BIDDING PROCEDURES**

The Debtors reserve the right to, in their reasonable business judgment and after consultation with the Consultation Parties (subject to Section XI.C of, as defined in, the Bidding Procedures) in a manner consistent with their fiduciary duties and applicable law, modify the Bidding Procedures, including to, among other things, extend or waive deadlines or other terms and conditions set forth therein; adopt new rules and procedures for conducting the bidding and Auction process so long as any such modifications are disclosed to all Prospective Bidders and Qualified Bidders, as applicable; or otherwise modify these Bidding Procedures to further promote competitive bidding for and maximizing the of value of the Assets, in each case, to the extent not materially inconsistent with the Bidding Procedures or the Bidding Procedures Order.

**ADDITIONAL INFORMATION**

Copies of the Motion, the Bidding Procedures Order and the Bidding Procedures may be obtained free of charge by visiting the KCC Website located at <https://www.kccllc.net/supplysource>.

**FAILURE TO ABIDE BY THE BIDDING PROCEDURES, THE BIDDING PROCEDURES ORDER OR ANY OTHER APPLICABLE ORDER OF THE COURT ENTERED IN THE CHAPTER 11 CASES MAY RESULT IN THE REJECTION OF YOUR BID AND YOUR DISQUALIFICATION FROM PARTICIPATING IN THE BIDDING FOR AND AUCTION OF ANY OF THE DEBTORS' ASSETS.**

**THE FAILURE OF ANY PERSON OR ENTITY TO FILE AND SERVE AN OBJECTION IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER, INCLUDING THE FAILURE TO FILE ANY SUCH OBJECTION BY THE APPLICABLE OBJECTION DEADLINE, SHALL FOREVER BAR SUCH PERSON OR ENTITY FROM ASSERTING, AT THE SALE HEARING OR THEREAFTER, ANY SUCH OBJECTION TO THE RELIEF REQUESTED IN THE MOTION, THE CONSUMMATION OF ANY APPLICABLE SALE, INCLUDING THE SALE OF ANY ASSETS TO A SUCCESSFUL BIDDER FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES PURSUANT TO SECTION 363(f) OF THE BANKRUPTCY CODE OR THE TERMS OF THE STALKING HORSE APA OR OTHER ASSET PURCHASE AGREEMENT EXECUTED BY THE DEBTORS.**

Dated: May \_\_, 2024

**POTTER ANDERSON & CORROON LLP**

M. Blake Cleary (No. 3614)  
R. Stephen McNeill (No. 5210)  
Katelin A. Morales (No. 6683)  
1313 N. Market Street, 6<sup>th</sup> Floor  
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Telephone: (302) 984-6000  
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rmcneill@potteranderson.com  
kmorales@potteranderson.com

and-

Felicia Gerber Perlman (admitted *pro hac vice*)  
Bradley Thomas Giordano (admitted *pro hac vice*)  
Carole M. Wurzelbacher (admitted *pro hac vice*)

**McDERMOTT WILL & EMERY LLP**

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bgiordano@mwe.com  
cwurzelbacher@mwe.com

*Proposed Counsel to the Debtors and  
Debtors in Possession*

**Exhibit 3**

**Assumption and Assignment Notice**

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

In re:

Supply Source Enterprises, Inc., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24- [ ] ( )

(Jointly Administered)

**NOTICE OF CURE COSTS AND POTENTIAL ASSUMPTION  
AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED  
LEASES IN CONNECTION WITH SALE OF SUBSTANTIALLY ALL ASSETS**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

On May [ ], 2024, the debtors and debtors in possession (the “Debtors”) in the above-captioned chapter 11 case (the “Chapter 11 Case”) filed with the United States Bankruptcy Court for the District of Delaware (the “Court”) a motion [Docket No. ] (the “Motion”) seeking entry of (A) an order (the “Bidding Procedures Order”) (i) approving bidding procedures (the “Bidding Procedures”) <sup>2</sup> to be used in connection with a sale (the “Sale”) of all, substantially all, or a portion of the Debtors’ assets (the “Assets”); (ii) designation of the Stalking Horse Bidder; (iii) scheduling (a) an auction of the Assets (the “Auction”) and (b) a final hearing to consider approval of the proposed Sale (the “Sale Hearing”); (iv) approving the form and manner of notice of the Bidding Procedures, the Auction and the Sale Hearing; (v) approving procedures for the assumption and assignment of executory contracts and unexpired leases (collectively, the “Contracts”) in connection with any Sale; (vi) approving the form and manner of notice to each relevant non-debtor counterparty to a Contract of the Debtors’ calculation of the amount necessary to cure any defaults under an applicable Contract (the “Cure Cost”) and certain other information regarding the potential assumption and assignment of Contracts in connection with the Sale; and (vii) granting related relief; and (B) an order (the “Sale Order”) (i) authorizing the sale of the Assets free and clear of all liens, claims, interests and encumbrances, except certain permitted encumbrances as determined by the Debtors and any Successful Bidder (as defined in the Bidding

<sup>1</sup> The Debtors in these chapter 11 proceedings, together with the last four digits of each Debtor’s federal tax identification number, are: Supply Source Enterprises, Inc. (0842); SSE Parent GP, LLC (9632); SSE Parent, LP (2770); SSE Acquisition Holdings, Inc. (2234); SSE Intermediate, Inc. (1772); SSE Buyer, Inc. (5901); Impact Products, LLC (7450); and The Safety Zone, LLC (4597). The Debtors’ headquarters are located at 385 Long Hill Road, Guilford, Connecticut 06437.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion or the Bidding Procedures, as applicable. Any summary of the Bidding Procedures or the Bidding Procedures Order (or any provision thereof) contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any inconsistency between any summary in this Sale Notice and the terms and conditions of either of the Bidding Procedures or the Bidding Procedures Order, the actual terms and conditions in those documents shall control.



Procedures), with liens to attach to the proceeds of the Sale; (ii) authorizing the assumption and assignment of certain Contracts in connection with approved Sale; and (iii) granting related relief.

On May [ ], 2024, the Court entered the Bidding Procedures Order [Docket No. [ ]].

**You are receiving this Notice because you may be a Counterparty to a Contract of the Debtor that may be assumed and assigned to the Successful Bidder for the Debtors' Assets.**

### **CURE COSTS**

In accordance with the Assumption and Assignment Procedures and the Bidding Procedures Order, the Debtors may, in connection with the Sale with the Successful Bidder at the Auction, seek to assume and assign to the Successful Bidder certain of their Contracts. Each of the Contracts that potentially could be assumed and assigned in connection with the Sale, together with the Debtors' calculation of Cure Costs with respect to such Contracts, is set forth on Schedule 1 hereto. The inclusion of any Contract on Schedule 1 does not constitute an admission by the Debtors, the Stalking Horse Bidder, any Successful Bidder, or any other party that such Contract is an executory contract or an unexpired lease within the meaning of the Bankruptcy Code or require or guarantee that such Contract ultimately will be assumed or assigned. All rights of the Debtors with respect thereto are reserved.

In addition, to the extent that any of the Cure Costs set forth on Schedule 1 do not reflect (i) postpetition payments that have been made by the Debtors in respect of applicable Cure Costs or (ii) any payments that are made by the Debtors in respect of such Cure Costs after the filing of this Notice, the respective amounts required to be paid to cure any existing defaults under the applicable Contracts shall be reduced by any such corresponding postpetition payments, and the Debtors reserve their rights to update the Cure Costs set forth on Schedule 1 accordingly, either by filing a supplemental notice with the Court or by written notice to the applicable Counterparty.

### **CURE OBJECTIONS**

#### **A. Contract Objection Deadline**

Any Counterparty that wishes to object to the Debtors' proposed Cure Costs (each such objection, a "Cure Objection") or the assumption and assignment on any basis (except objections solely related to adequate assurance of future performance provided by a Successful Bidder other than the Stalking Horse Bidder) (each such objection, an "Assumption/Assignment Objection" and, together with a Cure Objection, a "Contract Objection") must file with the Court by **no later than June 18, 2024, at 4:00 p.m. (prevailing Eastern Time)** and serve on the Objection Notice Parties (as defined in Section X.D of the Bidding Procedures) its Contract Objection, which must be in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof.

#### **B. Resolution of Cure Objections**

Pursuant to the Bidding Procedures Order, the Debtors, the Stalking Horse Bidder or Successful Bidder (if applicable) and the objecting Counterparty must first confer in good faith to attempt to resolve the Cure Objection without Court intervention. If the parties are unable to

consensually resolve the Cure Objection prior to the commencement of the Sale Hearing, the Court shall make all necessary determinations relating to the applicable Cure Costs and Cure Objection at a hearing scheduled pursuant to the following paragraph. If a Cure Objection is resolved in a manner that is not in the best interests of the Debtors and their estates, whether or not such resolution occurs prior to or after the closing of the Sale, the Debtors and the Successful Bidder may determine that any Contract subject to such resolved Cure Objection no longer will be assumed and assigned. All other objections to the Debtors' proposed assumption and assignment of the Debtors' right, title, and interest in, to, and under a Contract shall be heard at the Sale Hearing or at a subsequent hearing scheduled pursuant to the Bidding Procedures Order.

### C. Adjourned Cure Objections

If a timely filed Cure Objection cannot otherwise be resolved by the parties, the Cure Objection may be heard at the Sale Hearing, or, at the option of the Debtors, in consultation with the Consultation Parties (subject to Section XI.C of, and as defined in, the Bidding Procedures) and the Successful Bidder, be adjourned to a subsequent hearing (each such Cure Objection, an "Adjourned Cure Objection"). Any Contract that is the subject of such Adjourned Cure Objection may, at the election of the Successful Bidder, and subject to the Debtors' rights set forth in the Bidding Procedures Order, be assumed and assigned to the Successful Bidder prior to the resolution of such objection as of the closing date of the Sale, so long as the Debtors or Successful Bidder, as applicable, (i) pay any undisputed Cure Costs on or before (x) the Closing Date (as defined in the Stalking Horse APA) or (y) in the event the Successful Bidder as of the closing date of the sale of the Assets is a party other than the Stalking Horse Bidder, the date designated for consummating the sale under such Successful Bidder's purchase agreement and (ii) appropriately reserve funding for the disputed portion of the Cure Costs pending resolution of the dispute.

**IF A COUNTERPARTY FAILS TO FILE WITH THE COURT AND SERVE ON THE OBJECTION NOTICE PARTIES A TIMELY CURE OBJECTION, THE COUNTERPARTY SHALL BE (i) DEEMED TO HAVE CONSENTED TO THE ASSUMPTION BY THE DEBTORS AND ASSIGNMENT TO THE SUCCESSFUL BIDDER, (ii) PROHIBITED FROM ASSERTING THAT THE STALKING HORSE BIDDER FAILED TO PROVIDE ADEQUATE ASSURANCE, AND (iii) FOREVER BARRED FROM ASSERTING ANY OBJECTION WITH REGARD TO THE ASSUMPTION AND ASSIGNMENT OF THE APPLICABLE CONTRACT OR THE COST TO CURE ANY DEFAULTS UNDER THE APPLICABLE CONTRACT, AND THE CURE COSTS SET FORTH ON SCHEDULE 1 HERETO SHALL BE CONTROLLING AND WILL BE THE ONLY AMOUNT NECESSARY TO CURE OUTSTANDING DEFAULTS UNDER THE CONTRACT AND SATISFY THE REQUIREMENTS OF SECTION 365(b) OF THE BANKRUPTCY CODE, AND THE COUNTERPARTY TO THE CONTRACT SHALL BE DEEMED BOUND BY AND TO HAVE CONSENTED TO THE CURE COSTS.**

### NOTICE OF AUCTION RESULTS

The Auction, if required, will be conducted on **June 26, 2024, at 10:00 a.m. (prevailing Eastern Time)**, either (i) at the offices of Potter Anderson & Corroon LLP, 1313 N. Market Street, 6<sup>th</sup> Floor, Wilmington, Delaware 19801-6108, (ii) some other physical location to be determined

by the Debtors, or (iii) virtually or at such other date, time or location as designated by the Debtor. If the Debtors conduct the Auction virtually, the Debtors will provide instructions setting forth how to attend the Auction to the participants and other attendees via electronic mail. The Debtors will provide notice (via electronic mail or otherwise) of any change in the date, time or location of the Auction to Qualified Bidders, and will cause publication of such change to occur on the KCC Website.

One day after the conclusion of the Auction, the Debtors will file with the Court, serve on the Sale Notice Parties (as defined in Section X.B of the Bidding Procedures) and cause to be published on the website maintained by KCC, Inc., the Debtors' claims and noticing agent in these Chapter 11 Cases, located at [https:// www.kccllc.net/supplysource](https://www.kccllc.net/supplysource) (the "KCC Website") a notice of the results of the Auction, which will, among other things, (i) identify the Successful Bidder(s) and Backup Bidder(s); (ii) either include a copy of each Successful Bid and each Backup Bid or a summary of the material terms of such bids, or provide instructions for accessing each Successful Bid and each Backup Bid free of charge from the KCC Website; and (iii) set forth the date, time, and location of the Sale Hearing and any other relevant dates or other information necessary to reasonably apprise the Sale Notice Parties of the outcome of the Auction.

### **ADEQUATE ASSURANCE OBJECTIONS**

#### **A. Adequate Assurance Objection Deadline**

Any Counterparty to a Contract that wishes to object to the proposed assumption and assignment of a Contract, the subject of which objection is the Successful Bidder's (or any other relevant assignee's but not the Stalking Horse Bidder's) proposed form of adequate assurance of future performance with respect to the Contract (each such objection, an "Adequate Assurance Objection"), must file with the Court and serve on the Objection Notice Parties an Adequate Assurance Objection, which must state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof, by **June 28, 2024 at 4:00 p.m. (prevailing Eastern Time)**.

#### **B. Resolution of Adequate Assurance Objections**

Pursuant to the Bidding Procedures Order, the Debtors, the Successful Bidder and the objecting Counterparty must first confer in good faith to attempt to resolve the Adequate Assurance Objection without Court intervention. If the parties are unable to consensually resolve the Adequate Assurance Objection prior to the commencement of the Sale Hearing, the Adequate Assurance Objection and all issues of adequate assurance of future performance of the Successful Bidder (or any other relevant assignee) shall be determined by the Court at the Sale Hearing or, at the option of the Debtors and the Successful Bidder, be adjourned to a subsequent hearing, with notice to the party having filed the Adequate Assurance Objection.

**IF A COUNTERPARTY FAILS TO FILE WITH THE COURT AND SERVE ON THE OBJECTION NOTICE PARTIES A TIMELY ADEQUATE ASSURANCE OBJECTION, THE COUNTERPARTY SHALL FOREVER BE BARRED FROM ASSERTING ANY OBJECTION TO THE ASSUMPTION AND/OR ASSIGNMENT OF THE APPLICABLE CONTRACT WITH REGARD TO ADEQUATE ASSURANCE OF FUTURE**

**PERFORMANCE. THE APPLICABLE SUCCESSFUL BIDDER SHALL BE DEEMED TO HAVE PROVIDED ADEQUATE ASSURANCE OF FUTURE PERFORMANCE WITH RESPECT TO THE CONTRACT IN ACCORDANCE WITH BANKRUPTCY CODE SECTIONS 365(b)(1)(C), 365(f)(2)(B) AND, IF APPLICABLE, 365(b)(3), NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OR ANY OTHER DOCUMENT.**

**SALE HEARING**

The Sale Hearing shall take place on **July 1, 2024 at [●:● a/p.m.] (prevailing Eastern Time)** before The Honorable [JUDGE], United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 N. Market Street, Wilmington, Delaware 19801 [ ] floor, courtroom [ ].

**ADDITIONAL INFORMATION**

Copies of the Motion, the Bidding Procedures Order and the Bidding Procedures may be obtained free of charge by visiting the KCC Website.

Dated: May \_\_, 2024  
Wilmington, Delaware

*/s/ DRAFT*

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M. Blake Cleary (No. 3614)  
R. Stephen McNeill (No. 5210)  
Katelin A. Morales (No. 6683)  
**POTTER ANDERSON & CORROON LLP**  
1313 N. Market Street, 6<sup>th</sup> Floor  
Wilmington, Delaware 19801  
Telephone: (302) 984-6000  
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rmcneill@potteranderson.com  
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and-

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*Proposed Counsel to the Debtors and Debtors in Possession*

**Schedule 1**

**Exhibit D**

**Form of Sale Order**

[Please see attached.]

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

Supply Source Enterprises, Inc., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24- [\_\_\_\_] (\_\_\_\_)

(Jointly Administered)

Re: Docket No. \_\_\_\_

**ORDER (I) AUTHORIZING THE SALE OF CERTAIN ASSETS OF THE DEBTORS OUTSIDE THE ORDINARY COURSE OF BUSINESS, (II) AUTHORIZING THE SALE OF ASSETS FREE AND CLEAR OF ALL CLAIMS, LIENS, AND INTERESTS EXCEPT FOR PERMITTED LIENS, AND ASSUMED LIABILITIES, (III) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF<sup>2</sup>**

Upon consideration of the *Debtors' Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (B) Designating the Stalking Horse Bidder, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. \_\_\_\_] (the "Motion"), filed by the debtors and debtors in possession (the "Debtors") in the above-captioned chapter 11 cases (the

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<sup>1</sup> The Debtors in these chapter 11 proceedings, together with the last four digits of each Debtor's federal tax identification number, are: Supply Source Enterprises, Inc. (0842); SSE Parent GP, LLC (9632); SSE Parent, LP (2770); SSE Acquisition Holdings, Inc. (2234); SSE Intermediate, Inc. (1772); SSE Buyer, Inc. (5901); Impact Products, LLC (7450); and The Safety Zone, LLC (4597). The Debtors' headquarters are located at 385 Long Hill Road, Guilford, Connecticut 06437.

<sup>2</sup> [NTD: To ensure consistent use of defined terms with Motion.]



“Chapter 11 Cases”); and the Court having taken into consideration this Court’s prior order, dated [●], 2024 (Docket No. [●]) (the “Bidding Procedures Order”), approving bidding procedures for the sale of the Assets (the “Bidding Procedures”) and granting certain related relief; and the Stalking Horse Bidder, (the “Purchaser”) having submitted the highest or best bid for the Purchased Assets (as defined in Stalking Horse APA), which was declared the Successful Bid for the Purchased Assets pursuant to the Bidding Procedures; and this Court having conducted a hearing to consider the Sale and the transactions contemplated under the Stalking Horse APA (the “Transactions”) on [●], 2024 (the “Sale Hearing”), at which all interested parties were offered an opportunity to be heard with respect to the Sale and the Transactions; and this Court having reviewed and considered: (i) the Motion and the exhibits thereto, (ii) the Stalking Horse APA, whereby the Debtors have agreed, among other things, to sell the Purchased Assets to the Purchaser, including certain executory contracts and unexpired leases of the Debtors that will be assumed and assigned to the Purchaser (the “Assigned Contracts”), on the terms and conditions set forth in the Bidding Procedures Order, this Order, the Stalking Horse APA, and any ancillary or supplemental documents executed in connection therewith, (iii) the First Day Declaration,<sup>3</sup> and the Sale Declaration,<sup>4</sup> (iv) the objections and reservations of rights filed or informally raised by parties in interest (collectively, the “Objections”), and (v) the arguments of counsel made, and the evidence proffered and adduced, at the Sale Hearing; and due notice of the Motion and this Order having been provided; and all objections to the Sale, the Transactions, and this Order having been withdrawn, resolved, or overruled on the merits; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in

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<sup>3</sup> Declaration of Thomas Studebaker in Support of Chapter 11 Petitions and First Day Motions (Docket No. [●]).

<sup>4</sup> Declaration of Lisa Lansio in Support of the Debtors’ Sale Motion (Docket No. [●]).

interest in these Chapter 11 Cases; and this Court having found that the Debtors' notice of the Sale and opportunity for a hearing on the Sale, including the adequacy of the Sale Notice and the Assumption Notices (defined below), were appropriate and no other notice need be provided; and this Court having determined that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and upon the record of the Sale Hearing and these Chapter 11 Cases; and after due deliberation and sufficient cause appearing therefor,

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

A. **Fed. R. Bankr. P. 7052.** The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), 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. **Jurisdiction and Venue.** This Court has jurisdiction over this matter and over the property of the Debtors' estates, including the Purchased Assets to be sold, transferred, or conveyed pursuant to the Stalking Horse APA, pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court may enter a final order hereon under Article III of the United States Constitution. Venue of these Chapter 11 Cases and approval of the Sale and the Transactions contemplated by the Stalking Horse APA is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

C. **Statutory and Rule Predicates.** The statutory and rule-based predicates for the approvals and authorizations herein, including for the Sale and the Transactions contemplated by the Stalking Horse APA, are: (i) sections 105, 363, 365, 503, and 507 of title 11 of the United States Code (the “Bankruptcy Code”), (ii) Bankruptcy Rules 2002, 6004, 6006, 9006, 9007, 9008 and 9014, and (iii) Rules 2002-1, 6004-1, and 9006-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”).

D. **Opportunity to Object.** Proper, timely, adequate, and sufficient notice of, and a reasonable opportunity to object or otherwise to be heard regarding the Sale Notice, the Assumption Notices, [the Auction], the Sale Hearing, the assumption and assignment of the Assigned Contracts, the Sale, or the Transactions contemplated by the Stalking Horse APA have been provided in accordance with sections 102(1) and 363(b) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9006, 9007, 9008, and 9014, the Local Rules, the procedural due process requirements of the United States Constitution, and in compliance with the Bidding Procedures Order. The Debtors also gave due and proper notice of the potential assumption and assignment of each Assigned Contract available to be assumed by the Debtors and assigned to the Purchaser to each non-debtor party under each such Assigned Contract (collectively, the “Non-Debtor Counterparties”) as reflected on certain Notice of Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and Proposed Cure Amounts filed on [●], 2024 (Docket No. [●]) (the “First Assumption Notice”), [as further supplemented by that certain Supplemental Notice of Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and Proposed Cure Amounts filed on [●], 2024 (Docket No. [●]) (the “Supplemental Assumption Notice”, and together with the First Assumption Notice,

collectively, the “Assumption Notices”). Such notice was good, sufficient, and appropriate under the particular circumstances, and, in the absence of an objection that is filed and served in accordance with the applicable Assumption Notice, the Non-Debtor Counterparties are hereby deemed to consent to the relief granted herein unless otherwise provided in this Order. No other or further notice of, opportunity to object to, or other opportunity to be heard regarding the Sale Notice, the Assumption Notices, [the Auction], the Sale Hearing, the assumption and assignment of the Assigned Contracts, the Sale, the Transactions contemplated by the Stalking Horse APA, or of the entry of this Order is necessary or shall be required.

E. **Notice.** The Debtors gave due and proper notice of the Sale on [●], 2024 (the “Sale Notice”) (Docket No. [●]). The Sale Notice constituted good, sufficient, and appropriate notice of the Sale under the particular circumstances and no further notice need be given with respect to the proposed Sale. As provided by the Sale Notice, a reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities, including, without limitation: (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel for the DIP Lender and Prepetition Secured Lenders; (iii) counsel for the [Committee]; (iv) all persons known, or reasonably believed to have asserted, an interest in or liens against the [Assets]; (v) all Non-Debtor Counterparties; (vi) the Attorneys General in the State(s) where the [Assets] are located; (vii) all state and local taxing authorities in the State(s) where the [Assets] are located; (viii) the Internal Revenue Service; (ix) all parties that filed requests for notices under Bankruptcy Rule 9010(b) or were entitled to notice under Bankruptcy Rule 2002 or any applicable Local Rule, all creditors (whether their Claims are liquidated, contingent, or unmatured) of the Debtors; and (x) all entities that heretofore entered into non-disclosure agreements with the Debtors with respect to potential purchase of the Debtors’ businesses and assets. Other parties

interested in bidding on the [Assets], including the Purchased Assets were provided, pursuant to the Bidding Procedures Order, sufficient information to make an informed judgment on whether to submit a bid.

F. **Final Order.** This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). To any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order, and authorizes the closing of all Transactions contemplated hereby without regard to any stay or delay in its implementation.

G. **Sound Business Purpose.** The Debtors, in a reasonable exercise of their business judgment, have demonstrated a sufficient basis and the existence of reasonable, appropriate, and compelling circumstances requiring them to enter into the Stalking Horse APA, transfer the Purchased Assets, and assume and assign the Assigned Contracts to the Purchaser under sections 363 and 365 of the Bankruptcy Code, and such actions are entirely fair and appropriate exercises of the Debtors' reasonable business judgment and in the best interests of the Debtors, their estates and their stakeholders.

H. **Compliance with Bidding Procedures Order.** The Debtors, the Purchaser, and their professionals have complied, in good faith, in all respects with the Bidding Procedures Order and the bidding process was free of any fraud, collusion, or unfair dealing. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing or submitted by affidavit or declaration at, or prior to, the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, through marketing efforts and a competitive sale process conducted in accordance with the Bidding Procedures Order, the Debtors (a) afforded all

potentially interested parties a full, fair, and reasonable opportunity to qualify as bidders and submit their highest or otherwise best offer to purchase the [Assets], (b) provided all interested parties, upon request, sufficient information to enable them to make an informed judgment on whether to bid on the [Assets], and (c) considered any bids submitted on or before the deadline to submit bids as set forth in the Bidding Procedures (the “Bid Deadline”).

I. **Good Faith**. The Stalking Horse APA was not entered into and the Sale is not being consummated for the purpose of hindering, delaying, or defrauding present or future creditors of the Debtors. The Debtors and the Purchaser were each represented by separate and independent advisors throughout the negotiation of the terms of the Stalking Horse APA. All payments and other consideration (including the credit bidding of secured debt) to be made by the Purchaser in connection with the Transactions contemplated by the Stalking Horse APA have been disclosed. Neither the Debtors nor the Purchaser are proposing to consummate the Sale fraudulently, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia.

J. The Purchaser is a purchaser in “good faith,” as that term is used in the Bankruptcy Code and the decisions thereunder and is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to the purchase of the Purchased Assets and the consummation of the Transactions. The Stalking Horse APA was negotiated and entered into in good faith, based upon arm’s length bargaining, and without collusion or fraud of any kind. Neither the Debtors nor the Purchaser has engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code or cause the application of, or implicate, section 363(n) of the Bankruptcy Code to the Stalking Horse APA, or to the consummation of the Transactions contemplated

thereby, and the transfer of the Purchased Assets, and the Assigned Contracts, to the Purchaser. The Purchaser is purchasing the Purchased Assets (including the Assigned Contracts) in good faith and is a good faith Purchaser within the meaning of section 363(m) of the Bankruptcy Code and is, therefore, entitled to the protection of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that: (i) the Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets; (ii) the Purchaser fully complied with all of the provisions of the Bankruptcy Code, the Bidding Procedures Order, and the Bidding Procedures; (iii) there was no fraud, collusion, or unfair dealing in connection with the bidding process and the sale of the Purchased Assets; (iv) the Purchaser has fully disclosed all of its connections with the Debtors; (v) all consideration to be paid or provided to the Debtors by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the sale have been disclosed; (vi) the Purchaser has not violated section 363(n) of the Bankruptcy Code by any action or inaction; and (vii) the negotiations and execution of the Stalking Horse APA and any other agreements or instruments related thereto were in good faith and free from any collusion, fraud, or unfair dealing.

K. **Highest or Best Value.** (i) The Debtors and their advisors conducted a fair, extensive, and open sale process that complied with the Bidding Procedures and the Bidding Procedures Order in all respects; (ii) the sale process and the Bidding Procedures set forth in the Bidding Procedures Order were: (a) non-collusive, (b) substantively and procedurally fair to all parties in interest, (c) duly noticed, (d) provided a full, fair, and reasonable opportunity for any entity to make an offer to purchase the Purchased Assets, and (e) resulted in a fair bidding process; (iii) the process conducted by the Debtors pursuant to the Bidding Procedures obtained the highest or otherwise best value for the Purchased Assets for the Debtors and their estates, and any other

transaction would not have yielded as favorable an economic result; (iv) the Purchaser has put forth the highest or otherwise best offer for the Purchased Assets pursuant to the terms of the Bidding Procedures Order; (v) the Purchase Price received by the Debtors for the Purchased Assets, after considering all of the relevant facts and circumstances of the Sale as a whole, is fair; and (vi) the Bidding Procedures resulted in the highest or best value for the Purchased Assets for the Debtors and their estates.

L. The Debtors determined, in a valid and sound exercise of their business judgment and after a robust and extensive marketing process, the Transactions contemplated by the Stalking Horse APA represented the highest or otherwise best bid. Therefore, the Purchaser's bid was designated the Successful Bid for the Purchased Assets. The Bidding Procedures have been complied with in all respects by the Debtors and the Purchaser and afforded a full, fair, and reasonable opportunity for any entity or person to make a higher or otherwise better offer for the Purchased Assets.

M. The sale of the Purchased Assets outside of a plan of reorganization pursuant to the Stalking Horse APA neither impermissibly restructures the rights of the Debtors' creditors, nor impermissibly dictates the terms of a liquidating plan or reorganization of the Debtors. The Sale does not constitute a *sub rosa* chapter 11 plan.

N. **Fair Consideration.** The offer of the Purchaser, upon the terms and conditions set forth in the Stalking Horse APA, including the form and total consideration (including the Purchase Price, the ABL Credit Bid, and the DIP Credit Bid (each as defined in the Stalking Horse APA)) to be realized by the Debtors pursuant to the Stalking Horse APA: (i) is the highest or best offer received by the Debtors and their estates, (ii) is fair and reasonable, (iii) is in the best interests of the Debtors' stakeholders and estates, (iv) constitutes full and fair consideration and reasonably



equivalent value for the Purchased Assets, and (v) will provide a greater recovery for the Debtors' creditors, and other interested parties than would be provided by any other practically available alternative. No other entity or group of entities has offered to purchase the Purchased Assets for greater economic value to the Debtors' estates than the Purchaser.

O. **Validity of Transfer.** The Purchased Assets are property of the Debtors' estates and title thereto is vested in the Debtors' estates. The Debtors have full corporate power and authority to execute the Stalking Horse APA (and all other documents contemplated thereby) and to consummate the Transactions contemplated thereby, and the sale or transfer of the Purchased Assets has been duly and validly authorized by all necessary corporate actions on the part of the Debtors' estates. No consents or approvals, other than as may be expressly provided for in the Stalking Horse APA, are required by the Debtors' estates to consummate such Transactions.

P. As set forth in paragraph E of the Final DIP Order and subject to the terms therein, the Debtors have stipulated, among other things: (i) to the Prepetition Secured Parties' (as defined in the Final DIP Order) valid, binding, perfected and enforceable, first priority liens over the Prepetition Collateral (as defined in the Final DIP Order) that secure the Prepetition Secured Obligations (as defined in the Final DIP Order) and (ii) that the Prepetition Secured Parties have the right to credit bid the entirety of the Prepetition Secured Obligations pursuant to section 363(k) without further challenges from the Debtors or any other party in interest. Pursuant to paragraph 13 of the Final DIP Order, upon entry of this Order, such stipulations are binding on all parties in interest.

Q. Pursuant to paragraph 27 of the Final DIP Order, the Court previously ordered that each of the Prepetition Secured Parties (subject to paragraph 13 of the Final DIP Order) and the

DIP Lender have the unqualified right to credit bid the full amount of the Prepetition Secured Obligations and the DIP Obligations (each as defined in the Final DIP Order), respectively.

R. **Satisfaction of 363(f) Standards.** The Debtors are authorized to sell the Purchased Assets free and clear of the Liens, Claims, and Interests, other than Assumed Liabilities, Permitted Liens, and as otherwise provided in the Stalking Horse APA (with the Liens, Claims, and Interests attaching to the proceeds with the same nature, validity, priority, extent, perfection, and force and effect that the Liens, Claims, and Interests encumbered the Purchased Assets immediately prior to the entry of this Order) because, with respect to each creditor or other person or entity asserting a Lien, Claim, or Interest, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Each creditor or other person or entity asserting a Lien, Claim, or Interest in the Purchased Assets (i) has, subject to the terms and conditions of this Order, consented to the Sale and Transactions or is deemed to have consented to the Sale and Transactions, (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Lien, Claim, or Interest, or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders of the Liens, Claims, and Interests who did not object (or who ultimately withdrew their objections, if any) to the Sale and Transactions or the Motion are deemed to have consented to the Motion, Sale, and Transactions pursuant to section 363(f)(2) of the Bankruptcy Code. Creditors or other persons or entities asserting a Lien, Claim, or Interest in or against the Assets could be compelled in a legal or equitable proceeding to accept money satisfaction of such Lien, Claim, or Interest.

S. The Purchaser would not have entered into the Stalking Horse APA and would not consummate the Transactions contemplated thereby, thus adversely affecting the Debtors and their estates and their creditors: (i) if the sale of the Purchased Assets was not free and clear of all Liens,

Claims, and Interests, including, without limitation, any rights, Liens, Claims, or Interests based on any successor or transferee liability, or (ii) if Purchaser would, or in the future could, be liable for any Liens, Claims, or Interests, including, without limitation, any rights, Liens, Claims, or Interests based on any successor or transferee liability. The Purchaser will not consummate the Transactions contemplated by the Stalking Horse APA unless this Court expressly orders that none of the Purchaser, its affiliates, its present or contemplated members or shareholders, or the Purchased Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any Liens, Claims, and Interests, including rights or claims based on any successor or transferee liability other than as expressly set forth in the Stalking Horse APA.

T. Not selling the Purchased Assets free and clear of all Liens, Claims, and Interests would adversely impact the Debtors' estates, and the sale of Purchased Assets other than free and clear of all Liens, Claims, and Interests would be of substantially less value to the Debtors' estates.

U. Except with respect to the Permitted Liens that the Purchaser has expressly agreed to permit to survive the Closing pursuant to the express terms of the Stalking Horse APA, the Liens shall attach to the consideration to be received by the Debtors (if any) in the same priority and subject to the same defenses and avoidability, if any, as before the closing of the Transactions contemplated by the Stalking Horse APA (the "Closing"), and the Purchaser would not enter into the Stalking Horse APA to purchase the Purchased Assets or proceed to the Closing otherwise.

V. **Transfer of Assets Free and Clear.** The transfer of the Purchased Assets to the Purchaser free and clear of any Liens, Claims, and Interests will not result in any undue burden or prejudice to any holders of any Liens, because all such Liens of any kind or nature whatsoever shall attach to the net proceeds (if any) of the sale of the Purchased Assets received by the Debtors

in the order of their priority, with the same validity, force, and effect which they now have as against the Purchased Assets and subject to any claims and defenses the Debtors or other parties may possess with respect thereto. All persons having Liens of any kind or nature whatsoever against or in any of the Debtors or the Purchased Assets shall be forever barred and estopped from pursuing or asserting such Liens (subject to the Permitted Liens that the Purchaser has expressly agreed to permit to survive the Closing pursuant to the express terms of the Stalking Horse APA) against the Purchaser, or any of its respective assets, property, successors or assigns, or the Purchased Assets. The Purchaser shall have no obligations with respect to any Liens, Claims, and Interests against the Debtors.

W. **Assumption and Assignment of Assigned Contracts.** The Debtors have advanced sound business reasons for entering into the Stalking Horse APA and transferring, or assuming and assigning (with respect to the Assigned Contracts), the Purchased Assets, as more fully set forth in the Motion and the Stalking Horse APA, and as demonstrated at the Sale Hearing, and it is entirely fair to all parties in interest, and a reasonable exercise by the Debtors of the Debtors' business judgment to transfer, or assume and assign (with respect to the Assigned Contracts), the Purchased Assets to the Purchaser and to consummate the Transactions contemplated by the Stalking Horse APA with the Purchaser. Each and every provision of the Assigned Contracts or applicable non-bankruptcy law that purports to prohibit, restrict, or condition, or could be construed as prohibiting, restricting, or conditioning assignment of any Assigned Contract has been or will be satisfied or is otherwise unenforceable under section 365 of the Bankruptcy Code. All counterparties of the Assigned Contracts that did not or do not timely file an objection to the assumption and/or assignment of the Assigned Contract(s) to which they are a counterparty are deemed to consent to the assumption and/or assignment by the Debtors of

their Assigned Contract to the Purchaser, and the Purchaser shall enjoy all of the rights and benefits under each such Assigned Contract as of the applicable date of assumption and/or assignment without the necessity of obtaining such non-debtor party's consent to the assumption or assignment thereof. All Non-Debtor Counterparties for which the deadline to file an objection to the assumption and assignment to Purchaser has not passed as of the date of entry of this Order, and that did not or do not timely file such an objection prior to the applicable deadline, shall be deemed to consent to the assumption and/or assignment by the Debtors of their Assigned Contract to the Purchaser effective as of the Closing Date, and the Purchaser shall enjoy all of the rights and benefits under each such Assigned Contract as of the applicable date of assumption and/or assignment without the necessity of obtaining such Non-Debtor Counterparty's consent to the assumption or assignment thereof. If an objection to the Cure Amount timely filed with respect to an Assigned Contract cannot be resolved by the parties, the Debtors may, after consultation with the Purchaser, assume and assign the applicable contract(s) or lease(s) pending resolution of such objection in accordance with the Bidding Procedures Order. Upon the assignment and sale to the Purchaser in accordance with the terms of the Staking Horse APA, the Assigned Contracts shall be deemed valid and binding, in full force and effect in accordance with their terms, subject to the provisions of this Order, and shall be assigned and transferred to the Purchaser, notwithstanding any provision in the Assigned Contracts prohibiting or otherwise restricting assignment or transfer. To the extent any Assigned Contract is not an executory contract within the meaning of section 365 of the Bankruptcy Code, it shall be transferred to the Purchaser in accordance with the terms of the Stalking Horse APA and, other than with respect to Assumed Liabilities, the Purchaser shall have no liability or obligation for any (i) defaults or breaches under such agreement that relate to acts or omissions that arose or occurred prior to the Closing and (ii) claims, counterclaims, or

offsets, with respect to such Assigned Contract, that relate to any acts or omissions that arose or occurred prior to the Closing. The Purchaser shall not assume or become liable for any Liens, Claims, and Interests relating to the Purchased Assets, except as may be expressly set forth in the Stalking Horse APA.

X. Pursuant to the Stalking Horse APA, the Cure Amounts will be paid by the Debtors in accordance with the terms of this Order and the Stalking Horse APA. The Purchaser has demonstrated adequate assurance of future performance of each Assigned Contract within the meaning of section 365 of the Bankruptcy Code that is assumed by the Purchaser or any of its permitted assignees to which such Assigned Contract is assumed and/or assigned by the Debtors, including a promise to perform the Debtors' obligations under such Assigned Contract for periods at or after the Closing. The Cure Amounts are deemed the amounts necessary to "cure" (within the meaning of section 365(b)(1) of the Bankruptcy Code) all "defaults" (within the meaning of section 365(b) of the Bankruptcy Code) under such Assigned Contracts that are assumed. The Debtors' payment of Cure Amounts in accordance with the terms of this Order and the Stalking Horse APA and the Purchaser's promise under the Stalking Horse APA to perform the obligations under the Assigned Contracts as of the Closing shall constitute adequate assurance of future performance under such Assigned Contracts. Any objections to the Cure Amounts, to the extent not otherwise resolved, are hereby overruled. To the extent that any counterparty failed to timely object to its Cure Amount or to raise any other alleged default or breach of contract, such counterparty is deemed to have consented to such Cure Amount and to the assignment of its respective Assigned Contract(s) to the Purchaser and to have waived any other defaults or breaches. The Court finds that with respect to all Assigned Contracts, the payment of the Cure Amounts as provided in this Order and the Stalking Horse APA is reasonable and appropriate and

is deemed to fully satisfy the Debtors' obligations under sections 365(b) and 365(f) of the Bankruptcy Code. Accordingly, all of the requirements of sections 365(b) and 365(f) of the Bankruptcy Code have been satisfied for the assumption by the Debtors, and the assignment by the Debtors to the Purchaser, of each Assigned Contract to be assumed and/or assigned to the Purchaser as of Closing.

Y. The assumption and assignment of the Assigned Contracts pursuant to the terms of this Order is integral to the Stalking Horse APA and is in the best interests of the Debtors, their estates, their stakeholders and other parties in interest, and represents an exercise by the Debtors of the sound and prudent business judgment of the Debtors and their estates.

Z. **Notice.** The notice and opportunity to object provided to all parties in interest, as set forth in the Bidding Procedures Order and the Stalking Horse APA, fairly and reasonably protects any rights of any party in interest.

AA. **No Successor or Other Derivative Liability.** The Transactions contemplated by the Stalking Horse APA do not amount to a consolidation, merger, or *de facto* merger of the Purchaser, on the one hand, and any of the Debtors and/or their estates, on the other. There is not substantial continuity between the Purchaser, on the one hand, and the Debtors, on the other. There is no continuity of enterprise between the Debtors and the Purchaser. The Purchaser is not a mere continuation of the Debtors or their estates, and the Purchaser is not a successor to any of the Debtors or their estates.

BB. **Fair Purchase Price.** The total consideration provided by the Purchaser for the Purchased Assets constitutes (a) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (b) fair consideration under the Uniform Fraudulent Conveyance Act, and (c) reasonably equivalent value, entirely fair consideration, and fair value

under any other applicable laws of the United States, any state, territory or possession, or the District of Columbia. The Sale and the Purchase Price were negotiated in good faith and are fair and the product of good faith negotiations among the parties.

CC. **Waiver of Bankruptcy Rules 6004 and 6006.** The Debtors and the Purchaser will be acting in good faith, pursuant to section 363(m) of the Bankruptcy Code, in closing the Transactions contemplated by the Stalking Horse APA at any time on or after the entry of this Order and cause has been shown as to why this Order should not be subject to any stay, including, without limitation, as provided by Bankruptcy Rules 6004(h), 6006(d), and any applicable Local Rule.

DD. Time is of the essence in consummating the Sale. To maximize the value of the Purchased Assets, it is essential that the sale of the Purchased Assets occur as promptly as possible and, in all events, within the time constraints set forth in the Stalking Horse APA. Accordingly, there is cause to lift the stays contemplated by Bankruptcy Rules 6004 and 6006.

EE. **Legal and Factual Bases.** The legal and factual bases set forth in the Motion, the First Day Declaration, the Sale Declaration, and presented at the Sale Hearing establish just cause for the relief granted herein.

**NOW, THEREFORE, BASED UPON ALL OF THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. **Motion is Granted.** The relief requested in the Motion is **GRANTED** as set forth herein and the Sale, and the Transactions contemplated by the Stalking Horse APA, are hereby approved, subject to the terms and conditions contained herein.

2. **Objections Overruled.** Except as otherwise set forth herein, all Objections, responses, reservations of rights, and requests for continuance concerning approval of the Sale, if any, are resolved in accordance with the terms of this Order and as set forth in the record of the



Sale Hearing. To the extent any such Objection, response, reservation of rights, or request for continuance was not otherwise withdrawn, waived, or settled, it is overruled and denied on the merits with prejudice. All objections to the entry of this Order or to the relief granted herein that were not timely filed are hereby forever barred.

3. **Notice.** Notice of the Sale Hearing, including as set forth in the Sale Notice and the Assumption Notices, was fair, equitable, proper, and sufficient under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code, Bankruptcy Rules 2002, 6003, 6004, and 6006, the Local Rules, and as required by the Bidding Procedures Order.

4. **Fair Purchase Price.** The sale of the Purchased Assets and the consideration provided by the Purchaser under the Stalking Horse APA are entirely fair and reasonable, the highest or otherwise best offer for the Purchased Assets, shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law, and were the result of a fair bidding process. The Sale of the Purchased Assets to the Purchaser is a legal, valid, and effective transfer of the Purchased Assets notwithstanding any requirement for approval or consent of any person or entity.

5. The Purchaser is hereby granted, and is entitled to, all the protections provided to a good faith purchaser under section 363(m) of the Bankruptcy Code, including with respect to the transfer of the Assigned Contracts as part of the sale of the Purchased Assets pursuant to section 365 of the Bankruptcy Code and this Order.

6. **Approval of the Sale and the Transactions.** Subject to the terms of this Order, the sale of the Purchased Assets, the terms and conditions of the Stalking Horse APA (including all schedules and exhibits affixed thereto), and the Transactions contemplated thereby shall be, and hereby are, authorized and approved in all respects, and shall be enforceable against each of

the parties thereto. The Debtors have satisfied all requirements of sections 363(b), 363(f), and 365 of the Bankruptcy Code, and all other requirements and standards applicable to a sale outside the ordinary course of business, free and clear of the Liens, Claims, and Interests (other than Permitted Liens).

7. The failure specifically to include any particular provisions of the Stalking Horse APA or any of the documents, ancillary documents, or instruments executed in connection therewith in this Order shall not diminish or impair the force of such provision, document, Stalking Horse APA, or instrument, it being the intent of the Court, the Debtors, and the Purchaser, that the Stalking Horse APA and each document, ancillary document, or instrument be authorized and approved in its entirety with such amendments thereto as may be made by the parties in accordance with this Order prior to the Closing, and each such provision shall be enforceable by or against each of the parties thereto.

8. **Entitled to Credit Bid.** Upon entry of this Order: (i) the Prepetition Secured Parties, or the Purchaser, as applicable, shall be entitled to credit bid all of the Prepetition Secured Obligations and/or DIP Obligations (each as defined in the Final DIP Order), as applicable, without further challenge from any other party in interest, (ii) all of the Prepetition Secured Obligations and DIP Obligations (each as defined in the Final DIP Order) that constitute the ABL Credit Bid and DIP Credit Bid (each as defined in the Stalking Horse APA), respectively, shall be deemed legal, valid, and binding obligations of the Debtors, (iii) the liens securing such Prepetition Secured Obligations shall not be subject to any Challenges (as defined in the Final DIP Order) and any such Challenges by any party in interest shall be deemed forever waived, barred, and released, and (iv) the Challenge Period (as defined in the Final DIP Order) shall terminate and no party shall be permitted to assert any Challenge and all such Challenges shall be deemed forever waived, barred,

and released. Notwithstanding anything to the contrary herein: (i) other than the ABL Credit Bid, the DIP Credit Bid and any other Prepetition Secured Obligations included in the Successful Bid, if any, nothing in this Order shall impair, release, modify, discharge, or otherwise affect any of the outstanding Prepetition Secured Obligations, DIP Obligations, Adequate Protection Obligations (each as defined in the Final DIP Order), or any claims, liens or other obligations relating to the Final DIP Order; (ii) the occurrence of the Closing Date will constitute the consummation of a sale of all or substantially all of the assets of the Debtors pursuant to Bankruptcy Code Section 363(c); and (iii) in accordance with the definition of “Maturity Date” in the DIP Credit Agreement, the Maturity Date for all purposes in the Interim DIP Order, the Final DIP Order, and the DIP Credit Agreement shall be the same as the Closing Date.

9. **Consummation of Transactions.** The Debtors, in transferring the Purchased Assets pursuant to this Order and sections 363 of the Bankruptcy Code, are deemed, under section 1107(a) of the Bankruptcy Code, to have all rights and powers to perform all of the functions and duties of a trustee serving in a bankruptcy case, and will transfer the property pursuant to this Order.

10. The Debtors and their employees, professional advisors, and agents shall be, and hereby are, authorized and directed to fully assume, perform under, consummate, and implement the terms of the Stalking Horse APA, together with any and all additional instruments and documents that may be necessary or desirable in connection with implementing and effectuating the terms of the Stalking Horse APA, this Order, and/or the sale of the Purchased Assets, including, without limitation, the certificates, deeds, assignments, and other instruments of transfer, and to take all further actions (i) as may reasonably be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying, and conferring to the Purchaser, or reducing to

possession, any or all of the Purchased Assets or Assumed Liabilities or (ii) as may be necessary or appropriate to the performance of the obligations of the Debtors' estates in accordance with, or as contemplated by, the Stalking Horse APA, without any further corporate action or orders of this Court.

11. The Debtors and each other person or entity having duties or responsibilities under the Stalking Horse APA, any agreements or instruments related thereto or this Order, and their respective directors, officers, managers, employees, members, agents, representatives, attorneys, and other retained professionals are authorized and empowered, subject to the terms and conditions contained in the Stalking Horse APA and this Order, to carry out all of the provisions of the Stalking Horse APA and any related agreements or instruments; to issue, execute, deliver, file, and record, as appropriate, the documents evidencing and consummating the Stalking Horse APA and any related agreements or instruments; to take any and all actions contemplated by the Stalking Horse APA, any related agreements or instruments, or this Order; and to issue, execute, deliver, file, and record, as appropriate, such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other agreements or documents and to perform such other acts and execute and deliver such other documents, as are consistent with, and necessary, desirable or appropriate to implement, effectuate, and consummate, the Stalking Horse APA, any related agreements or instruments, and this Order and the Transactions contemplated thereby and hereby, all without further application to, or order of, the Court or further action by their respective directors, officers, managers, employees, members, agents, representatives, and attorneys, and with like effect as if such actions had been taken by unanimous action of the respective directors, officers, managers, employees, members, agents, representatives, and attorneys of such entities. The Debtors' officers, on behalf of the Debtors shall be, and hereby is, authorized to certify or

attest to any of the foregoing actions (but no such certification or attestation shall be required to make any such action valid, binding, and enforceable). The Debtors and the Purchaser are further authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable Governmental Entity any and all certificates, agreements, or amendments necessary or appropriate to effectuate the Transactions contemplated by the Stalking Horse APA, any related agreements and this Order, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable Governmental Entities or as the Debtors may determine are necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act. Without limiting the generality of the foregoing, this Order shall constitute all approvals and consents, if any, required by the corporate laws of the states of formation of each corporate Debtor and all other applicable business, corporation, trust, and other laws of the applicable Governmental Entities with respect to the implementation and consummation of the Stalking Horse APA, any related agreements or instruments and this Order, and the Transactions contemplated thereby and hereby.

12. Each and every federal, state, and local governmental agency or department is authorized to accept any and all documents and instruments necessary and appropriate to consummate the Transactions contemplated by the Stalking Horse APA and this Order. This Order and the Stalking Horse APA shall be binding upon, and govern the acts of all such federal, state, and local governmental agencies and departments, including any filing agents, filing officers, title agents, recording agencies, secretaries of state, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or

otherwise record or release any documents or instruments, or who may be required to report or insure any title in, or to, the Purchased Assets.

13. Pursuant to section 525 of the Bankruptcy Code, no Governmental Entity may revoke or suspend any permit or license relating to the operation of the Purchased Assets sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of the Debtors' bankruptcy cases or the consummation of the Transactions contemplated by the Stalking Horse APA.

14. Except as otherwise expressly provided in the Stalking Horse APA, all persons presently on or after the Closing Date in possession of some or all of the Purchased Assets are directed to surrender possession of the Purchased Assets to the Purchaser, as applicable, on the Closing Date or at such time thereafter as the Purchaser may request. For the avoidance of doubt, all persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Purchased Assets to Purchaser in accordance with the Stalking Horse APA and this Order.

15. **Transfer of Assets Free and Clear.** To the fullest extent permitted by law, effective as of the Closing, (a) the assumption of the Assumed Liabilities shall constitute a legal, valid, and effective assumption by Purchaser of all Assumed Liabilities and (b) the transfer of the Purchased Assets to the Purchaser, shall constitute a legal, valid, and effective transfer of the Purchased Assets notwithstanding any requirement for approval or consent by any person. The Debtors are authorized to transfer, and upon the Closing shall transfer to the Purchaser, all of the Debtors' right, title, and interest in and to, and possession of, the Purchased Assets, which shall be immediately vested in Purchaser, and such title to the Purchased Assets, including, without limitation, with respect to intellectual property identified in the Stalking Horse APA or any

instrument relating thereto and all tangible and intangible assets, personal property, goodwill, brand and related likenesses constituting Purchased Assets, shall be transferred to Purchaser free and clear of the Liens, Claims, and Interests (other than Assumed Liabilities and Permitted Liens) pursuant to section 363(f) of the Bankruptcy Code, including:

- (a) liens (including, without limitation, mechanics', materialmen's, and other consensual and non-consensual liens and statutory liens) mortgages, restrictions, hypothecations, charges of any kind or nature, indentures, loan agreements, instruments, leases, subleases, capital leases, encroachments, licenses, burdens, options, privileges, deeds of trust, security interests, equity interests, conditional sale or other title retention agreements, covenants, pledges, judgments, demands, guarantees, encumbrances, easements, defects in title, servitudes, regulatory violations by any governmental entity, decrees of any court or foreign or domestic governmental entity, and debts arising in any way in connection with any agreements, acts, or failures to act;
- (b) interests, obligations, liabilities, demands, guaranties, options, restrictions, and contractual or other commitments;
- (c) rights, including, without limitation, rights of first refusal, rights of offset (except for offsets exercised prior to the Petition Date), rights of setoff, rights of way, contract rights, subrogation rights, exoneration rights, labor rights, equitable rights, employment rights, pension rights, and rights of recovery;
- (d) decrees of any court or foreign or domestic government entity (to the extent permitted by law);
- (e) charges or restrictions of any kind or nature, including, without limitation, any restriction on the use, transfer, receipt of income or other exercise of any attributes of ownership of the Purchased Assets, including, without limitation, consent of any Person to assign or transfer any of the Purchased Assets;
- (f) debts arising in any way in connection with any agreements, acts, or failures to act, of the Debtors or any of the Debtors' predecessors or affiliates;
- (g) claims (as that term is defined in the Bankruptcy Code), including claims for reimbursement, contribution claims, indemnity claims, subrogation claims, exoneration claims, alter-ego claims, products liability claims, environmental claims (including, without limitation, toxic tort claims), labor claims, pension claims, equitable claims, including claims that may be secured or entitled to priority under the Bankruptcy Code, tax claims,

reclamation claims, adverse claims of any kind, and pending litigation claims;

- (h) matters of any kind or nature whatsoever, whether at law or in equity and whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or un-matured, material or nonmaterial, disputed or undisputed, whether arising prior to or during the Debtors' bankruptcy cases, and whether imposed by agreement, understanding, law, equity, or otherwise, including claims otherwise arising under any theory, law, or doctrine of successor liability or related theories;

in each case, whether in law or in equity, known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, direct or indirect, and whether arising by agreement, understanding, law, equity or otherwise, including claims otherwise arising under any theory, law, or doctrine of successor liability or related theories, and whether occurring or arising before, on or after the Petition Date, or occurring or arising prior to the Closing (each, a "Lien, Claim, or Interest," and collectively, the "Liens, Claims, and Interests"). The Liens (other than Permitted Liens), Claims, and Interests shall attach to the proceeds (if any) of the sale with the same nature, validity, priority, extent, perfection, and force and effect that such Liens, Claims, and Interests encumbered the Purchased Assets immediately prior to the entry of this Order, subject to any Claims, defenses, and objections, if any, that the Debtors or their estates may possess with respect thereto.

16. Following the Closing Date, no holder of any Liens, Claims, or Interests in the Purchased Assets shall interfere with the Purchaser's enjoyment of the Purchased Assets based on or related to such Liens, Claims, or Interests, or any actions that the Debtors may take in these



Chapter 11 Cases and no person shall take any action to prevent, interfere with or otherwise enjoin consummation of the Transactions contemplated by the Stalking Horse APA or this Order.

17. The provisions of this Order authorizing the sale of the Purchased Assets free and clear of any Liens, Claims, and Interests shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or any other instruments to effectuate, consummate, and implement the provisions of this Order. However, the Debtors, the Purchaser, and each of their respective officers, employees, attorneys, other retained professionals, and agents are hereby authorized and empowered to take all actions and execute and deliver any and all documents, releases, terminations, and instruments that either the Debtors or the Purchaser deem necessary, desirable, or appropriate to implement and effectuate the terms of the Stalking Horse APA and this Order, including amendments to the Stalking Horse APA and the release of Liens, Claims, and Interests set forth in this Order.

18. **General Assignment.** The Purchased Assets to be acquired by the Purchaser under the Stalking Horse APA shall be, as of the Closing Date and upon the occurrence of the Closing, transferred to, and vested in, the Purchaser. Upon the occurrence of the Closing, this Order shall be considered, and shall constitute, for any and all purposes a full and complete general assignment, conveyance, and transfer of the Debtors' interest in the Purchased Assets under the Stalking Horse APA and/or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in the Purchased Assets to the Purchaser.

19. **Release of Interests.** On or before the Closing Date, each of the Debtors' creditors are authorized and directed to execute such documents, releases, or terminations, and take all other actions as may be necessary, desirable, or appropriate to release, effective as of the Closing, their respective Liens, Claims, and Interests of any kind against the Purchased Assets, as such Liens,

Claims, and Interests may have been recorded or may otherwise exist. If any person or entity that has filed financing statements, mortgages, mechanic's liens, or other documents or agreements evidencing any Liens, Claims, or Interests against or on the Purchased Assets (subject to the Permitted Liens that the Purchaser has expressly agreed to permit to survive the Closing pursuant to the express terms of the Stalking Horse APA) shall not have delivered to the Debtors on or prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all liens and easements, and any other documents necessary, desirable, or appropriate for the purpose of documenting the release of all Liens, Claims, Interests, encumbrances, or liabilities (other than Assumed Liabilities and Permitted Liens) that the person or entity has or may assert with respect to the Purchased Assets, the Debtors and the Purchaser are hereby authorized to execute and file such statements, instruments, releases, terminations, and other documents on behalf of the person or entity with respect to the Purchased Assets. The Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens, Claims, Interests, encumbrances, or liabilities against the Purchased Assets (other than the Assumed Liabilities and Permitted Liens). This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office.

20. This Order: (i) shall be effective as a determination that, as of the Closing, all Liens, Claims, and Interests, except as expressly assumed as an Assumed Liability by the Purchaser pursuant to the express terms of the Stalking Horse APA, have been unconditionally released, discharged and terminated as to Purchaser and the Purchased Assets owned by the Debtors and that the conveyances and transfers described herein have been effected, and (ii) is and shall be

binding upon and govern the acts of all persons, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, county, and local officials and all other persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments that reflect that Purchaser is the assignee and owner of the Purchased Assets, and ownership of the Purchased Assets owned by the Debtors is free and clear of any Liens, Claims, and Interests or who may be required to report or insure any title or state of title in or to any lease (all such entities being referred to as "Recording Officers"). All Recording Officers are authorized to strike recorded encumbrances and other interests against the Purchased Assets owned by the Debtors recorded prior to the date of this Order. A certified copy of this Order may be filed with the appropriate Recording Officers to evidence cancellation of any recorded encumbrances, Liens, Claims, Interests, pledges, and other interests against the Purchased Assets owned by the Debtors recorded prior to the date of this Order. All Recording Officers are hereby authorized to accept for filing any and all of the documents and instruments necessary, advisable or appropriate, and appropriate to consummate the Transactions contemplated by the Stalking Horse APA.

21. The Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, approval, certificate of occupancy, authorization, operating permit, registration, plan and the like of any Governmental Entity relating to the Purchased Assets or held by the Debtors' estates, and to the greatest extent available under applicable law, all such licenses, permits, approvals, certificates of occupancy, authorizations, operating permits, registrations, plans and the like of any Governmental Entity are deemed to have been, and hereby are, deemed to be transferred to the Purchaser, as of the Closing Date. Furthermore, the business covered by

the Purchased Assets shall continue operating under all existing licenses of the Debtors until such licenses have been changed to the name of the Purchaser, including but not limited to local occupational licenses, and any other licenses need to operate such business with no interruption to the business.

22. **Payment of Certain Indebtedness.** Nothing in this Order shall limit the rights of the Prepetition Secured Parties or the DIP Lender under the Final DIP Order.

23. **Assumption and Assignment of Assigned Contracts.** Subject to the terms of the Stalking Horse APA and the occurrence of the Closing Date, the assumption by the Debtors of the Assigned Contracts, as provided for or contemplated by the Stalking Horse APA and the Assumption Notices, shall be, and hereby is, authorized and approved pursuant to sections 363 and 365 of the Bankruptcy Code.

24. The Assigned Contracts shall be deemed valid and binding and in full force and effect and assumed by the Debtors and assigned to the Purchaser at the Closing, pursuant to sections 363 and 365 of the Bankruptcy Code, subject only to the payment of the Cure Amounts (if any) solely to the extent set forth in the Assumption Notices.

25. The Debtors and the Purchaser have satisfied all requirements under sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code to provide adequate assurance of future performance under all of the Assigned Contracts. No other or further notice of, opportunity to object to, or other opportunity to be heard regarding the Assumption Notices or the assumption and assignment of the Assigned Contracts is necessary or shall be required.

26. Upon the Closing Date, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested in all right, title, and interest in, and to,

each of the Assigned Contracts. The Debtors shall reasonably cooperate with, and take all actions reasonably requested by, the Purchaser to effectuate the foregoing.

27. Pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, and except as otherwise provided in this Order, on the Closing Date, the Debtors shall pay or cause to be paid to the Non-Debtor Counterparties the requisite Cure Amounts, if any, set forth on the Assumption Notices, except to the extent that (i) a Cure Amount was amended on the record of the Sale Hearing, (ii) a different Cure Amount is agreed as between the Non-Debtor Counterparties and the Debtors, or (iii) as to be determined by Court order. Except as otherwise set forth in this Order, the Cure Amounts (if any) are binding on all Non-Debtor Counterparties and are hereby fixed at the amounts (including any amount listed as \$0.00) set forth on the Assumption Notices and shall not be subject to any challenge or objection by any party. Except as set forth in this Order, the Non-Debtor Counterparties are forever barred from asserting any other claims, including, but not limited to, the propriety or effectiveness of the assumption and assignment of the Assigned Contracts against the Debtors, the Purchaser, or the property of any of them in respect of the Assigned Contracts. Except as set forth in this Order, all of the Non-Debtor Counterparties shall be fully and finally bound by the Cure Amount listed on the Assumption Notices and any challenge to any Cure Amount is hereby deemed waived and released.

28. Any provision in any Assigned Contract that purports to declare a breach, default, or payment right as a result of an assignment or a change of control in respect of the Debtors is unenforceable, and all Assigned Contracts shall remain in full force and effect, subject only to payment of the appropriate Cure Amounts, if any. No sections or provisions of any Assigned Contract that purport to provide for additional payments, penalties, charges, or other financial accommodations in favor of the Non-Debtor Counterparties shall have any force and effect with

respect to the Sale and assignments authorized by this Order, and such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under section 365(e) of the Bankruptcy Code and no assignment of any Assigned Contract pursuant to the terms of the Stalking Horse APA shall in any respect constitute a default under any Assigned Contract.

29. Each and every provision of the Assigned Contracts or applicable non-bankruptcy law that purports to prohibit, restrict, or condition, or could be construed as prohibiting, restricting, or conditioning assignment of any Assigned Contract has been or will be satisfied or is otherwise unenforceable under section 365 of the Bankruptcy Code. All counterparties of the Assigned Contracts that did not or do not timely file an objection to the assumption and/or assignment of the Assigned Contract(s) to which they are a counterparty are deemed to consent to the assumption and/or assignment by the Debtors of their Assigned Contract to the Purchaser, and the Purchaser shall enjoy all of the rights and benefits under each such Assigned Contract as of the applicable date of assumption and/or assignment without the necessity of obtaining such non-debtor party's consent to the assumption or assignment thereof. All counterparties of the Assigned Contracts for which the deadline to file an objection to the assumption and assignment or Cure Amount has passed as of the date of entry of this Order, and that did not timely file such an objection prior to the applicable deadline, shall be deemed to consent to the assumption and/or assignment by the Debtors of their Assigned Contract to the Purchaser effective as of the Closing Date, and the Purchaser shall enjoy all of the rights and benefits under each such Assigned Contract as of the applicable date of assumption and/or assignment without the necessity of obtaining such non-debtor party's consent to the assumption or assignment thereof. If an objection to the Cure Amount timely filed with respect to an Assigned Contract cannot be resolved by the parties, the Debtors

may assume and assign the applicable contract(s) or lease(s) pending resolution of such objection in accordance with the Bidding Procedures Order. Upon the assignment and sale to the Purchaser in accordance with the terms of the Stalking Horse APA, the Assigned Contracts shall be deemed valid and binding, in full force and effect in accordance with their terms, subject to the provisions of this Order, and shall be assigned and transferred to the Purchaser, notwithstanding any provision in the Assigned Contracts prohibiting or otherwise restricting assignment or transfer, and the Debtors, their estates, or any of their affiliates, predecessors, successors, or assigns, shall have no further liability or obligation under the Assigned Contracts. To the extent any Assigned Contract is not an executory contract within the meaning of section 365 of the Bankruptcy Code, it shall be transferred to the Purchaser in accordance with the terms of the Stalking Horse APA and, other than with respect to Assumed Liabilities (as defined in the Stalking Horse APA), the Purchaser shall have no liability or obligation for any (i) defaults or breaches under such agreement that relate to acts or omissions that arose or occurred prior to the Closing Date and (ii) claims, counterclaims, or offsets with respect to such Assigned Contract, that relate to any acts or omissions that arose or occurred prior to the Closing Date.

30. All defaults or other obligations under the Assigned Contracts arising prior to the Closing Date (without giving effect to any acceleration clauses, assignment fees, increases, advertising rates, or any other default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be deemed cured by entry of this Order, or as applicable, payment of the Cure Amounts (if any) on the Assumption Notices and the counterparties to the Assigned Contracts shall be forever barred and estopped from asserting or claiming against the Debtors or the Purchaser that any amounts are due or other defaults exist under such Assigned Contract as of the date of the assignment of such Assigned Contract.

31. Notwithstanding anything to the contrary in this Order, in the event that the Sale does not close, none of the Assigned Contracts shall be assumed by virtue of this Order and shall remain subject to further administration in these Chapter 11 Cases.

32. **No Successor or Other Derivative Liability.** The Purchaser is not a “successor” to the Debtors or their estates by reason of any theory of law or equity, and the Purchaser shall not assume, or be deemed to assume, or in any way be responsible for any liability or obligation (other than the Assumed Liabilities) of any of the Debtors and/or their estates including, but not limited to, any bulk sales law, successor liability, or similar liability. Neither the transfer of the Purchased Assets to the Purchaser, nor the fact that the Purchaser is using any of the Purchased Assets previously owned by the Debtors, will cause the Purchaser or any of its affiliates, to be deemed a successor in any respect to the Debtors’ business or an alter ego, mere continuation, or substantial continuation of the Debtors within the meaning of any foreign, federal, state or local revenue, pension, ERISA, the WARN Act (as defined below), tax, labor, employment, environmental, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors’ liability under such law, rule or regulation or doctrine.

33. Further, the transfer of title and possession of the Purchased Assets shall be free and clear of any Liens, Claims, and Interests pursuant to any successor or successor-in-interest liability theory, and, for the avoidance of doubt, the Purchaser, and each of its affiliates, successors, assigns, members, partners, officers, directors, principals, and shareholders shall have no liability whatsoever (other than the Assumed Liabilities) for any Liens, Claims, and Interests, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, whether liquidated or unliquidated, whether asserted derivatively or vicariously,



whether asserted based on Purchaser's status as a transferee, successor, or otherwise, of any kind, nature, or character whatsoever, including Liens, Claims, and Interests based on, relating to, and/or arising under, without limitation: (i) any employment or labor agreement; (ii) any pension, welfare, compensation or other employee plan, agreements, practices, and programs, including, without limitation, any pension or employee plan of, or related to, any of the Debtors or any Debtors' affiliates or predecessors or any current or former employees of any of the foregoing; (iii) the Debtors' business operations or the cessation thereof; (iv) any litigation involving one or more of the Debtors; (v) any employee, workers' compensation, occupational disease or unemployment or temporary disability related law, including, without limitation, any claims, rights, or causes of action that might arise under or pursuant to: (a) the Employee Retirement Income Security Act of 1974, as amended, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Worker Adjustment and Retraining Notification Act of 1988 (the "WARN Act"), (g) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (h) the Americans with Disabilities Act of 1990, (i) the Consolidated Omnibus Budget Reconciliation Act of 1985, (j) the Multiemployer Pension Plan Amendments Act of 1980; (k) state and local discrimination laws, (l) state and local unemployment compensation laws or any other similar state and local laws, (m) state workers' compensation laws, and/or (n) any other state, local, or federal employee benefit laws, regulations or rules or other state, local or federal laws, regulations or rules relating to, wages, benefits, employment, or termination of employment with any or all Debtors or any of their predecessors; (vi) any antitrust laws; (vii) any product liability or similar laws, whether state, federal, or otherwise; (viii) any environmental laws, rules, or regulations, including, without limitation, under

the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, et seq., or similar state statutes; (ix) Perishable Agricultural Commodities Act; (x) any bulk sales or similar laws; (xi) any federal, state, or local tax statutes, rules, regulations, or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; and (xii) any common law doctrine of *de facto* merger, successor, transferee, or vicarious liability, substantial continuity liability, successor-in-interest liability theory, and/or any other theory of or related to successor liability.

34. Other than the Assumed Liabilities the Purchaser has expressly agreed to assume pursuant to the express terms of the Stalking Horse APA, the Purchaser is not assuming nor shall it or any Affiliate of the Purchaser be in any way liable or responsible, as a successor or otherwise, for any Liabilities of the Debtors in any way whatsoever, including any Liabilities relating to or arising from the Debtors' ownership or use of the Purchased Assets prior to the Closing Date, or any Liabilities calculable by reference to the Debtors or their operations or the Purchased Assets, or relating to continuing or other conditions existing on or prior to the Closing Date, which Liabilities are hereby extinguished insofar as they may give rise to liability, successor or otherwise, against the Purchaser or any affiliate of the Purchaser.

35. Except as otherwise provided in the Stalking Horse APA, pursuant to sections 105 and 363 of the Bankruptcy Code, all persons, including, but not limited to, the Debtors, all debt holders, equity security holders, the Debtors' employees or former employees, Governmental Entities, lenders, parties to or beneficiaries under any benefit plan, trade and other creditors asserting or holding a Lien, Claim, or Interest of any kind or nature whatsoever against, in, or with respect to any of the Debtors or the Purchased Assets, arising under or out of, in connection with, or in any way relating to the Debtors, the Purchased Assets, the operation of the Debtors'

businesses prior to the Closing Date, or the transfer of the Purchased Assets to the Purchaser in accordance with the Stalking Horse APA and this Order, shall be forever barred and estopped from asserting, prosecuting, or otherwise pursuing such Lien, Claim, or Interest, including assertion of any right of setoff or subrogation, and enforcement, attachment, or collection of any judgment, award, decree, or order, against the Purchaser or any affiliates, successors or assigns thereof and each of their respective current and former members, officers, directors, attorneys, employees, partners, affiliates, financial advisors, and representatives (each of the foregoing in its individual capacity), with respect to the Purchased Assets.

36. Without limiting the generality of the foregoing, the Purchaser shall not assume or be obligated to pay, perform, or otherwise discharge any workers' compensation Liabilities of the Debtors arising pursuant to state law or otherwise, and this Order is intended to be all inclusive and shall encompass, but not be limited to, workers' compensation Claims or suits of any type, whether now known or unknown, whenever incurred or filed, which have occurred or which arise from work-related injuries, diseases, death, exposures, intentional torts, acts of discrimination, or other incidents, acts, or injuries prior to the Closing Date, including, but not limited to, any and all workers' compensation Claims filed or to be filed, or any reopening of such Claims, by or on behalf of any of the Debtors' current or former employees, persons on laid-off, inactive or retired status, or their respective dependents, heirs or assigns, as well as any and all premiums, assessments, or other obligations of any nature whatsoever of the Debtors relating in any way to workers' compensation liability.

37. The Purchaser has not assumed, or is otherwise not obligated for, any of the Debtors' liabilities other than the Assumed Liabilities, and the Purchaser has not purchased any of the Debtors' assets expressly excluded from the Purchased Assets. Consequently, all persons,

Governmental Entities and Units (as defined in sections 101(27) and 101(41) of the Bankruptcy Code) and all holders of Liens based upon or arising out of liabilities retained by the Debtors may not take any action against the Purchaser or the Purchased Assets to recover on account of any liabilities of the Debtors. All persons holding or asserting any Liens in the Excluded Assets may not assert or prosecute such Liens or any cause of action against the Purchaser or the Purchased Assets for any liability associated with the Excluded Assets or any other Excluded Liability (as defined in the Stalking Horse APA).

38. Any party to a personal services contract that has not objected to the assignment thereof is deemed to consent to such assignment pursuant to section 365(c) of the Bankruptcy Code to the extent that such contract is an Assigned Contract.

39. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, all parties to the Assigned Contracts shall have no claims against the Purchaser relating to any assignment fee, Cure Amounts, default, breach or claim or pecuniary loss, or condition to assignment, arising under or related to the Assigned Contracts existing as of the Closing Date or arising by reason of the Closing Date, except for any amounts that are Assumed Liabilities.

40. **Transfer Taxes.** Any Liens, Claims, and Interests of any kind asserted under laws, rules, regulations or governmental or court orders imposing a stamp, transfer tax, or similar tax arising from the transfer of the Purchased Assets to the Purchaser shall be filed against the Debtors' estates and shall not be asserted against the Purchaser. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, all Governmental Units and Persons (as defined in sections 101(27) and 101(41) of the Bankruptcy Code, respectively) are hereby enjoined from taking any action against the Purchaser to recover any claim which such Person or Governmental Unit has or may assert against

the Debtors (as such claims exist immediately prior to the Closing) relating to a stamp, transfer tax, or similar tax arising from the transfer of the Purchased Assets to the Purchaser.

41. **Bulk Sales.** No bulk sale law or any similar law of any state or other jurisdiction shall apply in any way to the Sale and the Transactions contemplated by the Stalking Horse APA.

42. **Statutory Mootness.** Notwithstanding Bankruptcy Rules 6004, 6006, and 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person obtaining a stay pending appeal, the Debtors and the Purchaser are free to close under the Stalking Horse APA at any time, subject to the express terms of the Stalking Horse APA. In the absence of any person obtaining a stay pending appeal, if the Debtors and the Purchaser close under the Stalking Horse APA, the Debtors and the Purchaser shall be deemed to be acting in “good faith” and the Purchaser shall be entitled to the protections of section 363(m) of the Bankruptcy Code as to all aspects of the Transactions contemplated by the Stalking Horse APA if this Order or any authorization contained herein is reversed or modified on appeal.

43. **Modification of Stalking Horse APA.** Subject to the terms of the Stalking Horse APA, the Stalking Horse APA and any related agreements and/or instruments may be waived, modified, amended, or supplemented by agreement of the Debtors and the Purchaser, without further action or order of the Court; provided, however, that any such waiver, modification, amendment, or supplement is not materially adverse to the Debtors’ estates.

44. **Binding Effect.** This Order and the Stalking Horse APA shall be binding on and inure to the benefit of all successors and assigns of the Debtors and the Purchaser.

45. This Order and the Stalking Horse APA shall be binding upon, enforceable against, and govern the acts of all persons including, without limitation, the Debtors and their estates, the

Purchaser and its respective successors and permitted assigns, any Chapter 11 trustee hereinafter appointed for the Debtors' estates, the Committee or any trustee appointed in a Chapter 7 case if any of the Chapter 11 Cases are converted from Chapter 11 to a case or cases under Chapter 7 of the Bankruptcy Code, all creditors of, and holders of equity interests in, any Debtor (whether known or unknown), the holders of the Liens, Claims, and Interests in, against, or on all or any portion of the Purchased Assets, filing agents, filing officers, title agents, recording agencies, secretaries of state, and all other persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title in or to the Purchased Assets.

46. **Conflicts; Precedence.** Nothing in any order of this Court or contained in any plan of reorganization or liquidation that may be confirmed in the cases of the Debtors, or in any subsequent or converted cases of the Debtors to cases under Chapter 7 of the Bankruptcy Code, shall conflict with, or derogate from, the provisions of the Stalking Horse APA or the terms of this Order. In the event there is any inconsistency between the Motion, the Bidding Procedures Order, the Bidding Procedures, the Stalking Horse APA, or this Order, this Order shall govern in all respects.

47. **No Avoidance of Sale.** Neither the Debtors nor the Purchaser has engaged in any conduct that would cause or permit the Stalking Horse APA to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code. Accordingly, the sale of the Purchased Assets is not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code.

48. **Waiver of Bankruptcy Rules 6004 and 6006.** Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d) or any applicable provisions of the Local Rules, this Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon

entry, and the 14-day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply. Time is of the essence in closing the Transactions and the Debtors and the Purchaser intend to close the Transactions as soon as practicable.

49. **Retention of Jurisdiction.** This Court shall retain exclusive jurisdiction to enforce the terms and provisions of this Order, the Bidding Procedures Order, and the Stalking Horse APA in all respects and to decide any disputes concerning this Order, the Stalking Horse APA, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Stalking Horse APA and this Order including, but not limited to, the interpretation of the terms, conditions, and provisions hereof and thereof, the status, nature and extent of the Purchased Assets and any Assigned Contracts, and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the Purchased Assets free and clear of any Liens, Claims, and Interests and any actions, efforts, and/or conduct designed to deprive the Purchaser of the Purchased Assets, including any and all tangible and intangible assets, personal property, goodwill, brand, and related likenesses acquired under the Stalking Horse APA.

50. **General Provisions.** All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

51. The automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified to the extent necessary to implement the terms and conditions of the Stalking Horse APA and the provisions of this Order.

52. Neither the Purchaser nor the Debtors shall have an obligation to close the Sale Transaction until all conditions precedent in the Stalking Horse APA to each of their respective obligations to close the Transactions have been satisfied or waived in accordance with the terms of the Stalking Horse APA.

53. The provisions of this Order are non-severable and mutually dependent.



**Exhibit E**

**Sellers Closing Certificate**

[Please see attached.]

**SUPPLY SOURCE ENTERPRISES, INC.**

**IMPACT PRODUCTS LLC**

**AND**

**THE SAFETY ZONE, LLC**

**SELLERS CLOSING CERTIFICATE**

[●], 2024

I, [●], do hereby certify that I am the duly appointed and acting [●] of, Supply Source Enterprises, Inc., a Georgia corporation (the “Company”), Impact Products LLC, a Delaware limited liability company (“Impact Products”), and The Safety Zone, LLC, a Connecticut limited liability company (“Safety Zone” and, together with the Company and Impact Products, each a “Seller” and together the “Sellers”), respectively, and that, as such, I am authorized to execute and deliver this Seller Closing Certificate (this “Certificate”) pursuant to Section 10.1(a) and Section 10.1(b) of that certain Asset Purchase Agreement, dated as of May [●], 2024 (as amended, modified or supplemented from time to time, the “Purchase Agreement”), by and among the Sellers and TZ SSE Buyer LLC, a Delaware limited liability company (“Purchaser”). Capitalized terms used herein and not otherwise defined have the meanings given to them in the Purchase Agreement. Delivery of an executed signature page to this Certificate by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed signature page to this Certificate.

I further certify to the Purchaser, on behalf of the Sellers, in my capacity as [●] of each Seller, and not in my individual capacity, as follows:

1. The representations and warranties of Sellers set forth in Article V of the Purchase Agreement (other than Fundamental Representations) qualified as to materiality are true and correct in all material respects as of the date of the Purchase Agreement and as of the Closing as though made at and as of the Closing (except for representations and warranties qualified by materiality or Material Adverse Effect, which are true and correct in all respects), except for (i) changes specifically permitted by the Purchase Agreement, (ii) those representations and warranties that address matters only as of a particular date need only be true and correct in all material respects as of such date, and (iii) those instances (including in (i) and (ii)) in which the failure of the representations and warranties to be true and correct would not, individually or in the aggregate, have a Material Adverse Effect; *provided*, that Fundamental Representations are true and correct in all respects except for *de minimis* inaccuracies (except to the extent such Fundamental Representations expressly relate to an earlier date, in which case such Fundamental Representations are true and correct in all respects as of such date except for *de minimis* inaccuracies).

2. Sellers have performed and complied in all material respects with all obligations and agreements required in the Purchase Agreement to be performed or complied with by them prior to the Closing Date.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate as of the date first written above.

**SELLERS:**

SUPPLY SOURCE ENTERPRISES, INC.

By: \_\_\_\_\_  
Name:  
Title:

IMPACT PRODUCTS LLC

By: \_\_\_\_\_  
Name:  
Title:

THE SAFETY ZONE, LLC

By: \_\_\_\_\_  
Name:  
Title:

**Schedule 1.1(a)**

**Excluded Contracts**

1. The Settlement Agreement by and between [REDACTED] and Impact Products, dated August 20, 2019 (the “[REDACTED] Settlement Agreement”); *provided*, that the [REDACTED] Settlement Agreement shall only be deemed disclosed on this Schedule 1.1(a) to the extent that [REDACTED], or its successor in interest, objects to the assignment of the [REDACTED] Settlement Agreement to Purchaser.
2. The Settlement Agreement by and between [REDACTED] and Impact Products, dated January 1, 2012 (together with all other settlement agreements between such parties, the “[REDACTED] Settlement Agreements”); *provided*, that the [REDACTED] Settlement Agreements shall only be deemed disclosed on this Schedule 1.1(a) to the extent that [REDACTED], or its successor in interest, objects to the assignment of the [REDACTED] Settlement Agreements to Purchaser.

**Schedule 1.1(b)**

**Purchased Contracts**

1. The [REDACTED] Settlement Agreement; *provided*, that the [REDACTED] Settlement Agreement shall only be deemed disclosed on this Schedule 1.1(b) to the extent that [REDACTED], or its successor in interest, does not object to the assignment of the [REDACTED] Settlement Agreement to Purchaser.
  
2. The [REDACTED] Settlement Agreements; *provided*, that the [REDACTED] Settlement Agreements shall only be deemed disclosed on this Schedule 1.1(b) to the extent that [REDACTED], or its successor in interest, does not object to the assignment of the [REDACTED] Settlement Agreements to Purchaser.

**Schedule 2.1(v)**

**Purchased Assets**

None.

**Schedule 2.2(i)**

**Product Inventory in Excluded Assets**

1. Pro-Guard Bloodborne Pathogen Kits (Item No. 7351 and Item No. 7353)
2. Safety Zone Biohazard Response Kits (Item No. K-FAK-3060SZ)
3. Impact Ribbed Microfiber Dual-Textured Bar Towel (Item No. LFRT1000)
4. Impact Microfiber Weave Bar Towel (Item No. LFWT1000)
5. Antimicrobial Microfiber Mop Pad, 18" (Item No. T0030-00)
6. All component parts, labels and promotional materials for each of the products set forth on this Schedule 2.2(i).

**Schedule 2.2(1)**

**Excluded Assets**

None.



**Schedule 2.4(f)**

**Assumed Liabilities**

None.

**Schedule 2.5(s)**

**Excluded Liabilities**

None.

**Schedule 6.3**

**Conflicts; Required Filings and Consents**

None.

**Schedule 11.3****Allocation Methodology**

For purposes of reporting the purchase of the Purchased Assets contemplated by this Agreement for federal and state income tax purposes, the fair market value of the Purchased Assets will be determined using the “residual method” under Section 1060 of the Code, applied as follows with respect to the Purchase Price and other purchase price for income tax purposes attributable to the Purchased Assets:

<b>Class</b>	<b>Methodology for Determining Fair Market Value</b>
Class I assets	Determined on a dollar-for-dollar basis as of the Closing Date.
Class II assets	Determined on a dollar-for-dollar basis as of the Closing Date.
Class III assets	Determined on a dollar-for-dollar basis as of the Closing Date.
Class IV assets	Fair market value.
Class V assets	Fair market value.
Class VI assets	Fair market value.
Class VII assets	Remainder

As used in this Exhibit, the terms “Class I asset,” “Class II asset,” “Class III asset,” “Class IV asset,” “Class V asset,” “Class VI asset,” and “Class VII asset” have the meanings given to such terms in Treasury Regulations Section 1.338-6(b).

DISCLOSURE SCHEDULE  
TO  
ASSET PURCHASE AGREEMENT  
BY AND AMONG  
TZ SSE BUYER LLC,  
SUPPLY SOURCE ENTERPRISES, INC.  
IMPACT PRODUCTS LLC  
AND  
THE SAFETY ZONE, LLC

Dated May 21, 2024

## DISCLOSURE SCHEDULE

This Disclosure Schedule (this “Disclosure Schedule”) is being provided pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the “Agreement”), by and among TZ SSE Buyer LLC, a Delaware limited liability company (“Purchaser”), Supply Source Enterprises, Inc., a Georgia corporation (the “Company”), Impact Products LLC, a Delaware limited liability company (“Impact Products”), and The Safety Zone, LLC, a Connecticut limited liability company (“Safety Zone” and, together with the Company and Impact Products, each a “Seller” and together the “Sellers”).

All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Agreement.

The Disclosure Schedule has been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement; however any information set forth in or incorporated into any section of the Disclosure Schedule shall be deemed to be disclosed in any other section of the Disclosure Schedule to the extent that (a) it is reasonably apparent on the face of such disclosure that such information is relevant to such other section thereof or (b) such information is cross-referenced in such other section thereof. Any item of information, matter or document disclosed or referenced in, or attached to, the Disclosure Schedule shall not (a) be used as a basis for interpreting the terms “material”, “Material Adverse Effect” or other similar terms in this Agreement or to establish a standard of materiality, (b) be deemed or interpreted to expand the scope of Seller’s representations and warranties, obligations, covenants, conditions or agreements contained herein, (c) constitute, or be deemed to constitute, an admission of Liability or obligation regarding such matter, (d) represent a determination that the consummation of the transactions contemplated by this Agreement requires the consent of any third party, (e) constitute, or be deemed to constitute, an admission to any third party concerning such item or matter or (f) constitute, or be deemed to constitute, an admission or indication by Seller that such item meets any or all of the criteria set forth in this Agreement for inclusion in the Disclosure Schedule. Matters reflected in the Disclosure Schedule are not necessarily limited to matters required by this Agreement to be reflected in the Disclosure Schedule; such additional matters are set forth for informational purposes and do not necessarily include other matters of a similar nature.

Any descriptions of any Contract or other arrangement in the Disclosure Schedule are summaries only and are qualified in their entirety by the specific terms of any such Contract or other arrangement. The specification of any dollar amount in the representations or warranties contained in this Agreement or included in the Disclosure Schedule is not intended to imply that such amounts, or higher or lower amounts or other items, are or are not material, and no Party hereto shall use the fact of the setting of such amounts in any dispute or controversy as to whether any obligation, item or matter not described therein or included in the Disclosure Schedule is or is not material for purposes of this Agreement. No reference in the Disclosure Schedule to any Contract shall be construed as an admission or indication that such Contract is enforceable or currently in effect or that there are any obligations remaining to be performed or any rights that may be exercised under such Contract. No disclosure in the Disclosure Schedule relating to any possible breach or violation of any agreement or Legal Requirement shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

**Section 5.2(a)**

**No Conflict; Required Filings and Consents**

None.

**Section 5.3**

**Financial Statements**

(a)

See Annex 5.3(a) attached hereto.

Debtor has changed its policy for allowances for doubtful accounts receivable since the Balance Sheet date to reserve for all accounts receivable over 90 days past due at 50% and all overdue accounts receivable past due at 120 days and greater at 100%. Previously, the allowance for doubtful accounts was determined by specific identification based on knowledge of the financial condition of customers, review of historical receivables, known pending issues for credits, industry factors and other pertinent facts.



#### Section 5.4

##### Accounts Receivable and Payable

Debtor has changed its policy for allowances for doubtful accounts receivable since the Balance Sheet date to reserve for all accounts receivable over 90 days past due at 50% and all overdue accounts receivable past due at 120 days and greater at 100%. Previously, the allowance for doubtful accounts was determined by specific identification based on knowledge of the financial condition of customers, review of historical receivables, known pending issues for credits, industry factors and other pertinent facts.

**Section 5.5**

**Title to Purchased Assets**

(a)

- All assets lien 060-2020-004309, against the assets of SSE, in favor of Ares Capital Corporation filed in the State of Georgia.
- All assets lien 060-2020-004310, against the assets of SSE, in favor of ACF FINCO I LP filed in the State of Georgia.
- All assets lien 20204524957, against the assets of Impact Products, in favor of Ares Capital Corporation filed in the State of Delaware.
- All assets lien 20204525129 against the assets of Impact Products, in favor of ACF FINCO I LP filed in the State of Delaware.
- All assets lien 0003387205 against the assets of Safety Zone, in favor of ACF FINCO I LP filed in the State of Connecticut.
- All assets lien 0003387206 against the assets of Safety Zone, in favor of Ares Capital Corporation filed in the State of Connecticut.
- Equipment Lien 007-2021-018957, against certain equipment including but not limited to, copiers, printers, and fax machines of SSE, in favor of U.S. Bank Equipment Finance filed in the State of Georgia.
- Annex 5.18(b) is hereby incorporated by reference.

**Section 5.6**

**Absence of Certain Changes**

(b)

1. Retention Agreement dated May 14, 2024, by and between [REDACTED] and Supply Source Enterprises, Inc.
2. Retention Agreement dated April 19, 2024, by and between [REDACTED] and Supply Source Enterprises Inc.
3. Key Employee Incentive Plan and Retention Bonus Agreement dated May 8, 2024, by and between Supply Source Enterprises, Inc. and Bob Kibbe
4. Key Employee Incentive Plan and Retention Bonus Agreement dated May 8, 2024, by and between Supply Source Enterprises, Inc. and Tom Russo
5. Key Employee Incentive Plan and Retention Bonus Agreement dated May 8, 2024, by and between Supply Source Enterprises, Inc. and Christine Barringer
6. The KERP awards provided pursuant to the KERP Agreements to be entered into in connection with the Transaction, with the employees set forth in Annex 5.6(b), in the amount(s) set forth opposite such employees' respective names within such Annex 5.6(b).
7. Offer of Employment dated May 20, 2024 between [REDACTED] and Supply Source Enterprises, Inc.

(e)

[REDACTED] was terminated on May 17, 2024.

(h)

Debtor has changed its policy for allowances for doubtful accounts receivable since the Balance Sheet date to reserve for all accounts receivable over 90 days past due at 50% and all overdue accounts receivable past due at 120 days and greater at 100%. Previously, the allowance for doubtful accounts was determined by specific identification based on knowledge of the financial condition of customers, review of historical receivables, known pending issues for credits, industry factors and other pertinent facts.

Section 5.7

Compliance With Laws; Permits

(a)

1. [REDACTED]
2. The Company sells [REDACTED] to a customer [REDACTED]. The [REDACTED] are manufactured by [REDACTED]. The customer takes ownership of the [REDACTED] in China [REDACTED]. As part of a multi-company Detention Without Physical Examination, FDA denied entry of the finished [REDACTED] at the United States port of entry. The customer requested reimbursement for expenses they incurred to remove [REDACTED]. FDA took no action against the Company.

Notice	Issuing Authority	Status
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

(b)

Permit	Issuing Authority
Medical Device Establishment Permit (Safety Zone)	CDRH / FDA
FDA Registration (Impact Products)	FDA
FDA Registration (B&B Molded Products)	FDA
U.S Fish and Wildlife Service Permit (Impact Products)	Department of the Interior

(c)

The disclosures listed on Schedule 5.7(a) are hereby incorporated by reference.

Section 5.8

Litigation

<u>Notice</u>	<u>Issuing Authority</u>	<u>Status</u>
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

<u>Matter</u>
Impact Products vs Fresh Products
Supply Source vs Paul Haddad & Access Partners

## Section 5.10

Insurance

<u>Coverage</u>	<u>Carrier</u>	<u>Policy Number</u>	<u>Policy Period</u>
<b>General Liability</b>	The Continental Casualty Company	6081118041	06/30/2023 - 09/30/2024
<b>Auto</b>	Valley Forge Insurance Company	6081118055	06/30/2023 - 09/30/2024
<b>Workers Compensation (CA)</b>	National Fire Insurance of Hartford	6081118072	06/30/2023 - 09/30/2024
<b>Workers Compensation (AOS)</b>	American Casualty Company of Reading, PA	6081118069	06/30/2023 - 09/30/2024
<b>Primary Umbrella (\$15M)</b>	Continental Insurance Company	6081118086	06/30/2023 - 09/30/2024
<b>Excess Umbrella (\$10M xs \$15MM)</b>	Endurance American Insurance Company	EXC30001818803	06/30/2023 - 09/30/2024
<b>Earthquake</b>	Underwriters at Lloyd's, London, Kiln (KLN 510): 80%; Underwriters at Lloyd's, London, TMK (TMK 1880): 20%	EQP-002006	06/30/2023 - 09/30/2024
<b>Property</b>	The Continental Insurance Company	6081118041	06/30/2023 - 09/30/2024
<b>Stock Throughput - Cargo/Warehouse</b>	Continental Insurance Company	OC261061	06/30/2023 - 09/30/2024
<b>Foreign Package</b>	Continental Insurance Company	PST 73 485 5343	06/30/2023 - 09/30/2024
<b>Flood - 1200 Lathrop St</b>	Hartford Insurance Company of the Midwest	6500334029	7/16/2023 - 9/30/2024
<b>Flood - 3768 Park Central Blvd N</b>	Hartford Insurance Company of the Midwest	6500334033	7/16/2023 - 7/16/2024
<b>Management Liability</b>	Westchester Surplus Lines Insurance Company	G71815973004	06/30/2023 - 06/30/2024
<b>Excess D&amp;O - \$5M x \$5M</b>	Arch Insurance Company	PCX1000171-03	06/30/2023 - 06/30/2024
<b>Excess D&amp;O - \$5M x \$10M</b>	Twin City Fire Insurance Company	10MM035343123	06/30/2023 - 06/30/2024
<b>Cyber</b>	Beazley Group	W353C8230101	6/30/2023-6/30/2024
<b>Crime</b>	Great American Insurance Company	CAPPF052781 00 00	06/30/2023 - 09/30/2024
<b>Pollution</b>	Sirius International Insurance Corp.	PLLP*0001739-0	6/30/2020 - 6/30/2030
<b>6 Year Run-off D&amp;O/ EPL/ FID</b>	Westchester Fire Ins. Co.	G71815948 001	6/30/2020 - 6/30/2026
<b>D&amp;O Tail Policy</b>	Westchester Surplus Lines Insurance Company	G71815973004	6/30/2023 - 12/30/2030

<b>Excess D&amp;O Policy</b>	Arch Insurance Company		
<b>Excess D&amp;O Side A Policy</b>	Hartford Insurance Company of the Midwest		
<b>Excess D&amp;O Side A Policy</b>	National Union Fire Insurance Company of Pittsburgh, PA.	06-684-84-86	06/01/2024 – 06/01/2030

**Section 5.11**

**Product Inventory**

None.



## Section 5.12

Real Property; Personal Property

(b)

<b>Lease Name</b>	<b>Address</b>
<b>Property</b>	
Lease entered on September 11, 2018, between CPT Caballero Industrial II LLC and The Safety Zone, LLC, as amended by that certain First Amendment entered on October 5, 2023 (Buena Park)	6250 Caballero Boulevard, Buena Park, CA
Lease Agreement entered on October 1, 2015, between Malt Properties, LLC and Impact Products LLC (Purvis)	43 Mangum Lane and 36 Mangum Lane, Purvis, MS
Warehouse Agreement entered on March 6, 2023, between Palmer Distribution Services, Inc. T/A Palmer Logistics and Supply Source Enterprises Inc., as amended by that certain First Amendment to Warehousing Agreement entered on November 1, 2023. ((Savannah) (Palmer))	5212 Old Louisville Road, Pooler, GA
Warehouse Agreement entered on January 1, 2023, between Palmer Distribution Services, Inc. and The Safety Zone / Supply Source ((Houston) (Palmer))	1200 Lathrop Street, Houston, TX
Lease entered on May 23, 2022, between All Coast Logistics and Warehousing Inc., and Supply Source Enterprises, as amended by that certain First Amendment to Lease Contract entered on March 1, 2023 (Richmond)	1759 Sheridan Street, Richmond, IN
Lease Agreement entered in June of 2016, between Richmond Warehouse, LLC and The Safety Zone, LLC (Richmond)	3500 Industries Road, Richmond, IN
Lease Agreement entered in June of 2016, between S. Seidman Realty LLC and The Safety Zone, LLC (Clinton)	7 Heritage Park, Clinton, CT
Lease Agreement entered in June of 2016, between Seidman Guilford Realty LLC and The Safety Zone, LLC (Guilford)	385 Long Hill Road, Guilford, CT
Office Lease entered on November 11, 2021 between Unico One Nashville Place, LLC, Alco Nashville, LLC and Supply Source Enterprises, Inc. (Nashville)	150 4th Avenue North, Suite 1810, Nashville, TN
Lease Agreement entered on August 1, 2023, between 2840 Centennial Road LLC, 367 Arco Drive, LLC, and Impact Products LLC (Toledo)	2840 Centennial Road, Toledo, OH
Lease Agreement entered in June of 2016, between Seidman Essex Realty LLC, and The Safety Zone, LLC (Essex)	39 Industrial Park Road, Essex, CT
Lease Agreement entered in June of 2016, between Sandy Seidman Warehouse LLC, and The Safety Zone, LLC (New London)	56 Lewis Street, New London, CT
<b>Offsite Storage</b>	
Standard Contract Terms and Conditions for Merchandise Warehouses entered on January 1, 2024 between Toledo Warehousing Solutions LLC and Impact Products LLC (Toledo)	4100 Bennett Road, Gate 18, Toledo, OH 43612
Warehouse Lease/Service Agreement entered on September 1, 2022, between 1 Polymer Source Inc. and Supply Source Enterprises	1380 Rose City Boulevard, Richmond, IN, 47374

Lease agreement with Envirotech for offside storage facility in Richmond, IN	R2J2-JM, 4810 Woodside Drive, Richmond, IN 47374
Master Warehouse Service Agreement entered on February 7, 2023, between Harris Distributing Company and Supply Source.	1210 Durr Street and 1330 Arlington Road Cincinnati, OH 45225
<b><u>Co-Working Spaces</u></b>	
ESPACES Operations Inc. Membership Agreement, entered on September 1, 2023 between ESPACES Operations Inc. and Supply Source Nations (Nashville E-Spaces)	4900 Centennial Blvd, STE 300, PMB15, Nashville, TN 37209

(c)

The disclosures listed on Schedule 5.5(a) are hereby incorporated by reference.

**Section 5.14**

**Tax Matters**

(a)

<u>Matter</u>
Civil Penalty Payment notice for 2019 from the Internal Revenue Service
Notice on failure to file Corporate Excise returns in 2017 and 2018 from Massachusetts Department of Revenue

(f)

- The Sellers requested extensions for their 2023 state and federal tax returns.

(g)

- State Tax Lien G4801LN020119621000 in favor of the State of Ohio Department of Taxation, for the amount of \$149.85 against SSE.
- State Tax Lien 202212200053715 in favor of the Ohio Department of Job and Family Services, for the amount of \$119.14 against Impact Products.

## Section 5.15(a)

Material Contracts

(i)

<b>Lease Name</b>	<b>Address</b>
<b>Property</b>	
Lease entered on September 11, 2018, between CPT Caballero Industrial II LLC and The Safety Zone, LLC, as amended by that certain First Amendment entered on October 5, 2023 (Buena Park)	6250 Caballero Boulevard, Buena Park, CA
Lease Agreement entered on October 1, 2015, between Malt Properties, LLC and Impact Products LLC (Purvis)	43 Mangum Lane and 36 Mangum Lane, Purvis, MS
Warehouse Agreement entered on March 6, 2023, between Palmer Distribution Services, Inc. T/A Palmer Logistics and Supply Source Enterprises Inc., as amended by that certain First Amendment to Warehousing Agreement entered on November 1, 2023. ((Savannah) (Palmer))	5212 Old Louisville Road, Pooler, GA
Warehouse Agreement entered on January 1, 2023, between Palmer Distribution Services, Inc. and The Safety Zone / Supply Source ((Houston) (Palmer))	1200 Lathrop Street, Houston, TX
Lease entered on May 23, 2022, between All Coast Logistics and Warehousing Inc., and Supply Source Enterprises, as amended by that certain First Amendment to Lease Contract entered on March 1, 2023 (Richmond)	1759 Sheridan Street, Richmond, IN
Lease Agreement entered in June of 2016, between Richmond Warehouse, LLC and The Safety Zone, LLC (Richmond)	3500 Industries Road, Richmond, IN
Lease Agreement entered in June of 2016, between S. Seidman Realty LLC and The Safety Zone, LLC (Clinton)	7 Heritage Park, Clinton, CT
Lease Agreement entered in June of 2016, between Seidman Guilford Realty LLC and The Safety Zone, LLC (Guilford)	385 Long Hill Road, Guilford, CT
Office Lease entered on November 11, 2021 between Unico One Nashville Place, LLC, Alco Nashville, LLC and Supply Source Enterprises, Inc. (Nashville)	150 4th Avenue North, Suite 1810, Nashville, TN
Lease Agreement entered on August 1, 2023, between 2840 Centennial Road LLC, 367 Arco Drive, LLC, and Impact Products LLC (Toledo)	2840 Centennial Road, Toledo, OH
Lease Agreement entered in June of 2016, between Seidman Essex Realty LLC, and The Safety Zone, LLC (Essex)	39 Industrial Park Road, Essex, CT
Lease Agreement entered in June of 2016, between Sandy Seidman Warehouse LLC, and The Safety Zone, LLC (New London)	56 Lewis Street, New London, CT
<b>Offsite Storage</b>	
Standard Contract Terms and Conditions for Merchandise Warehouses entered on January 1, 2024, between Toledo Warehousing Solutions LLC and Impact Products LLC (Toledo)	4100 Bennett Road, Gate 18, Toledo, OH 43612
Warehouse Lease/Service Agreement entered on September 1, 2022, between 1 Polymer Source Inc. and Supply Source Enterprises	1380 Rose City Boulevard, Richmond, IN, 47374

Lease agreement with Envirotech for offside storage facility in Richmond, IN	R2J2-JM, 4810 Woodside Drive, Richmond, IN 47374
Master Warehouse Service Agreement entered on February 7, 2023, between Harris Distributing Company and Supply Source.	1210 Durr Street and 1330 Arlington Road Cincinnati, OH 45225
<b>Co-Working Spaces</b>	
ESPACES Operations Inc. Membership Agreement, entered on September 1, 2023 between ESPACES Operations Inc. and Supply Source Nations (Nashville E-Spaces)	4900 Centennial Blvd, STE 300, PMB15, Nashville, TN 37209

<b>Lease Name</b>
<b>Personal Property</b>
Lease agreement entered on April 1, 2021, between Penske Truck Leasing CO., L.P. and The Safety Zone, LLC (Including scheduled A and associated amendments)
Rental agreement entered on March 15, 2024, between Andersen Material Handling and Supply Source Enterprises, Inc. (Rental Agreement 557068)
Rental agreement entered on November 15, 2023, between Andersen Material Handling and Supply Source Enterprises, Inc. (Rental Agreement 695956)
Rental agreement entered on March 28, 2023, between Andersen Material Handling and Supply Source Enterprises, Inc. (Rental Agreement 686531)
Rental agreement between Andersen Material Handling and Impact Products LLC (Rental Agreement 687591)
Rental agreement entered on June 30, 2023, between Andersen Material Handling and Supply Source Enterprises, Inc. (Rental Agreement 689220)
Rental agreement entered on June 30, 2023, between Andersen Material Handling and Supply Source Enterprises, Inc (Rental Agreement 689605)
Rental agreement entered on May 1, 2023, between Andersen Material Handling and Supply Source Enterprises, Inc (Rental Agreement 687599)
Rental agreement entered on February 22, 2023, between Andersen Material Handling and Impact Products LLC (Rental Agreement 684346)
Rental agreement entered on February 5, 2023, between Andersen Material Handling and Impact Products LLC (Rental Agreement 683867)
Rental agreement entered on January 25, 2023, between Andersen Material Handling and Impact Products LLC (Rental Agreement 683173)
Rental agreement entered on December 21, 2022, between Andersen Material Handling and Impact Products LLC (Rental Agreement 682319)
Rental agreement entered on December 21, 2022, between Andersen Material Handling and Impact Products LLC (Rental Agreement 682318)
Rental agreement entered on September 11, 2021, between Andersen Material Handling and Supply Source Enterprises, Inc. (Rental Agreement 664070)
Rental agreement entered on February 19, 2021, between Andersen Material Handling and Impact Products LLC (Rental Agreement 654631)

Rental agreement entered on November 6, 2020, between Andersen Material Handling and Impact Products LLC (Rental Agreement 650991)
Itemized Charge Detail and Equipment Schedule entered on January 26, 2024, between Canon Financial Services, Inc. and Supply Source Enterprises, Inc.

(ii)

None.

(iii)

**IT Contracts:**

<u>Application</u>	<u>Contract</u>
ADP	Master Services Agreement between ADP and Supply Source Enterprises, Inc.
Agility	Software License and Support Agreement between Pindar North America, Inc. DBA Agility Multichannel and Supply Source Enterprises, Inc.
APLUS (Infor)	Original Software License and Support Agreements between Infor (US), Inc. and Impact Products, LLC, subsequently assigned to Supply Source Enterprises, Inc.
Cloud OpenText	License agreement between Open Text Inc. and The Safety Zone, LLC
BizManager OpenText	Services Schedule by and between Open Text Inc. and Impact Products, LLC
Dell Boomi	Yearly Subscription Renewal Order form between Boomi, LP and Supply Source Enterprises, Inc.
F9 (Infor)	Annual Subscription based on licensing order form between Infor (US) LLC, and Impact Products, LLC
FuturMaster	Master Services Agreement between FuturMaster Ltd. And Supply Source Enterprises, Inc.
FuturMaster	SAAS FM Cloud Services Agreement between FuturMaster and Supply Source Enterprises, Inc.
Interlink	Application Software License (including professional services and system support addendums) and Escrow Agreement between Interlink Technologies and Supply Source Enterprises, Inc.
Microsoft O365	Master Service Agreement between Pegasus Technology Solutions and Supply Source Enterprises, Inc. (Standard Microsoft subscriptions through Pegasus agreement)
Inovis OpenText	VAN Services Schedule between Open Text Inc. and Impact Products, LLC
Pegasus	Master Service Agreement between Pegasus Technology Solutions and Supply Source Enterprises, Inc.
Power BI	Master Service Agreement between Pegasus Technology Solutions and Supply Source Enterprises, Inc. (Standard Microsoft subscriptions through Pegasus agreement)
Salesforce	Yearly Subscription Order form between Salesforce.com, Inc. and Supply Source Enterprises, Inc.
SAP Concur	Order form between Concur Technologies, Inc. and Supply Source Enterprises, Inc.
Snowflake	Standard SAAS Capacity Order form between Snowflake Technical Services and Supply Source Enterprises, Inc.
Trusted Link OpenText	VAN Services Schedule between Open Text Inc. and Supply Source Enterprises Inc.
UnForm (Infor)	Original Software License and Support Agreements between Infor (US), Inc. and Impact Products, LLC, subsequently assigned to Supply Source Enterprises, Inc.

Conexiom	Subscription Agreement between Ecmartec inc. and Supply Source Enterprises, Inc.
Spectrotel	Service agreement and Addendum number 1 to the Spectrotel Holding Company LLC Master Services Agreement between Spectrotel and Supply Source Enterprises, Inc.
Tierpoint	Master Services Agreement between Tierpoint, LLC and Supply Source Enterprises, Inc.

### Freight Contracts

<u>Vendor</u>	<u>Contract</u>
Laufer Group	Fixed Rate Agreement and Customs Power of Attorney between Safety Zone, LLC, and Laufer Group International Ltd.
Virtual Transportation Management - VTM	Master Services Agreement between Virtual Transportation Management and Supply Source Enterprises, Inc.
Steam Logistics	Transportation Brokerage Agreement by and between Steam Logistics, LLC and Supply Source Enterprises, Inc.
FedEx	Managed through an Enterprise agreement between CoreTrust Purchasing Group LLC and Supply Source Enterprises, Inc.
UPS	Carrier agreement between United Parcel Service Inc., and Supply Source Enterprises, Inc.
Kuehne + Nagel	Letter of Authorization between Kuehne + Nagel and Supply Source to negotiate and manage freight rates

### External Sales Representatives

<u>Third Party</u>	<u>Contract</u>
Avision	Manufacturer's Representative Agreement between I&I Sales Group, LLC, DBA, Avision and Supply Source Enterprises, Inc.
Gabriel Group	Manufacturer's Representative Agreement between Gabriel Group, Inc. and Impact Products, LLC
Goetz Inc.	Sales Representative Agreement between Goetz, Inc. and Impact Products, LLC
WR Marketing	Manufacturer's Representative Agreement between WR Marketing and Impact Products, LLC
JP Marketing	Sales Representation Contract between JP Marketing & Consulting and The Safety Zone, LLC

L&Q Marketing	Manufacturer's Representative Agreement between L&Q Marketing and Impact Products, LLC and Safety Zone, LLC
3E Group	Manufacturer's Representative Agreement between 3E Group and Impact Products, LLC and Safety Zone, LLC
Sparks Global Marketing	Manufacturer's Representative Agreement between Sparks Global Marketing and Impact Products, LLC

(iv)

None.

(v)

None.

(vi)

None.

(vii)

#### Contract

Agreement for the Provision of Interim Management between Supply Source Enterprises and Triple P RTS LLC, dated May 14, 2024 (the "**Portage Agreement**")

- That certain Credit Agreement dated June 30, 2020, by and among, *inter alios*, SSE Intermediate, Inc., a Delaware corporation, SSE Buyer, Inc., a Delaware corporation, SSE, Impact Products, Safety Zone, the several banks and other financial institutions or entities from time to time party thereto, and ACF FINCO I LP, as administrative agent and collateral agent, as (i) amended by that certain Amendment No. 1 to ABL Credit Agreement ("**ABL Amendment No. 1**"), dated as of November 13, 2020, (ii) amended by that certain Amendment No. 2 to ABL Credit Agreement ("**ABL Amendment No. 2**"), dated as of January 5, 2021, (iii) amended by that certain Amendment No. 3 to ABL Credit Agreement ("**ABL Amendment No. 3**"), dated as of January 15, 2021, (iv) amended by that certain Amendment No. 4 to ABL Credit Agreement ("**ABL Amendment No. 4**"), dated as of February 3, 2021, (v) amended by that certain Amendment No. 5 to ABL Credit Agreement ("**ABL Amendment No. 5**"), dated as of April 2, 2021, and (vi) amended by that certain Limited Waiver and Amendment No. 6 to ABL Credit Agreement ("**ABL Amendment No. 6**"), dated as of December 5, 2022, (the "**ABL Credit Agreement**").
- That certain Credit Agreement dated June 30, 2020, by and among SSE Intermediate, Inc., a Delaware corporation, SSE Buyer, Inc., a Delaware corporation, and the several banks and other financial institutions or entities from time to time party thereto, and Ares Capital Corporation, as administrative agent and collateral agent, as amended by that certain Limited Waiver and Amendment No. 1 to Credit Agreement (Term Loan), dated as of December 5, 2022.



(viii)

Contract
<b><u>KEIP Agreements:</u></b>
Key Employee Incentive Plan and Retention Bonus Agreement dated May 8, 2024, by and between Supply Source Enterprises, Inc. and Bob Kibbe
Key Employee Incentive Plan and Retention Bonus Agreement dated May 8, 2024, by and between Supply Source Enterprises, Inc. and Tom Russo
Key Employee Incentive Plan and Retention Bonus Agreement dated May 8, 2024, by and between Supply Source Enterprises, Inc. and Christine Barringer
<b><u>Retention Agreements:</u></b>
Retention Agreement dated 4/19/24 by and between [REDACTED] and Supply Source Enterprises Inc.
Retention Agreement dated 05/14/24, by and between [REDACTED] and Supply Source Enterprises, Inc.
Offer of Employment dated May 20, 2024 between [REDACTED] and Supply Source Enterprises, Inc.
<b><u>Employees with Severance:</u></b>
Offer of Employment dated 05/01/23 between Bob Kibbe and Supply Source Enterprises, Inc
Offer of Employment dated 05/18/23 between Tom Russo and Supply Source Enterprises, Inc
Offer of Employment dated 11/17/20 between [REDACTED] and Supply Source Enterprises, Inc.
Offer of Employment dated 02/15/23 between Christine Marie Barringer and Supply Source Enterprises Inc.
Offer of Employment dated 06/06/22 between [REDACTED] and Supply Source Enterprises Inc.
Offer of Employment dated May 20, 2024 between [REDACTED] and Supply Source Enterprises, Inc.

(ix)

None.

(x)

Contract
Services Agreement between Shanghai Soro Industrial Supply Co. Ltd., and The Safety Zone, LLC
Services Agreement between Safety Zone Resources SDN. BHD and The Safety Zone, LLC

(xi)

None.

(xii)

None.

(xiii)

<u>Contract</u>	<u>Effective date</u>
Agreements under the Sellers' Standard Terms and Conditions by and between:	
• [REDACTED] and Supply Source Enterprises Inc.	
• [REDACTED] and Supply Source Enterprises Inc.	
• [REDACTED] and Supply Source Enterprises Inc.	
• [REDACTED] and Supply Source Enterprises Inc.	
• [REDACTED] and Supply Source Enterprises Inc.	
• [REDACTED] and Supply Source Enterprises Inc.	
• [REDACTED] and Supply Source Enterprises Inc.	
• [REDACTED] and Supply Source Enterprises Inc.	
• [REDACTED] and Supply Source Enterprises Inc.	
• [REDACTED] and Supply Source Enterprises Inc.	
• [REDACTED] and Supply Source Enterprises Inc.	
[REDACTED] and Supply Source Enterprises	1/1/2024 – 12/31/2024
[REDACTED] and its affiliates and Impact Products, LLC	1/1/2024 – 12/31/2024
[REDACTED] Volume rebate agreement and advertising agreement with Impact Products, LLC	12/30/2019 – until mutually terminated
[REDACTED] Supplier Buying agreement with The Safety Zone LLC	Dated 02/15/24
[REDACTED] and Supply Source (Safety Zone LLC)	1/1/2024 – 12/31/2024
[REDACTED] Master Purchase Agreement with Supply Source	1/1/2024 – 12/31/2024
[REDACTED] agreement with Safety Zone	02/02/2020
[REDACTED] Supplier Sponsorship agreement with Supply Source	05/01/2024-01/31/2025
[REDACTED] and Supply Source Enterprises, Inc.	1/12024 – 06/30/2024

(xiv)

<u>Contract</u>
Settlement agreement dated August 20, 2019, between [REDACTED] and Impact Products, LLC
Settlement agreement dated January 01, 2012, between [REDACTED] and Impact Products, LLC

(xv)

<u>Third Party</u>	<u>Contract</u>
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Avision	Manufacturer’s Representative Agreement between I&I Sales Group, LLC, DBA, Avision and Supply Source Enterprises, Inc.
Gabriel Group	Manufacturer’s Representative Agreement between Gabriel Group, Inc. and Impact Products, LLC
Goetz Inc.	Sales Representative Agreement between Goetz, Inc. and Impact Products, LLC
WR Marketing	Manufacturer’s Representative Agreement between WR Marketing and Impact Products, LLC
JP Marketing	Sales Representation Contract between JP Marketing & Consulting and The Safety Zone, LLC
L&Q Marketing	Manufacturer’s Representative Agreement between L&Q Marketing and Impact Products, LLC and Safety Zone, LLC
3E Group	Manufacturer’s Representative Agreement between 3E Group and Impact Products, LLC and Safety Zone, LLC
Sparks Global Marketing	Manufacturer’s Representative Agreement between Sparks Global Marketing and Impact Products, LLC

(xvi)

None.

(xvii)

<u>Contract</u>	<u>Effective Date</u>
Supplier Buying Agreement, by and between [REDACTED] and the Company	Dated 02/15/24
Vendor Program Agreement between [REDACTED] and its affiliates and Impact Products, LLC	1/1/2024 – 12/31/2024
Preferred Supplier Incentive Program Agreement between [REDACTED] and Supply Source Enterprises, as governed by those certain terms and conditions located at [REDACTED]	1/1/2024 – 12/31/2024

(xviii)

<u>Application</u>	<u>Contract</u>
ADP	Master Services Agreement between ADP and Supply Source Enterprises, Inc.
Agility	Software License and Support Agreement between Pindar North America, Inc. DBA Agility Multichannel and Supply Source Enterprises, Inc.
APLUS (Infor)	Original Software License and Support Agreements between Infor (US), Inc. and Impact Products, LLC, subsequently assigned to Supply Source Enterprises, Inc.

Cloud OpenText	License agreement between Open Text Inc. and The Safety Zone, LLC
BizManager OpenText	Services Schedule by and between Open Text Inc. and Impact Products, LLC
Dell Boomi	Yearly Subscription Renewal Order form between Boomi, LP and Supply Source Enterprises, Inc.
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FuturMaster	SAAS FM Cloud Services Agreement between FuturMaster and Supply Source Enterprises, Inc.
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Power BI	Master Service Agreement between Pegasus Technology Solutions and Supply Source Enterprises, Inc. (Standard Microsoft subscriptions through Pegasus agreement)
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SAP Concur	Order form between Concur Technologies, Inc. and Supply Source Enterprises, Inc.
Snowflake	Standard SAAS Capacity Order form between Snowflake Technical Services and Supply Source Enterprises, Inc.
Trusted Link OpenText	VAN Services Schedule between Open Text Inc. and Supply Source Enterprises Inc.
UnForm (Infor)	Original Software License and Support Agreements between Infor (US), Inc. and Impact Products, LLC, subsequently assigned to Supply Source Enterprises, Inc.
Conexiom	Subscription Agreement between Ecmartnet inc. and Supply Source Enterprises, Inc.
Spectrotel	Service agreement and Addendum number 1 to the Spectrotel Holding Company LLC Master Services Agreement between Spectrotel and Supply Source Enterprises, Inc.
Tierpoint	Master Services Agreement between Tierpoint, LLC and Supply Source Enterprises, Inc.

None.

(xix)

<b>Contract</b>	
Royalty agreement by and between	██ and Impact Products, LLC
Manufacturing agreement by and between	██ and Impact Products, LLC

(xx)

None.

(xxi)

The Portage Agreement.

(xxii)

None.

(xxiii)

None.

**Section 5.15(c)**

**Material Contracts**

Due to the Sellers' financial situation, the Sellers have significant payment delays to vendors and other counterparties, including its Material Contracts.

**Section 5.16**

**Labor Matters**

- (a) See employee census below.
- (h)
  - The Company is actively pursuing claims for breach of restrictive covenants, including non-competition and non-solicitation obligations, against a former employee, Paul Haddad (“*Haddad*”). On February 13, 2024, the Company filed a complaint in the Delaware District Court against Haddad and his new employer, Access Partners, Inc., (“*Access*”), alleging that Haddad breached restrictive covenants in Haddad’s Incentive Securities Agreement, and violated his fiduciary duties of loyalty to the Company, by entering into employment with Allied and by asking or encouraging customers of the Company to terminate their business relationships with the Company.

Name	Date of Hire	Salary	Status	FLSA	Job Type	Location	Status	PTO Awarded (hours)	Visa Status	Management Incentive Target % of Base
Carol Adams			F - Full Time				A - Active			
Isaac Aguilar			F - Full Time				A - Active			
Sampson Tyler Allen			F - Full Time				A - Active			
Randal Allison			F - Full Time				A - Active			
Karen Alvarado			F - Full Time				A - Active			
Trevor Richard Andrews			F - Full Time				A - Active			
Roger T Arbogast			F - Full Time				A - Active			
Jazmin Aresco			F - Full Time				A - Active			
Erik Argueta			F - Full Time				A - Active			
Shaun Bach			F - Full Time				A - Active			
Steven Barbeau			F - Full Time				A - Active			
Joshua Barker			F - Full Time				A - Active			
Patrick Charles Barnes			F - Full Time				A - Active			
Rebecca Marie Barreto			F - Full Time				A - Active			
Christine Marie Barringer			F - Full Time				A - Active			
Nicholas Steven Bessette			F - Full Time				A - Active			
Barbara Bienick			F - Full Time				A - Active			
Eldwrin Bittle			F - Full Time				A - Active			
Courtney Lynn Blue			F - Full Time				A - Active			
Donna Lee Boccuzzi			F - Full Time				A - Active			
Christopher Boomershine			F - Full Time				A - Active			
Frances Breazeale			F - Full Time				A - Active			
William Brice			F - Full Time				A - Active			
James Brown			F - Full Time				A - Active			
Daniel Brown			F - Full Time				A - Active			
Darren Michael Brown			F - Full Time				A - Active			
Thomas Brown			F - Full Time				A - Active			
Gerald Mark Buckner			F - Full Time				A - Active			
Andrea Nicole Burk			F - Full Time				A - Active			
Deborah Burns			F - Full Time				A - Active			
Charles Cadwell			F - Full Time				A - Active			
McKenna Marie Campbell			F - Full Time				A - Active			
Joseph Carlo			F - Full Time				A - Active			
Rebecca Carr			F - Full Time				A - Active			
Drake Carrell			F - Full Time				A - Active			
Giovanni Cruz Casas			F - Full Time				A - Active			
Darren Miguel Castillo			F - Full Time				A - Active			
Grace Operana Catalasan			F - Full Time				A - Active			
Joshua Cavagnaro			F - Full Time				A - Active			
George Chambrelli			F - Full Time				A - Active			
Sergio Antonio Chub			F - Full Time				A - Active			
Dylan Clark			F - Full Time				A - Active			
Ronald Gene Clark III			F - Full Time				A - Active			
Clifford Collins			F - Full Time				A - Active			
Seth Conley			F - Full Time				A - Active			
Britny Cooper			F - Full Time				A - Active			





Theresa Marie Costello	F - Full Time	A - Active
Anna Cox	F - Full Time	A - Active
Angela J Cox	F - Full Time	A - Active
Christian Cramer	F - Full Time	A - Active
Maranda Crawley	F - Full Time	A - Active
Kathryn Mary Crim	F - Full Time	A - Active
Samuel Dillon Crull	F - Full Time	A - Active
Mario Cruz	F - Full Time	A - Active
Ryan Cull-Glomb	F - Full Time	A - Active
Robert Culp	F - Full Time	A - Active
Erica Cutcher	F - Full Time	A - Active
John H. Daschner	F - Full Time	A - Active
Anastasia Davis	F - Full Time	A - Active
Abby Lou-Ellen Marie Day	F - Full Time	A - Active
Alexander Joseph DeBiase	F - Full Time	A - Active
George DeCoster	F - Full Time	A - Active
Kevin Dean	F - Full Time	A - Active
Dawn Dellecave	F - Full Time	A - Active
Joshua Powell Detharidge	F - Full Time	A - Active
Kevin Alexander Diaz Guevara	F - Full Time	A - Active
Samantha Lynne Dillard	F - Full Time	A - Active
Paul Attilio Dona	F - Full Time	A - Active
Clairissa Drane	F - Full Time	A - Active
John Thomas Dryden	F - Full Time	A - Active
Denise Ebersole	F - Full Time	A - Active
Kristen N Elkins	F - Full Time	A - Active
Joshua Lee Elliott	F - Full Time	A - Active
Marquel Epps	F - Full Time	A - Active
Justin Ermler	F - Full Time	A - Active
LaToiya Evans	F - Full Time	A - Active
Melissa Facin	F - Full Time	A - Active
Jessica Flores	F - Full Time	A - Active
Regina Foley	F - Full Time	A - Active
Katherine T Frost	F - Full Time	A - Active
Donna Fuller	F - Full Time	A - Active
Erica Elena Gaar	F - Full Time	A - Active
Jeffrey Gamerdinger	F - Full Time	A - Active
Trena S Gardner	F - Full Time	A - Active
Ethan Skyler Garrison	F - Full Time	A - Active
Jonathon Luna Gastelum	F - Full Time	A - Active
Darlyn Esmeral Gastelum Arellano	F - Full Time	A - Active
Gary Lee Gaston	F - Full Time	A - Active
Audrey Gawrych	F - Full Time	A - Active
Steven Golden	F - Full Time	A - Active
Olga M Gomez	F - Full Time	A - Active
Chassiry Gonzalez	F - Full Time	A - Active
Cierra Goodwin	F - Full Time	A - Active
Zachary Graffice	F - Full Time	A - Active

Lori Ann Grant	F - Full Time	A - Active
Nathan Gray	F - Full Time	A - Active
Robert Greene	F - Full Time	A - Active
Travisian Shane Gregory	F - Full Time	A - Active
Terica T Grier	F - Full Time	A - Active
James Grier	F - Full Time	A - Active
Scott Grosteffon	F - Full Time	A - Active
Dominic R Guess	F - Full Time	A - Active
Karen Guthrie	F - Full Time	A - Active
Heather Hallam	F - Full Time	A - Active
Lawrence Hallett	F - Full Time	A - Active
Donna Hamilton	F - Full Time	A - Active
Eileen Teresa Hanratty	F - Full Time	A - Active
Andrew Ryan Harrison	F - Full Time	A - Active
Kimberly Ann Hart	F - Full Time	A - Active
Shawne Maurice Hayes	F - Full Time	A - Active
Jill Heindl	F - Full Time	A - Active
Carolyn Helminiak	F - Full Time	A - Active
Eric Helsel	F - Full Time	A - Active
Walter Michael Hendrix Jr	F - Full Time	A - Active
Anthony Henry	F - Full Time	A - Active
Gilbert Hernandez	F - Full Time	A - Active
Abigail Christine Hickey	F - Full Time	A - Active
Lisa A. Horvath	F - Full Time	A - Active
Lance Hosmer	F - Full Time	A - Active
Dodji Yaovi Hountondji	F - Full Time	A - Active
Julie A Hurst	F - Full Time	A - Active
Kristin Hyder	F - Full Time	A - Active
Rodney Jacobs	F - Full Time	A - Active
Paul John	F - Full Time	A - Active
Howard Johnson	F - Full Time	A - Active
Melonna Johnson	F - Full Time	A - Active
Anthony Brian Johnson	F - Full Time	A - Active
Richard Jones	F - Full Time	A - Active
Casey Wayne Jones	F - Full Time	A - Active
Patrick Michael Kaplan	F - Full Time	A - Active
Denise Jaylen Kedroske	F - Full Time	A - Active
Karen Marie Keeney	F - Full Time	A - Active
Lane Clair Kellar	F - Full Time	A - Active
Jill Ann Kelley	F - Full Time	A - Active
Shemiqua A Kelly	F - Full Time	A - Active
Kim Suzanne Kenworthy	F - Full Time	A - Active
Robert Lawrence Kibbe	F - Full Time	A - Active
Ashley Kimmell	F - Full Time	A - Active
Arurianna N King	F - Full Time	A - Active
Linda Kirk	F - Full Time	A - Active
Jeffrey Knapp	F - Full Time	A - Active
Dennis Knapp	F - Full Time	A - Active

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Trent Michael Kuprewicz	F - Full Time	A - Active
Joseph Thomas Kwiatkowski	F - Full Time	A - Active
Denise Lawson	F - Full Time	A - Active
Derek Lewis	F - Full Time	A - Active
Adrian R Lopez	F - Full Time	A - Active
Martha Lorena Lopez	F - Full Time	A - Active
Johnathan Lopez Renteria	F - Full Time	A - Active
Hugo Alberto Luna	F - Full Time	A - Active
Christopher Luna Gastelum	F - Full Time	A - Active
Bryan Luna Gastelum	F - Full Time	A - Active
Joseph Magnuson	F - Full Time	A - Active
Wendie Marie Manion	F - Full Time	A - Active
Elicia Ann Marcum	F - Full Time	A - Active
Jose Marquez	F - Full Time	A - Active
Courtney McAllister	F - Full Time	A - Active
Maiata Soien Mensior	F - Full Time	A - Active
Jason Merry	F - Full Time	A - Active
Veronica Miller	F - Full Time	A - Active
Andrew Michael Miller	F - Full Time	A - Active
Mark Montgomery	F - Full Time	A - Active
Michael Earnest Moore	F - Full Time	A - Active
Billy Joe Morris	F - Full Time	A - Active
Lowell Morrison	F - Full Time	A - Active
Brian Munton	F - Full Time	A - Active
Justin Murphy	F - Full Time	A - Active
Chip Murphy	F - Full Time	A - Active
William Myers	F - Full Time	A - Active
William Allen Neal	F - Full Time	A - Active
James Burdick Nelson	F - Full Time	A - Active
Samantha Newman	F - Full Time	A - Active
Tyler Noelker	F - Full Time	A - Active
Paola Orozco Vasquez	F - Full Time	A - Active
Todd Palma	F - Full Time	A - Active
Christopher Panicali	F - Full Time	A - Active
Teresa Lynn Partin	F - Full Time	A - Active
Vickie L Patterson	F - Full Time	A - Active
Mario Payan	F - Full Time	A - Active
John Peggs	F - Full Time	A - Active
Michquel Lester Pervis	F - Full Time	A - Active
Brandon Lee Pickering	F - Full Time	A - Active
Clayton R Pierce	F - Full Time	A - Active
Raymond Christopher Pinnick	F - Full Time	A - Active
Steven Douglas Powell	F - Full Time	A - Active
Justin Everette Price	F - Full Time	A - Active
Valerie Pruss	F - Full Time	A - Active
Pamela Quarles	F - Full Time	A - Active
Timothy Scott Rader	F - Full Time	A - Active
Alexander Parkins Raine	F - Full Time	A - Active

[Redacted text block]

Beatriz Ramos	F - Full Time	A - Active
Rafael Ramos	F - Full Time	A - Active
David Rapuano	F - Full Time	A - Active
Deonte Redmon	F - Full Time	A - Active
Geoffrey Colin Reid	F - Full Time	A - Active
Wilfred John Remington	F - Full Time	A - Active
Lindsay C. Rice	F - Full Time	A - Active
Marcheta Jo Richardson	F - Full Time	A - Active
Barbara Riehle	F - Full Time	A - Active
Adrian Rios	F - Full Time	A - Active
Pablo Jose Rivera	F - Full Time	A - Active
Miguel Rivera	F - Full Time	A - Active
Dylan Robinson	F - Full Time	A - Active
Troy Roachat	F - Full Time	A - Active
Mark S Rodio	F - Full Time	A - Active
Julie Rogge	F - Full Time	A - Active
Matthew Albert Romito	F - Full Time	A - Active
Jasmin L Rosado	F - Full Time	A - Active
Diane Zuniga Rosas	F - Full Time	A - Active
Mychael Alan Ross	F - Full Time	A - Active
Tyler Raymond Ross	F - Full Time	A - Active
Thomas Patrick Russo	F - Full Time	A - Active
Crystal Salazar	F - Full Time	A - Active
James Bernard Salter	F - Full Time	A - Active
Tracey Frederick Sampson	F - Full Time	A - Active
Marisela Santos	F - Full Time	A - Active
Jazlyn Santos	F - Full Time	A - Active
Mara Irlanda Sauser	F - Full Time	A - Active
Cindy Schieb	F - Full Time	A - Active
Amy Seretsky	F - Full Time	A - Active
Yesenia Serna	F - Full Time	A - Active
Diane Shepard	F - Full Time	A - Active
Nicholas Shinn	F - Full Time	A - Active
Robert William Siegler	F - Full Time	A - Active
Melinda Siler	F - Full Time	A - Active
Shane Sindle	F - Full Time	A - Active
Keith Justice Sink	F - Full Time	A - Active
Chris Sintobin	F - Full Time	A - Active
Romell Skinner	F - Full Time	A - Active
Matthew Smith	F - Full Time	A - Active
Dawn Smith	F - Full Time	A - Active
Ron Smith	F - Full Time	A - Active
Timothy Smith	F - Full Time	A - Active
Chase Smith	F - Full Time	A - Active
Brady Alexander Snyder	F - Full Time	A - Active
Pamela J Sokolosky	F - Full Time	A - Active
Daniel Spalding	F - Full Time	A - Active
Lisa Marie Spillers	F - Full Time	A - Active

Christina Marie Starr	F - Full Time	A - Active
Lisa Steel	F - Full Time	A - Active
Angela Kay Steffen	F - Full Time	A - Active
Gregg Stigleman	F - Full Time	A - Active
Brandi James Stinson	F - Full Time	A - Active
Erik Mikkel Storesund	F - Full Time	A - Active
William J Streeto	F - Full Time	A - Active
Christopher Lee Styer	F - Full Time	A - Active
Peter Suits	F - Full Time	A - Active
Elizabeth Taran	F - Full Time	A - Active
Kathleen Ann Teran	F - Full Time	A - Active
Brett Mathew Theiss	F - Full Time	A - Active
Micah Thorp	F - Full Time	A - Active
Raymundo Trejo	F - Full Time	A - Active
Devan Patrick Turner	F - Full Time	A - Active
Angie Urban	F - Full Time	A - Active
David Urbanski	F - Full Time	A - Active
Dana Marie Vaccaro	F - Full Time	A - Active
Darina Vaynshteyn	F - Full Time	A - Active
Alejandro Villa	F - Full Time	A - Active
Jonathan Grant Walker	F - Full Time	A - Active
David Walter	F - Full Time	A - Active
Matthew R Welsh	F - Full Time	A - Active
Deidra Whyte	F - Full Time	A - Active
Hunter Willey	F - Full Time	A - Active
Rachel Williams	F - Full Time	A - Active
Mariah Lynn Wolfe	F - Full Time	A - Active
Eila K Wooldredge	F - Full Time	A - Active
Paula Kimberly Wright	F - Full Time	A - Active
Michael Yermenson	F - Full Time	A - Active
Soloman Zambrano	F - Full Time	A - Active
Jeremiah Jordan Zuniga	F - Full Time	A - Active



## Section 5.17

### Employee Benefits

(a) Section 5.17(a) of the Disclosure Schedule sets forth a correct and complete list of each material Seller Plan (other than offer letters which do not provide for severance obligations).

#### Employment Agreements and other Individual Agreements (collectively, the “Offer Letters”)

1. Offer Letter by and between Supply Source Enterprises, Inc. and Bob Kibbe dated May 1, 2023 (the “Kibbe Offer Letter”).
2. Offer Letter by and between Supply Source Enterprises, Inc. and Tom Russo dated May 18, 2023 (the “Russo Offer Letter”).
3. Offer Letter by and between Supply Source Enterprises, Inc. and Christine Barringer dated February 15, 2023 (the “Barringer Offer Letter”).
4. Offer Letter by and between Supply Source Enterprises, Inc. and [REDACTED] dated June 6, 2022.
5. Offer Letter by and between Supply Source Enterprises, Inc. and [REDACTED] dated November 17, 2020 (the “[REDACTED] Offer Letter”).
6. Change of Control Letter by and between Supply Source Enterprises, Inc. and [REDACTED] dated September 27, 2023 (the “[REDACTED] Letter”).
7. Offer of Employment dated May 20, 2024 between [REDACTED] and Supply Source Enterprises, Inc.
8. Employees enter into offer letters substantially consistent with the Form Offer Letter provided.

#### Company Retention Agreements

1. The KERP Agreements (the “***KERP Agreements***”) disclosed in Disclosure Schedule 5.6 are hereby incorporated by reference.
2. The KEIP Agreements (the “***KEIP Agreements***”) disclosed in Disclosure Schedule 5.15(a)(viii) are hereby incorporated by reference.

#### Cash Incentive Plans

1. The Offer Letters.
2. Management Bonus Plan.
3. Quarterly Sales Incentive Plan.

#### Severance Plans and Policies

1. The Kibbe Offer Letter.
2. The Russo Offer Letter.
3. The [REDACTED] Letter.
4. The [REDACTED] Offer Letter.
5. Severance Pay Policy.

**Health and Welfare Benefit Plans**

<u>Benefit Type</u>	<u>Provider</u>
Medical Plan	BlueCross BlueShield of Tennessee
Prescription Drug Program	BlueCross BlueShield of Tennessee
Teladoc Health	BlueCross BlueShield of Tennessee
Tobacco Cessation Program	BlueCross BlueShield of Tennessee
Flexible Spending Accounts (FSAs)	BlueCross BlueShield of Tennessee
Nurseline	BlueCross BlueShield of Tennessee
Member Discounts	BlueCross BlueShield of Tennessee
Fitness Your Way	BlueCross BlueShield of Tennessee
Chronic Care Management / Case Management / Mental Health	BlueCross BlueShield of Tennessee
Healthy Maternity	BlueCross BlueShield of Tennessee
Health Savings Account (HSA)	Optum Bank
Employee Assistance Program (EAP)	Magellan
Dental Plan	MetLife
Vision Plan	EyeMed Vision Care
Life and Accidental Death and Dismemberment (AD&D)	The Hartford
Short-Term Disability	The Hartford
Long- Term Disability	The Hartford
Legal Services Plan	MetLife Legal Plans
Identity Protection Program	Allstate Identity Protection Program
Auto and Home Insurance	Farmers GroupSelect
Student Loan Refinancing	SoFi
Employee Discounts	BenefitHub
401(k) Savings Plan	Transamerica
Employee Purchase Program	Provided by the Company
Paid Time Off	Provided by the Company
Family and Medical Leave (FMLA)	Provided by the Company
Service Awards Program	Provided by the Company
Jury and Witness Leave	Provided by the Company
Holidays	Provided by the Company
Bereavement Leave	Provided by the Company
Management Bonus Plan	Provided by the Company, employees listed later in this section
Quarterly Sales Performance Bonus	Provided by the Company, employees listed later in this section
Warehouse Incentives Program	Provided by the Company, Warehouse employee locations listed later in this section
Collections Department Incentive Program	Provided by the Company, employees listed later in this section

**FY2023 Management Incentive Bonus Plans, awarded to:**

<u>Employee name:</u>
██████████
██████████
██████████
██████████



[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

**Warehouse Incentive Program provided to Warehouse employees at:**

<u>Employee locations:</u>
Guilford, CT
Buena Park, CA
Richmond, IN

**Collections department incentive program (2% of all cash recoveries of invoices with due dates of 9/30/23 and prior) provided to the following employees:**

<u>Employee name:</u>
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(c)

(i)

- The KEIP Agreements.

(ii)

- The KEIP Agreements.

(iii)

- The KEIP Agreements.

(iv)

- The KEIP Agreements.

- For purposes of (iv), Sellers will seek Bankruptcy Court approval of the foregoing arrangements, by way of the Sale Order, which Bankruptcy Court approval would serve as the equivalent of a shareholder cleansing vote for purposes of Section 280G of the Code.

## Section 5.18

Intellectual Property


(a)

(i)




## Pending Trademarks

Mark	Country	Application Date	Application No.	Owner
SAFETY ZONE	United States	7/27/2021	90/850755	Supply Source Enterprises, Inc.
PROGUARD	United States	5/20/2022	97/421254	Supply Source Enterprises, Inc.
SAFETY ZONE	Canada	11/5/2021	2145506	Impact Products, LLC
SAFETY ZONE	Mexico	11/5/2021	2642327	Supply Source Enterprises, Inc.
 impact <sup>®</sup> your life your world	United States	3/7/2024	98439070	Impact Products LLC


## Registered Trademarks

Title	Country	Registration Date	Registration Number	Owner
MICROSCRUB	Canada	4/21/2009	TMA738453	Impact Products LLC
Design 	United States	8/12/2014	4584106	Supply Source Enterprises








Title	Country	Registration Date	Registration Number	Owner
Design 	United States	10/21/2014	4624091	Supply Source Enterprises
SAFETY ZONE	Mexico	1/31/2022	2351809	Supply Source Enterprises, Inc.
SAFETY ZONE	Mexico	1/31/2022	2351812	Supply Source Enterprises, Inc.
THIN BIN	Canada	4/27/2010	TMA765137	Impact Products LLC
IMPACT	United States	6/18/2019	5779882	Supply Source Enterprises
NATURELLE	United States	7/26/2005	2979540	Supply Source Enterprises
LAYFLAT	Mexico	9/30/1998	588647	Layflat Products, Inc.
Design 	United States	10/13/2015	4831684	Supply Source Enterprises
TRUE COUNT	United States	10/13/2015	4831686	Supply Source Enterprises
SANISAC	Canada	2/11/1966	TMA143949	Impact Products, LLC
CONTOUR	United States	2/14/2006	3058362	Supply Source Enterprises
GATOR	United States	3/14/2006	3067864	Supply Source Enterprises
IMPACT & Design 	United States	6/25/1996	1981851	Supply Source Enterprises
Soap Dispenser (Design) 	United States	7/18/2006	3115712	Supply Source Enterprises








Title	Country	Registration Date	Registration Number	Owner
LAYFLAT	Canada	9/6/1996	TMA463245	Impact Products, LLC
SMAZER	United States	9/19/2006	3145504	Supply Source Enterprises
SAFETY ZONE	Mexico	9/25/2023	2604456	Supply Source Enterprises, Inc.
FOAM-EEZE	United States	9/26/2006	3149822	Supply Source Enterprises
THE PROTECTED CHEF	United States	10/4/2016	5056000	Supply Source Enterprises
DIVERSAMED	United States	10/4/2016	5056001	Supply Source Enterprises
GATORANCHOR	United States	5/15/2007	3242498	Supply Source Enterprises
PROMAX II	United States	1/2/2007	3191190	Supply Source Enterprises
PROMAX	United States	1/16/2007	3198101	Supply Source Enterprises
IMPACT and Design 	United States	2/14/2017	5142350	Supply Source Enterprises
Design PROMAX logo 	United States	5/16/2017	5204009	Supply Source Enterprises
True Count Means 100% & Design 	United States	5/23/2017	5208345	Supply Source Enterprises
LOBBYMASTER	United States	6/5/2007	3249672	Supply Source Enterprises












Title	Country	Registration Date	Registration Number	Owner
IMPACT	EU-CTM	3/10/2000	784728	Impact Products LLC
IMPACT	Great Britain	3/10/2000	UK00900784728	Impact Products LLC
PROGUARD	United States	6/12/2018	5489338	Supply Source Enterprises
GENAIRE	United States	7/3/2018	5509692	Supply Source Enterprises
SPRAY ALERT	United States	7/29/2008	3475500	Supply Source Enterprises
CLEARVU ENCORE	United States	10/27/1998	2199725	Supply Source Enterprises
CLEAR VU	United States	3/9/1999	2230766	Supply Source Enterprises
<b>Layflat</b>	United States	5/8/1979	1117719	Supply Source Enterprises
PRO-GUARD	United States	6/13/1989	1543324	Supply Source Enterprises
CLEARVU	United States	3/28/2000	2336664	Supply Source Enterprises
MOPSTER	Canada	9/29/2015	TMA915467	Impact Products, LLC
Design 	United States	10/2/1990	1615525	Supply Source Enterprises
TRIVU	United States	12/5/2000	2411450	Supply Source Enterprises
NATURELLE	Canada	12/12/2005	TMA654836	Impact Products, LLC
SEIDMAN ASSOCIATES	United States	12/18/1990	1628572	Supply Source Enterprises


Title	Country	Registration Date	Registration Number	Owner
REST ASSURED	United States	11/6/2001	2504412	Supply Source Enterprises
CLEARVU ENCORE	Canada	3/5/2007	TMA682901	Impact Products, LLC
THE SAFETY ZONE	United States	7/3/2012	4166765	Supply Source Enterprises
MOPSTER	Australia	11/2/2012	1523778	Impact Products, LLC
MOPSTER	Mexico	2/28/2013	1351839	Impact Products, LLC
WHITE & Design 	Canada	11/30/1973	TMA195846	Impact Products, LLC
NATURELLE	United States	12/16/2003	2795941	Supply Source Enterprises
MOPSTER	United States	5/6/2014	4526384	Supply Source Enterprises
PROMAX	United States	8/22/2023	7142828	The Safety Zone, LLC
 your life. your world.	United States	1/15/2019	5654550	Impact Products, LLC
The Safety Zone 	United States	8/12/2014	4584105	Supply Source Enterprises
WHITE & Design 	United States	2/18/2964	765046	Supply Source Enterprises
SANISACK	United States	9/14/1954	595077	Supply Source Enterprises

Title	Country	Registration Date	Registration Number	Owner
TRUE COUNT MEANS 100% 	China (Cl. 25)	5/7/2017	19405785	The Safety Zone, LLC
TRUE COUNT MEANS 100% 	China (Cl. 21)	5/7/2017	19405795	The Safety Zone, LLC
TRUE COUNT MEANS 100% 	China (Cl. 10)	7/7/2017	19405788	The Safety Zone, LLC
TRUE COUNT MEANS 100% 	China (Cl. 8)	5/7/2017	19408669	The Safety Zone, LLC
TRUE COUNT MEANS 100% 	China (Cl. 9)	5/7/2017	19405789	The Safety Zone, LLC
TRUE COUNT MEANS 100% 	China (Cl. 18)	5/7/2017	19405787	The Safety Zone, LLC
TRUE COUNT MEANS 100% 	China (Cl. 24)	5/7/2017	19405786	The Safety Zone, LLC

Title	Country	Registration Date	Registration Number	Owner
Design 	China (Cl. 16)	5/7/2017	19405790	The Safety Zone, LLC
Design 	China (Cl. 8)	5/7/2017	19405798	The Safety Zone, LLC
Design 	China (Cl. 21)	5/7/2017	19405793	The Safety Zone, LLC
Design 	China (Cl. 16)	3/7/2015	13824599	The Safety Zone, LLC
Design 	China (Cl. 9)	3/7/2015	13824601	The Safety Zone, LLC
Design 	China (Cl. 25)	2/21/2015	13824595	The Safety Zone, LLC
Design 	China (Cl. 21)	3/7/2015	13824597	The Safety Zone, LLC

Title	Country	Registration Date	Registration Number	Owner
Design 	China (Cl. 10)	3/7/2015	13824593	The Safety Zone, LLC
Design 	China (Cl. 18)	3/7/2015	13824603	The Safety Zone, LLC
Design 	China (Cl. 24)	2/21/2015	13824605	The Safety Zone, LLC
Design 	China (Cl. 16)	5/7/2017	19405791	The Safety Zone, LLC
Design 	China (Cl. 8)	5/7/2017	19405797	The Safety Zone, LLC
Design 	China (Cl. 21)	5/7/2017	19405794	The Safety Zone, LLC
Design 	China (Cl. 21)	5/7/2017	19405796	The Safety Zone, LLC

Title	Country	Registration Date	Registration Number	Owner
Design 	China (Cl. 8)	5/7/2017	19405848	The Safety Zone, LLC
Design 	China (Cl. 10)	3/7/2015	13824592	The Safety Zone, LLC
Design 	China (Cl. 16)	3/7/2015	13824598	The Safety Zone, LLC
Design 	China (Cl. 25)	2/21/2015	13824594	The Safety Zone, LLC
Design 	China (Cl. 18)	3/7/2015	13824602	The Safety Zone, LLC
Design 	China (Cl. 21)	3/7/2015	13824596	The Safety Zone, LLC
Design 	China (Cl. 9)	3/7/2015	13824600	The Safety Zone, LLC

Title	Country	Registration Date	Registration Number	Owner
Design 	China (Cl. 24)	2/21/2015	13824604	The Safety Zone, LLC

#### Pending Patent Applications

Title	Country	Application Date	Application Number	Owner
DUSTPAN	United States	6/6/2022	29/864570	Supply Source Enterprises, Inc
DUSTPAN (wet/dry dustpan)	United States	6/6/2022	29/864583	Supply Source Enterprises, Inc
A SAFETY MARKING PYLON FRANCE	France	11/3/1999	996770	Impact Products Inc.
MOP SYSTEM	United States	8/29/2023	18/457604	Supply Source Enterprises, Inc
DUSTPAN	United States	4/28/2023	18/308947	Supply Source Enterprises, Inc
MOP SYSTEM	United States	9/27/2022	29/866767	Could not confirm

#### Granted Patents

Title	Country	Grant Date	Patent Number	Owner
SOLID STATE FRAGRANCING	United States	8/23/2016	9422697	Impact Products, LLC
URINAL SCREEN	Canada	11/25/2019	184832	Impact Products, LLC
URINAL MAT	Mexico	2/2/2011	32884	Impact Products, LLC
URINAL SCREEN	Mexico	1/12/2011	32768	Impact Products, LLC
SOLID STATE FRAGRANCING	United States	1/9/2018	9863131	Impact Products, LLC
SOLID STATE FRAGRANCING	United States	2/20/2018	9895463	Impact Products, LLC
TRASH RECEPTACLE	Mexico	6/22/2011	33725	Impact Products, LLC
SOLID STATE FRAGRANCING	United States	12/3/2019	10493177	Impact Products, LLC Ultratech Polymers, Inc.

Title	Country	Grant Date	Patent Number	Owner
SOLID STATE FRAGRANCING	United States	3/8/2016	9278152	Impact Products, LLC
URINAL SCREEN	Mexico	7/21/2022	64740	Impact Products, LLC
BUCKETLESS HANDLE	Canada	5/23/2014	152901	Impact Products, LLC
A SAFETY MARKING PYLON FRANCE	France	11/3/1999	996770	Impact Products Inc.
URINAL MAT	United States	10/19/2010	D625540	Impact Products LLC
URINAL SCREEN	United States	1/11/2011	D630714	Impact Products LLC
TRASH RECEPTACLE	United States	4/26/2011	D636959	Impact Products LLC
BUCKETLESS HANDLE	United States	11/3/2015	D742609	Impact Products, LLC
BACKPACK	United States	11/5/2013	D692654	Impact Products, LLC
URINAL SCREEN	United States	2/18/2020	D875896	Impact Products, LLC
CADDY FOR CLEANING SUPPLIES	United States	11/6/2007	7290651	Impact Products, LLC

#### Domain Names

Domain Name	Expiration Date	Registrant Name	Registrant Organization	Registrar
supplysourceglobal.com	5/27/2024	Private	Private	GoDaddy.com, LLC
safety-zone.com	6/26/2027	Private	Private	Tucows Domains Inc.
safetyzone.com	11/16/2026	Private	Private	Tucows Domains Inc.
impact-products.com	7/22/2024	Private	Private	Network Solutions, LLC
maltindustries.com	5/17/2025	Impact Products, LLC.	Impact Products, LLC.	Network Solutions, LLC
maltindustrie.com	9/3/2026	Private	Private	Network Solutions, LLC
https://ethicspointsse.com/	10/21/2026	Private	Private	GoDaddy.com, LLC



http://supplysourcejobs.com/	05/11/2025	Private	Private	GoDaddy.com, LLC
http://supplysourcecareers.com/	05/12/2025	Private	Private	GoDaddy.com, LLC

(ii) Material Unregistered Trademarks

None.

(c)

<b>Matter</b>
Impact Products vs Fresh Products

(d)

The Company filed a complaint in the Delaware District Court (“**Complaint**”) against a former employee, Haddad, and his new employer, Access, alleging, among other claims, that Haddad breached a confidential information provision included in an Incentive Securities Agreement, dated April 14, 2022 (the “**Haddad Agreement**”), between Haddad and the Company and that Access encouraged Haddad to breach the Haddad Agreement to obtain the Company’s confidential information and trade secrets. The Complaint alleges that Haddad accessed the Company’s trade secrets and confidential information to use them in his employment with Access.

(e)

With respect to the last sentence of Section 5.19(e) only:

Employees acknowledge the employee handbook, which has confidentiality obligations, but employees do not otherwise execute separate confidentiality/non-disclosure agreements.

(f)

Neither Ultratech Polymers Inc. nor NPI Product Development have executed an agreement presently assigning Intellectual Property developed by such contractor to the Company. Such Intellectual Property is not material to the Company’s business.

(h)

None.

**Section 5.19**

**Data Privacy**

(a)

With respect to the first and second sentences of Section 5.19(a) only:

The Company does not maintain a privacy notice that is fully compliant with the California Consumer Privacy Act on <https://www.supplysourceglobal.com/>, <http://supplysourcecareers.com/>, <http://supplysourcejobs.com/> or <https://safety-zone.com> (the “Safety Zone Website”). Additionally, the Safety Zone Website is not fully compliant with the California Online Privacy Protection Act. The Company has not implemented a process for receiving and responding to consumer rights requests under the CCPA.

(c)

With respect to the second sentence of Section 5.19(c) only:

The Company has not adopted a written business continuity plan.

**Section 5.21**

**Brokers and Finders**

The Portage Agreement

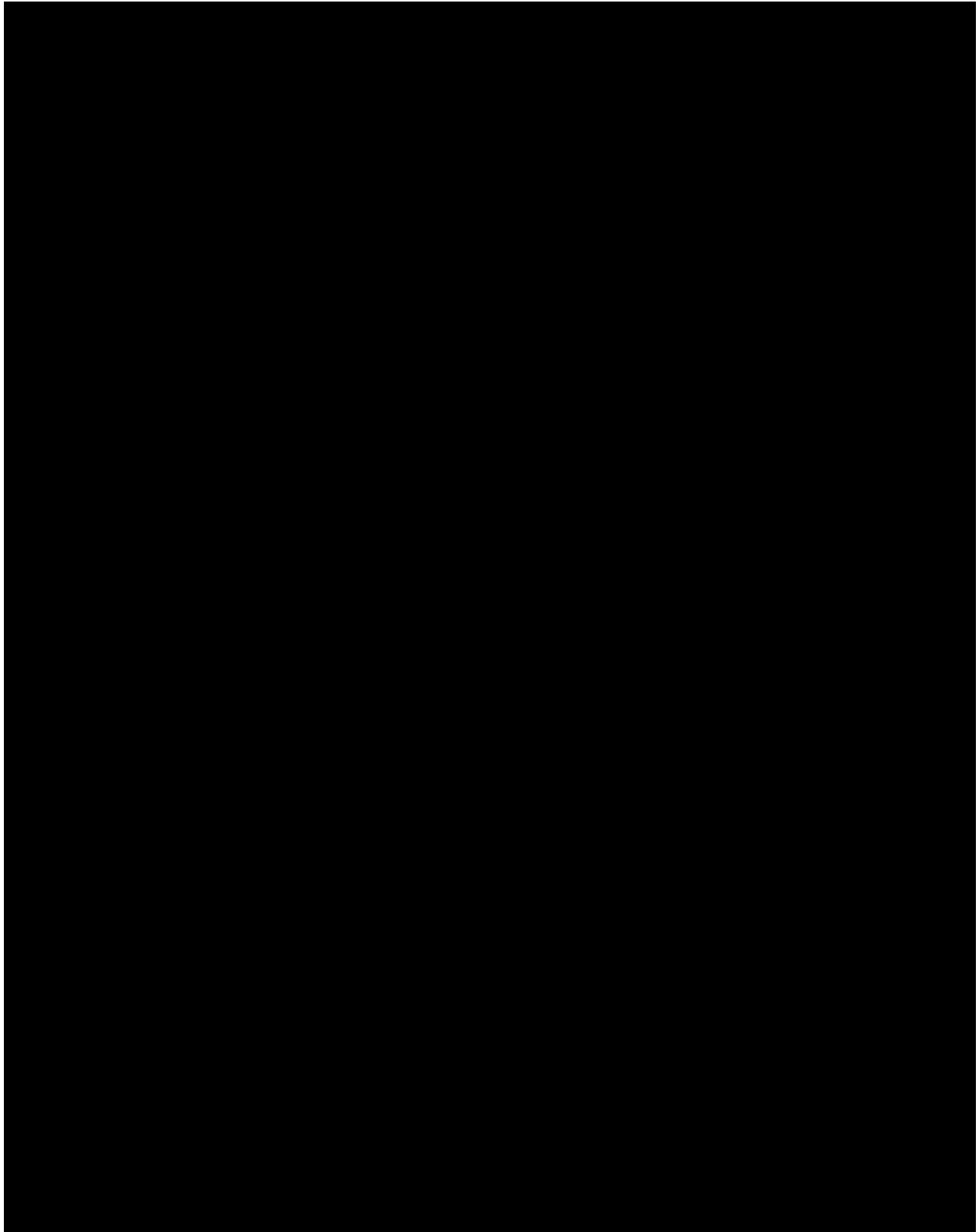
**Section 5.22**

**Related Party Transactions**

The Sellers used Capstone Logistics, a portfolio company of an Affiliate, for operational support within the Sellers' Richmond warehouses. Sellers no longer engage Capstone Logistics but the Sellers have an open payable balance with them for an ordinary course expense.

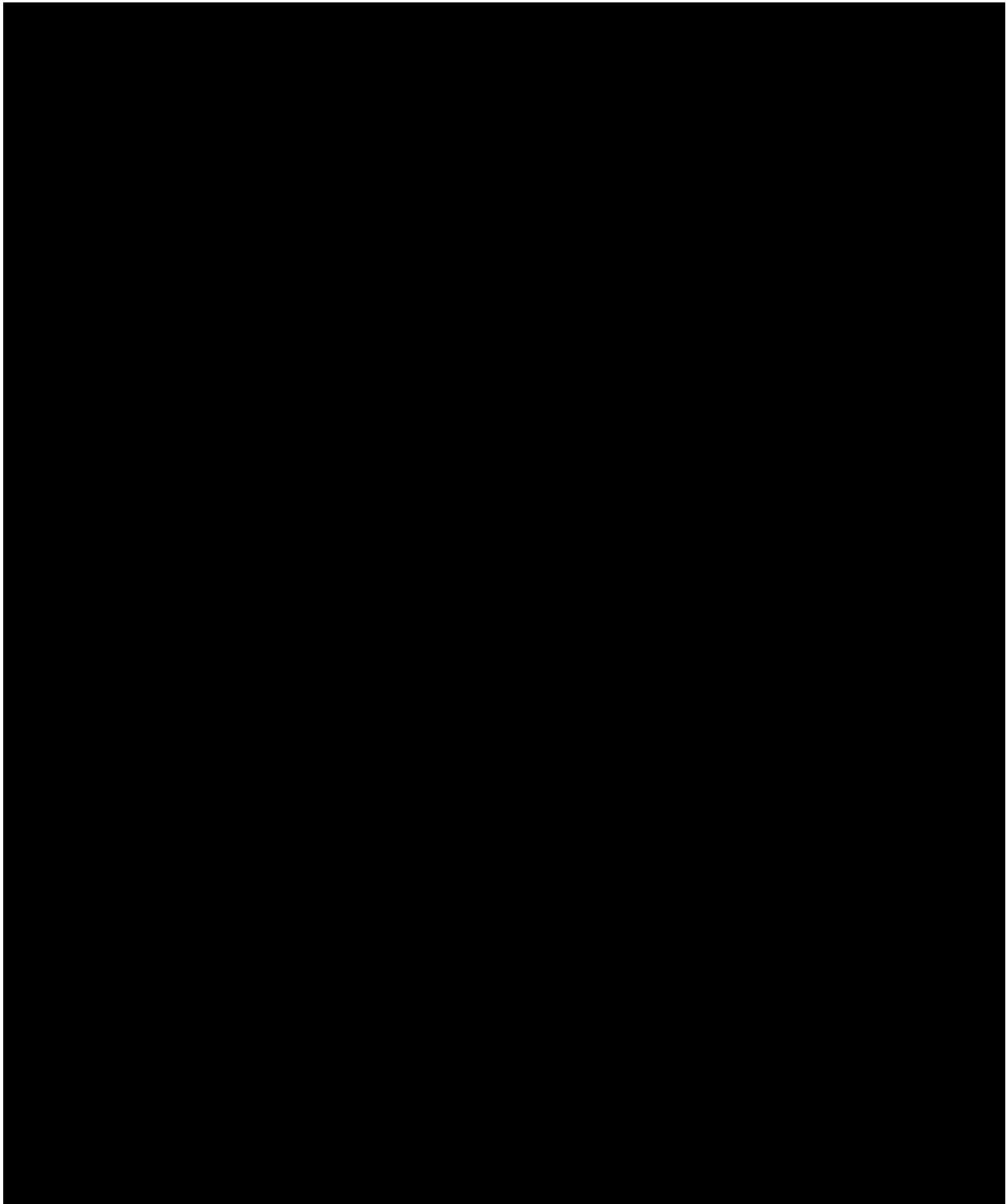
**Section 5.24**

**Banks; Powers of Attorney**



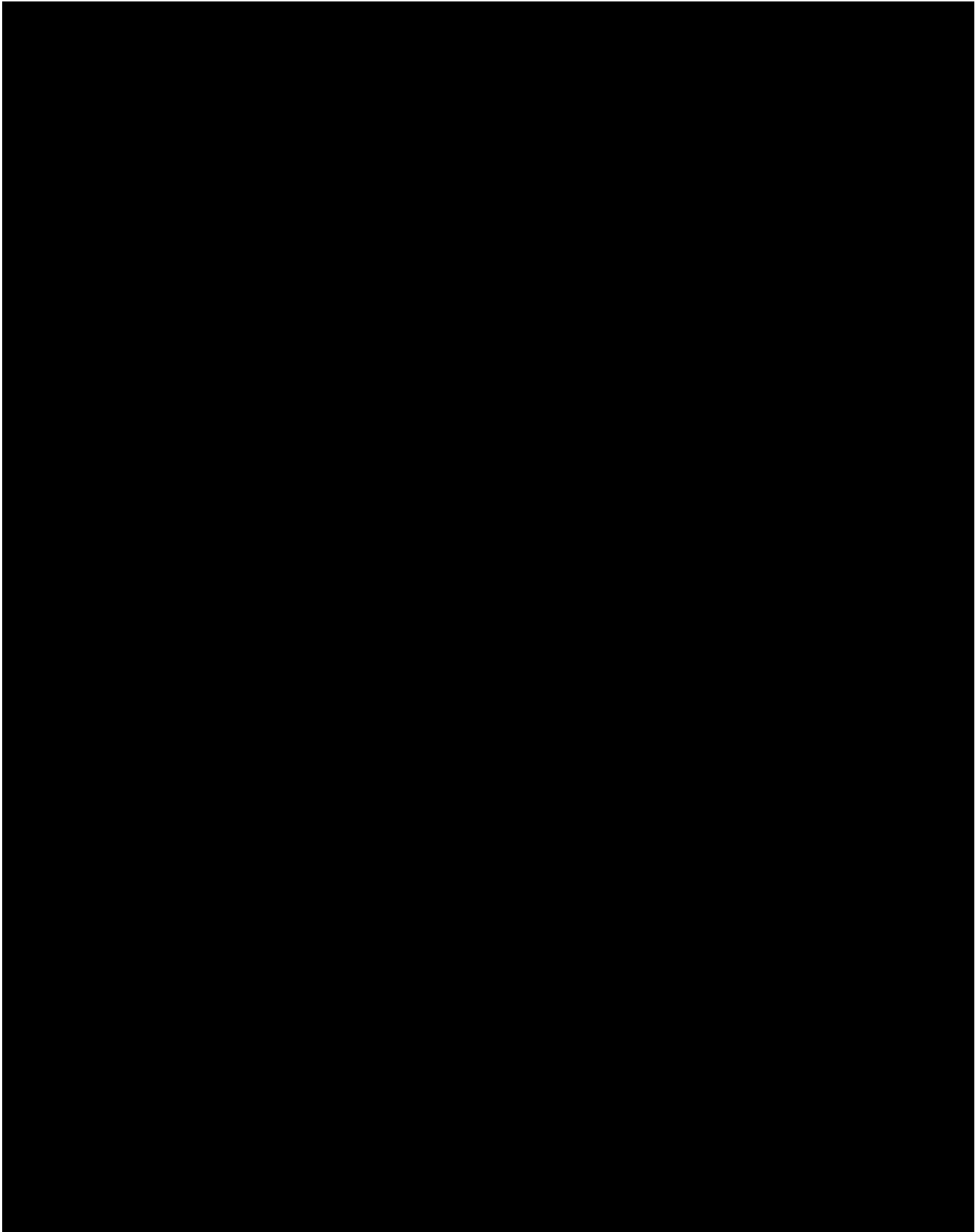
**Section 5.25**

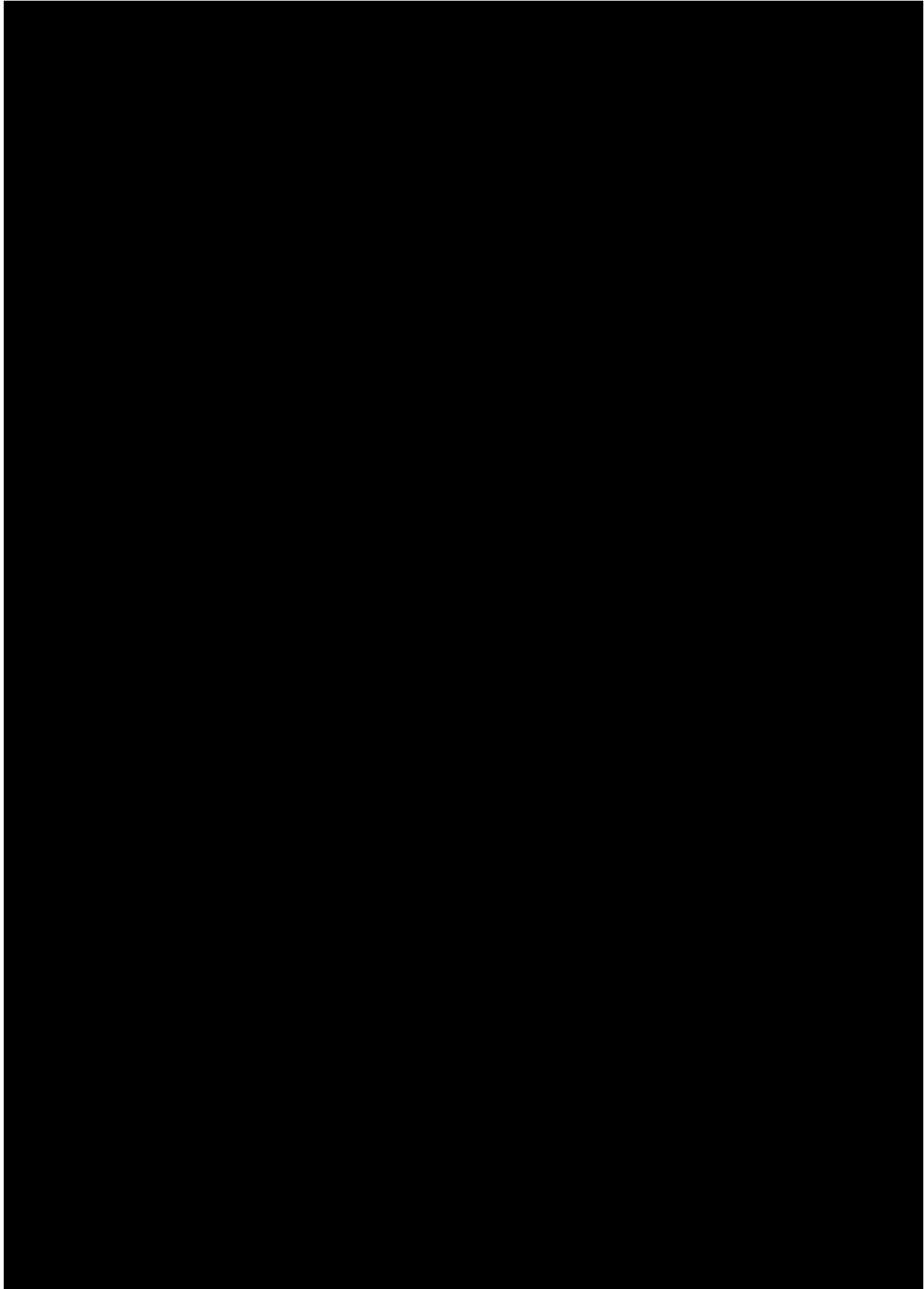
**Business Relationships; Suppliers and Customers**



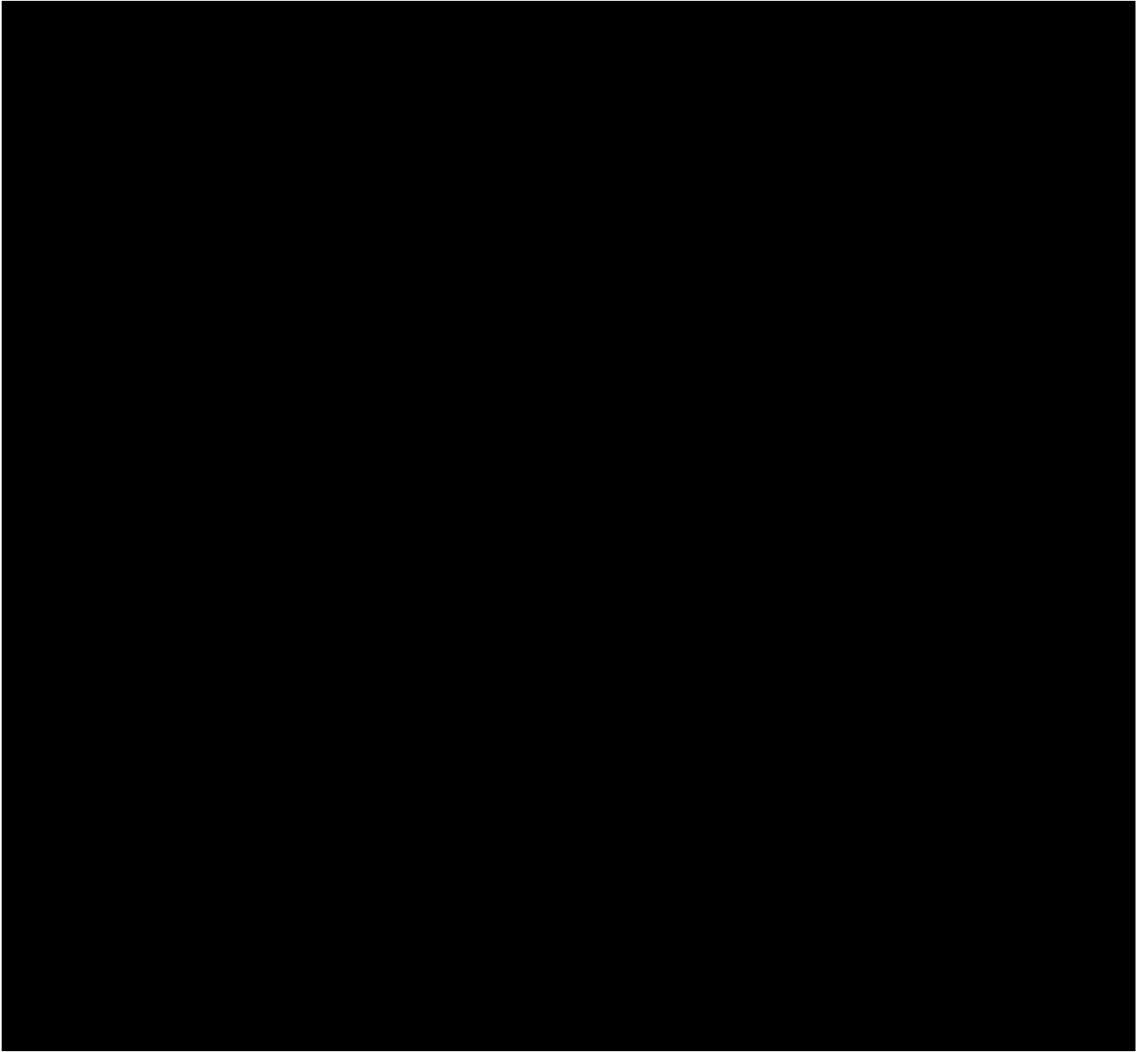
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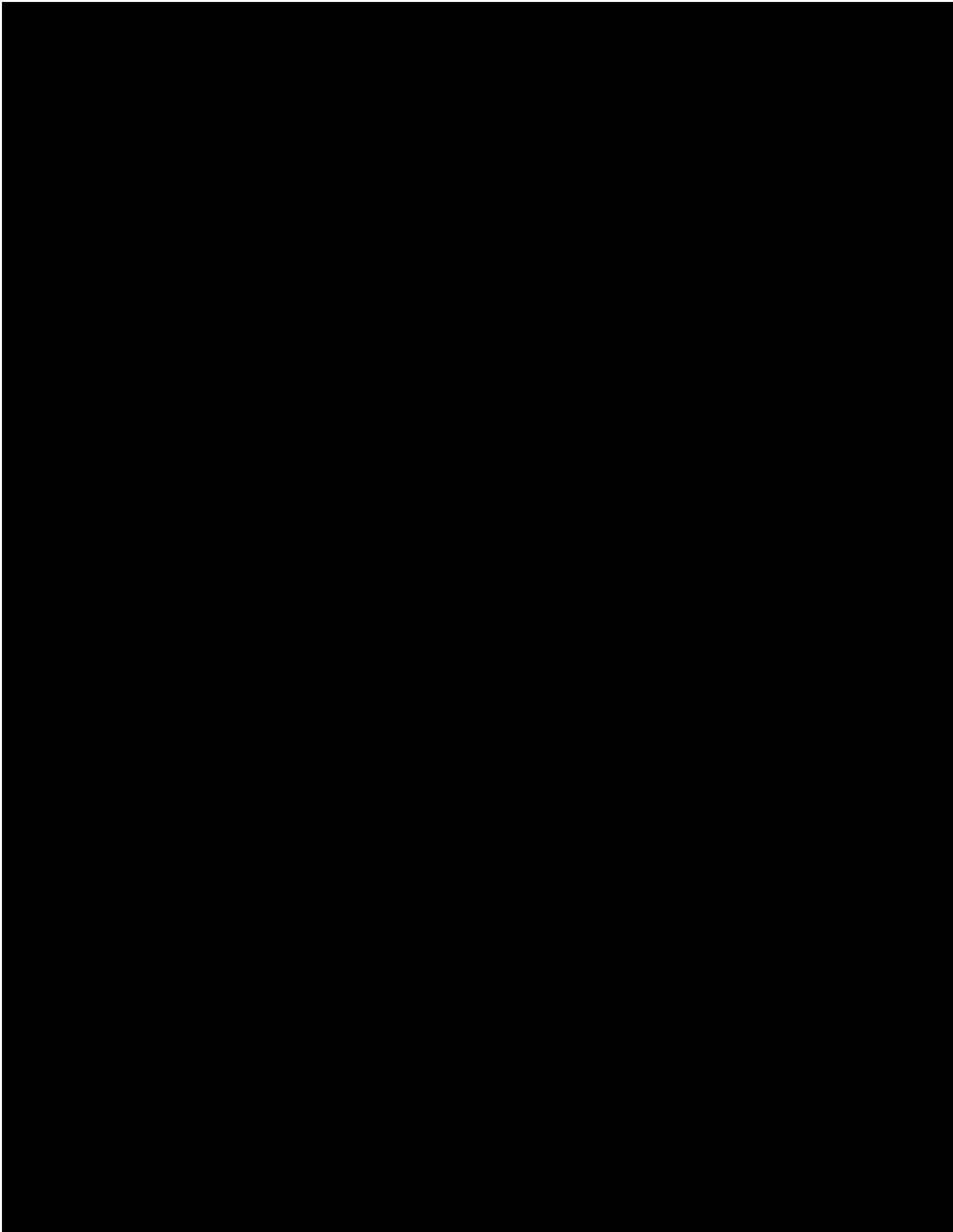


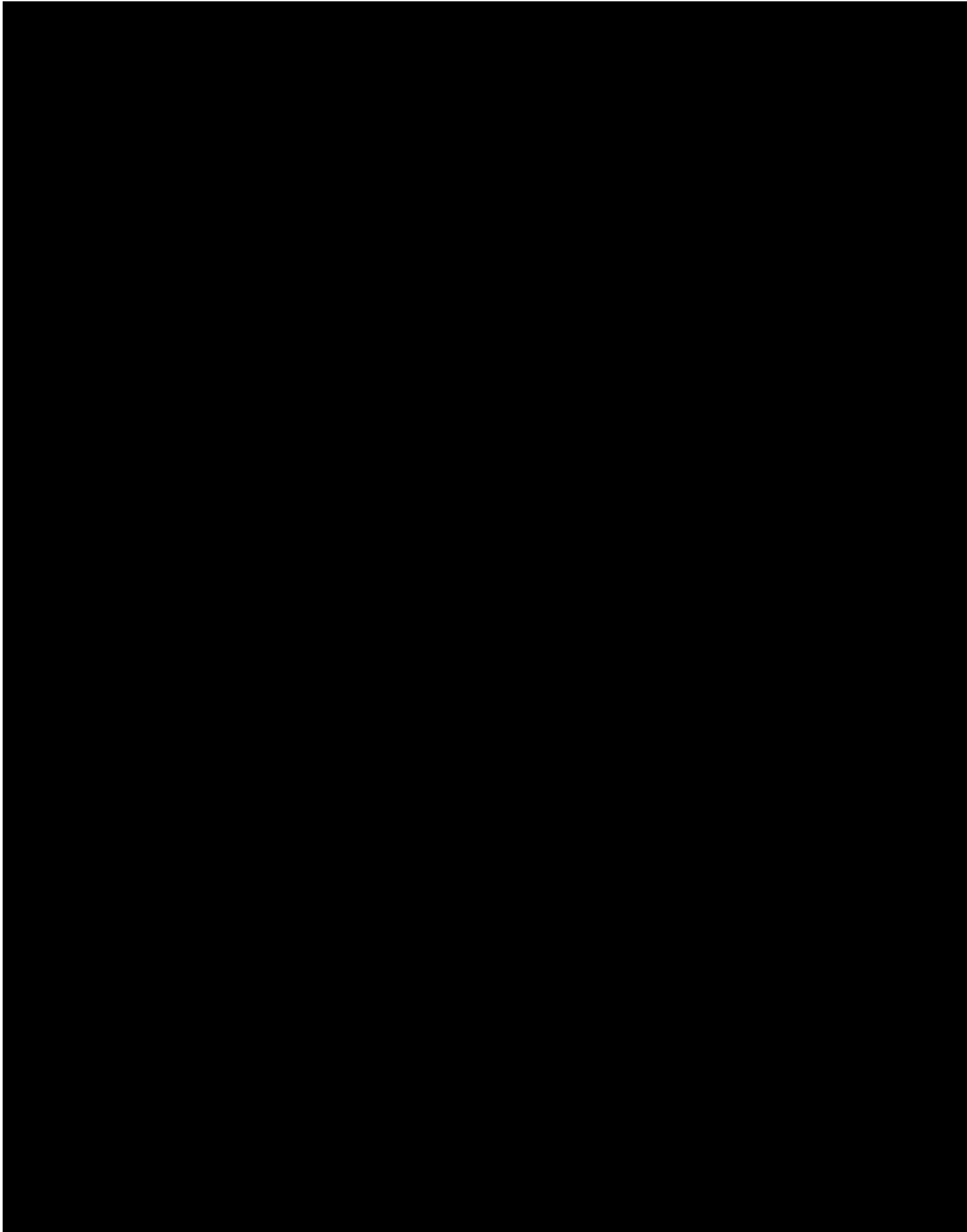


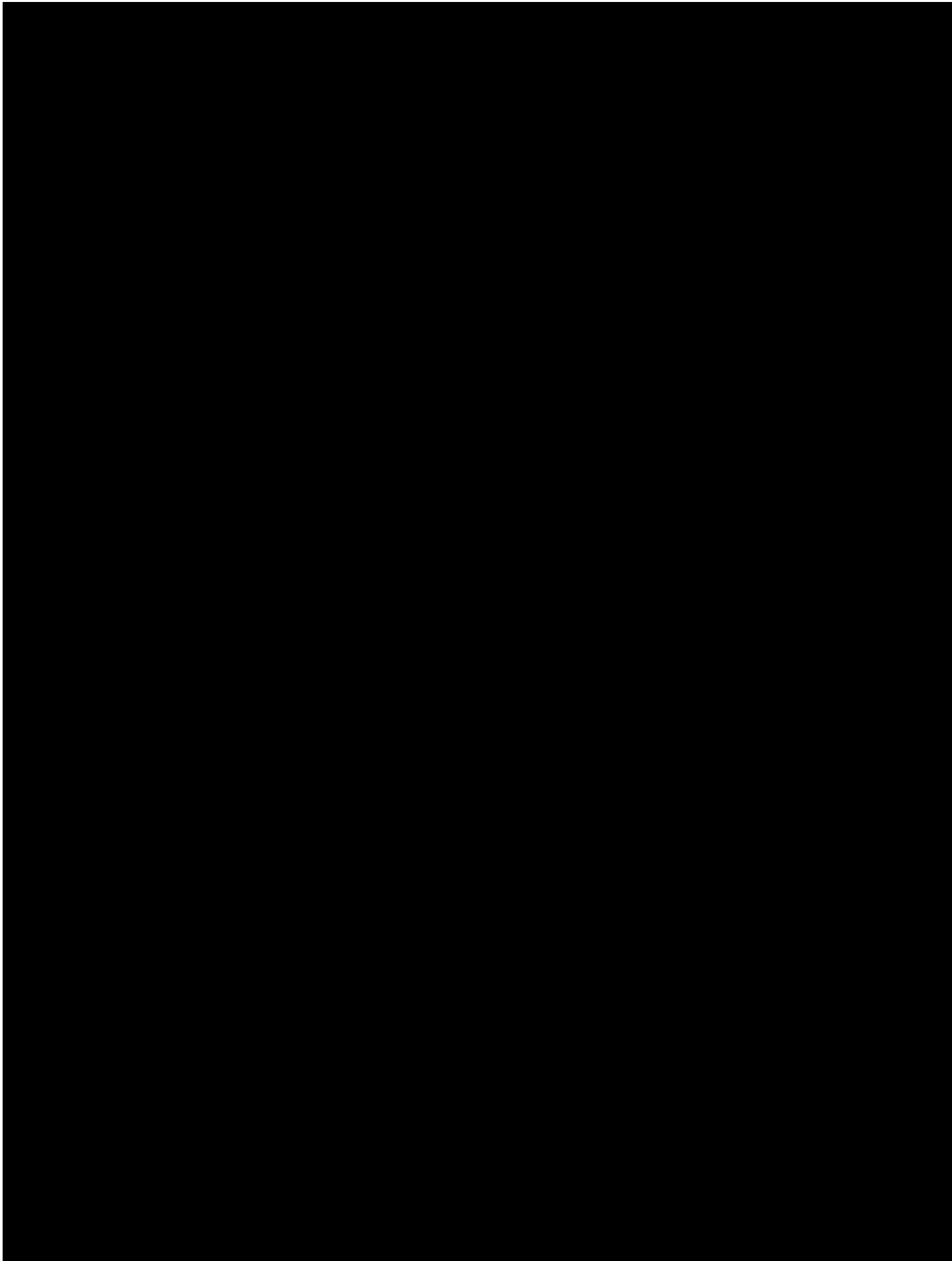


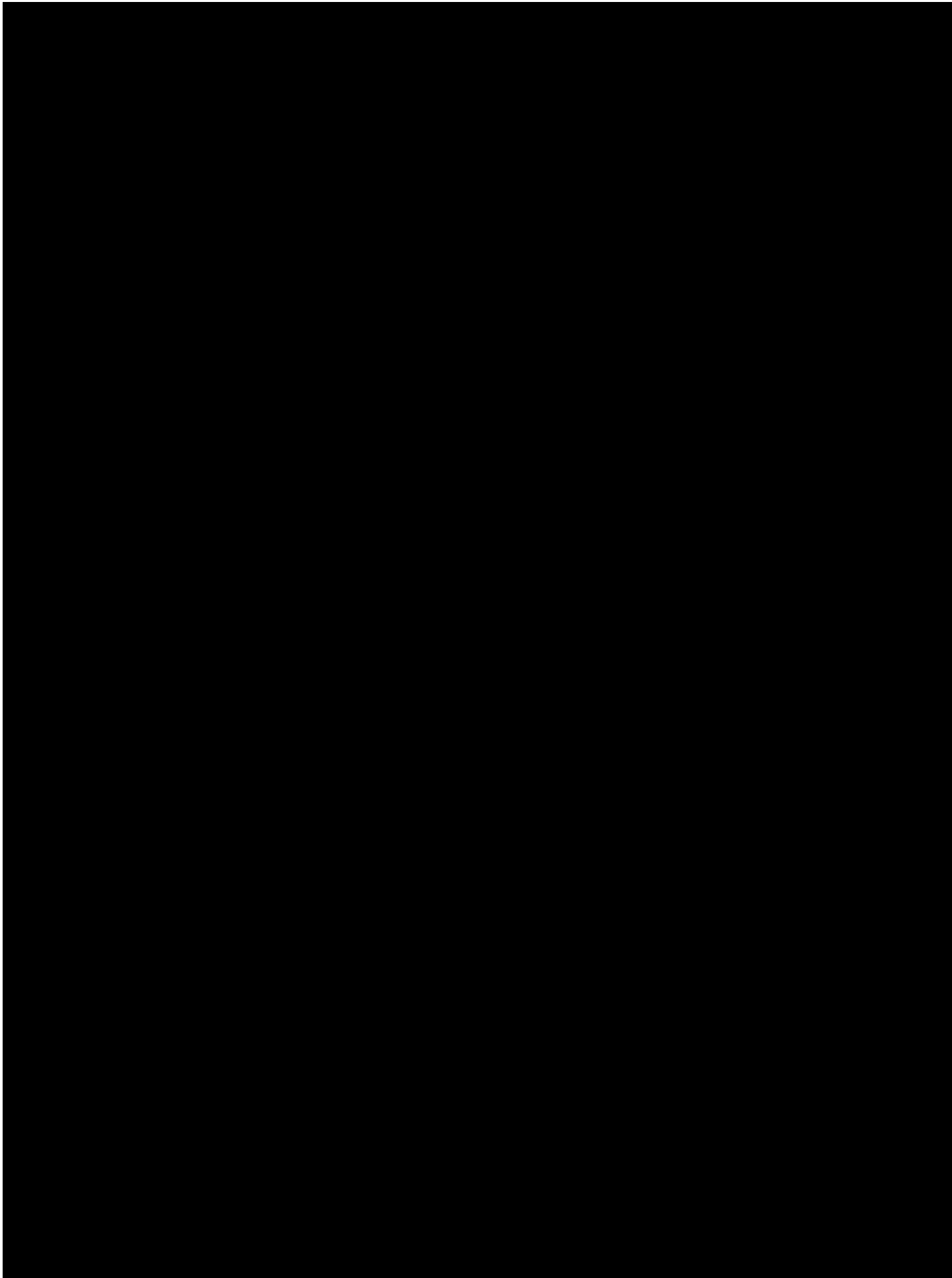


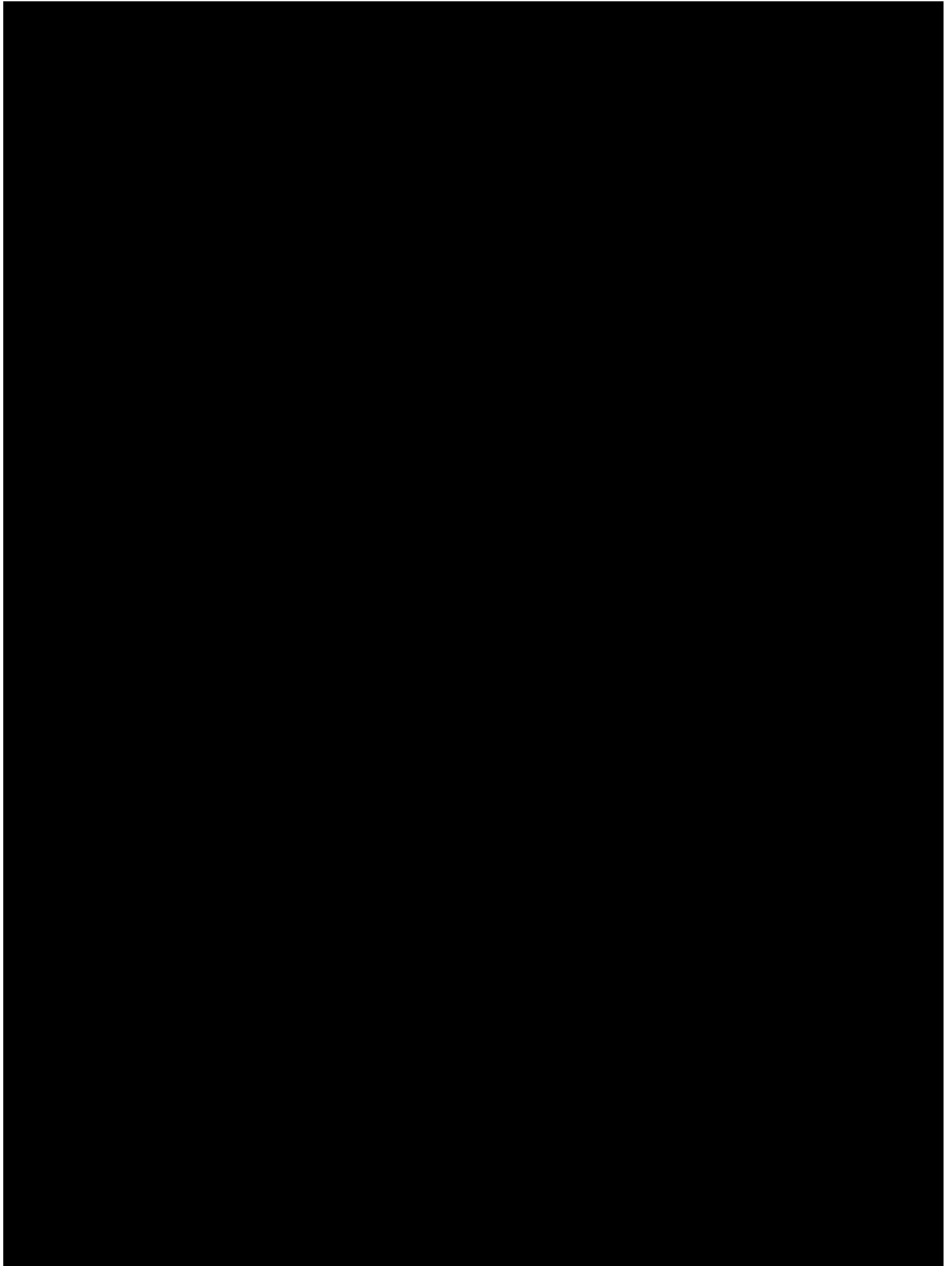
**ANNEX 5.3(a)**

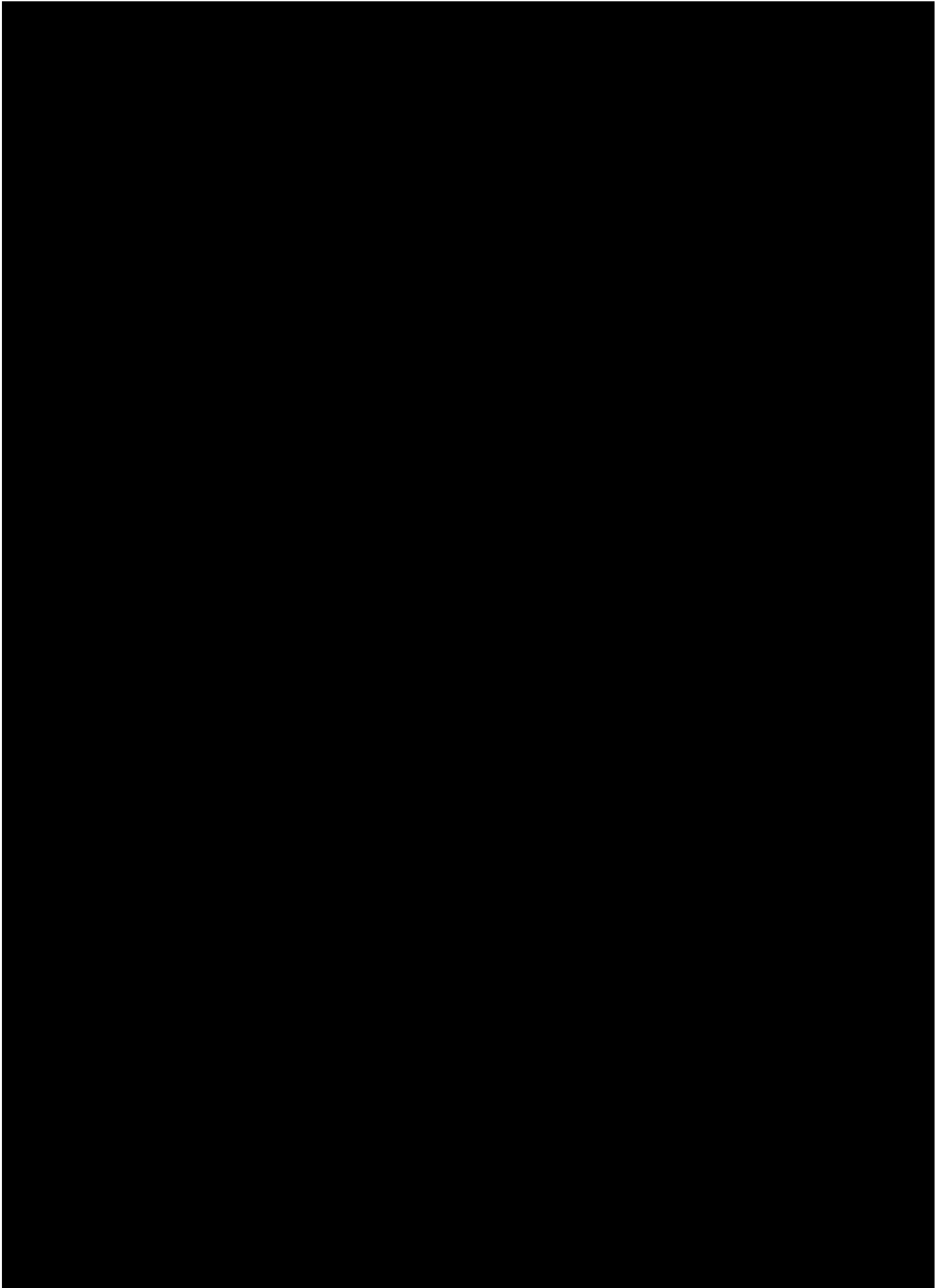


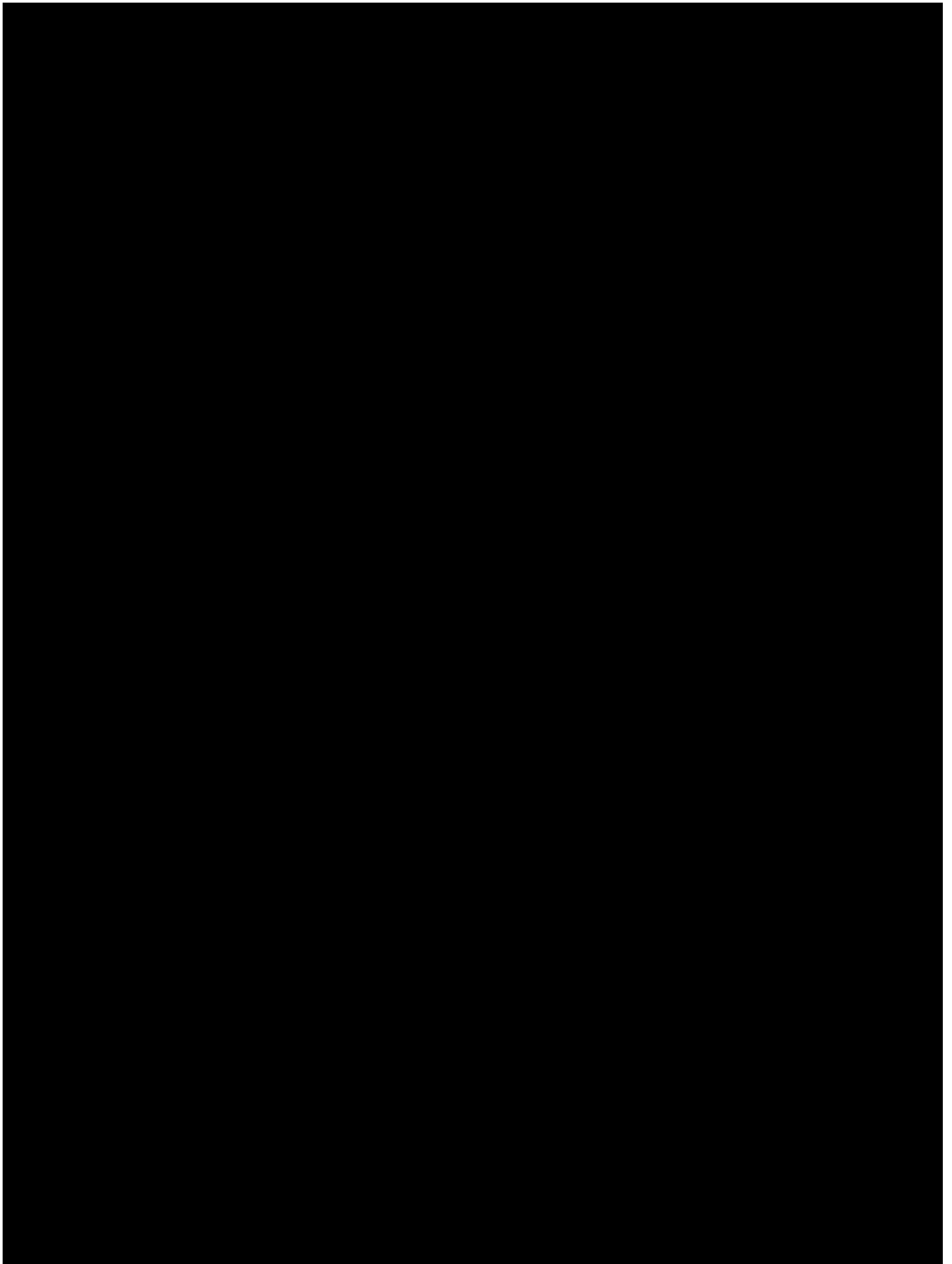




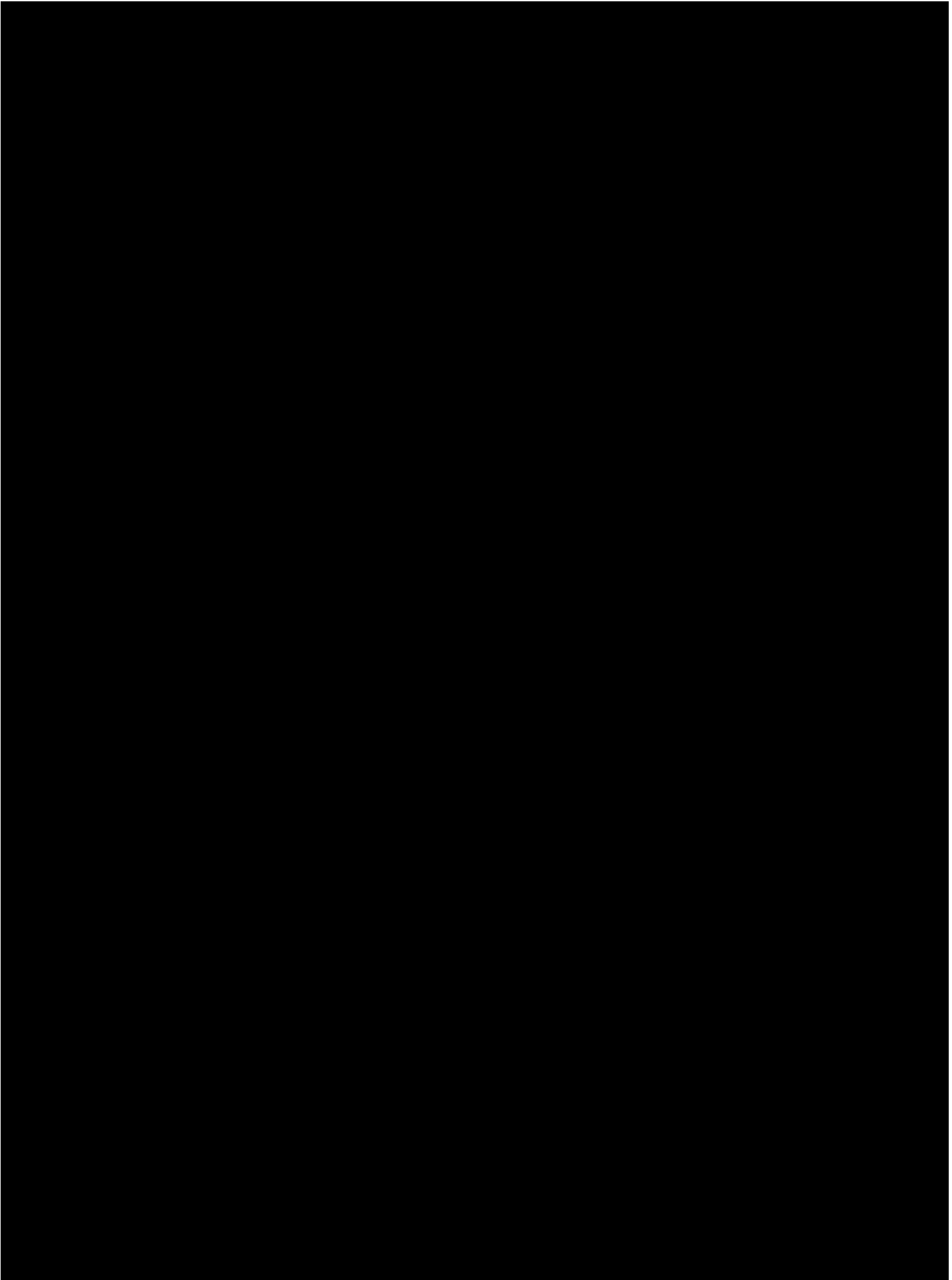


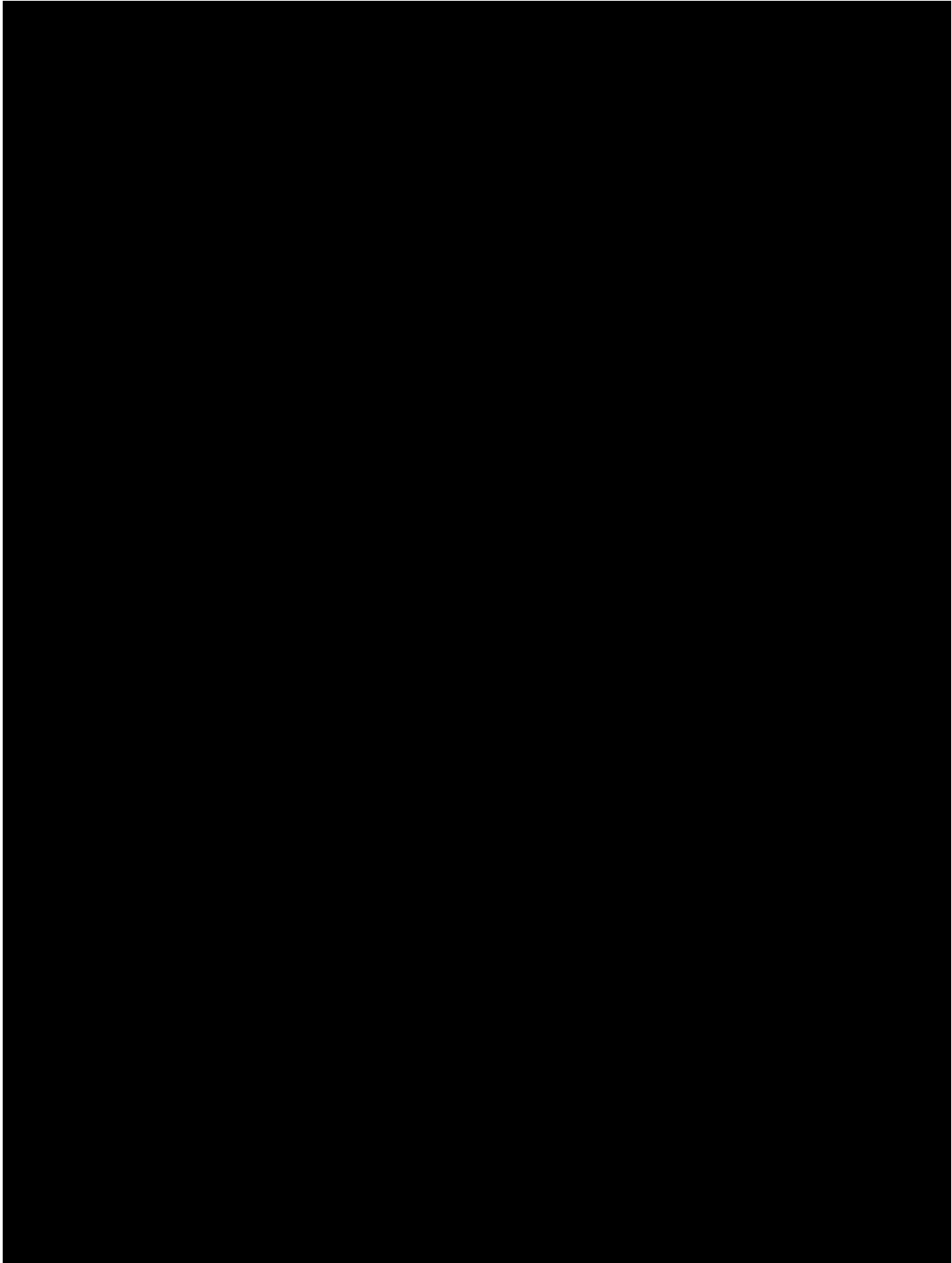


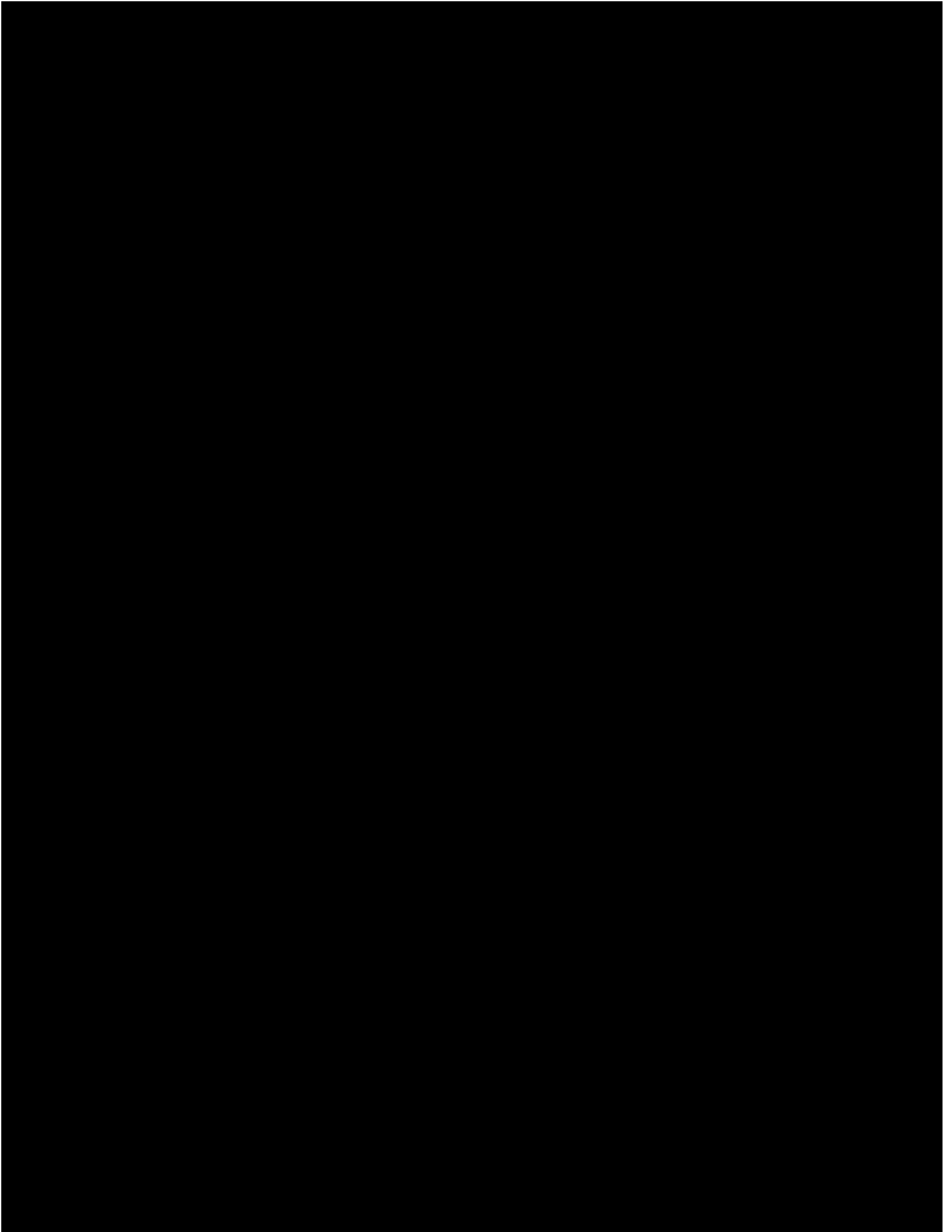


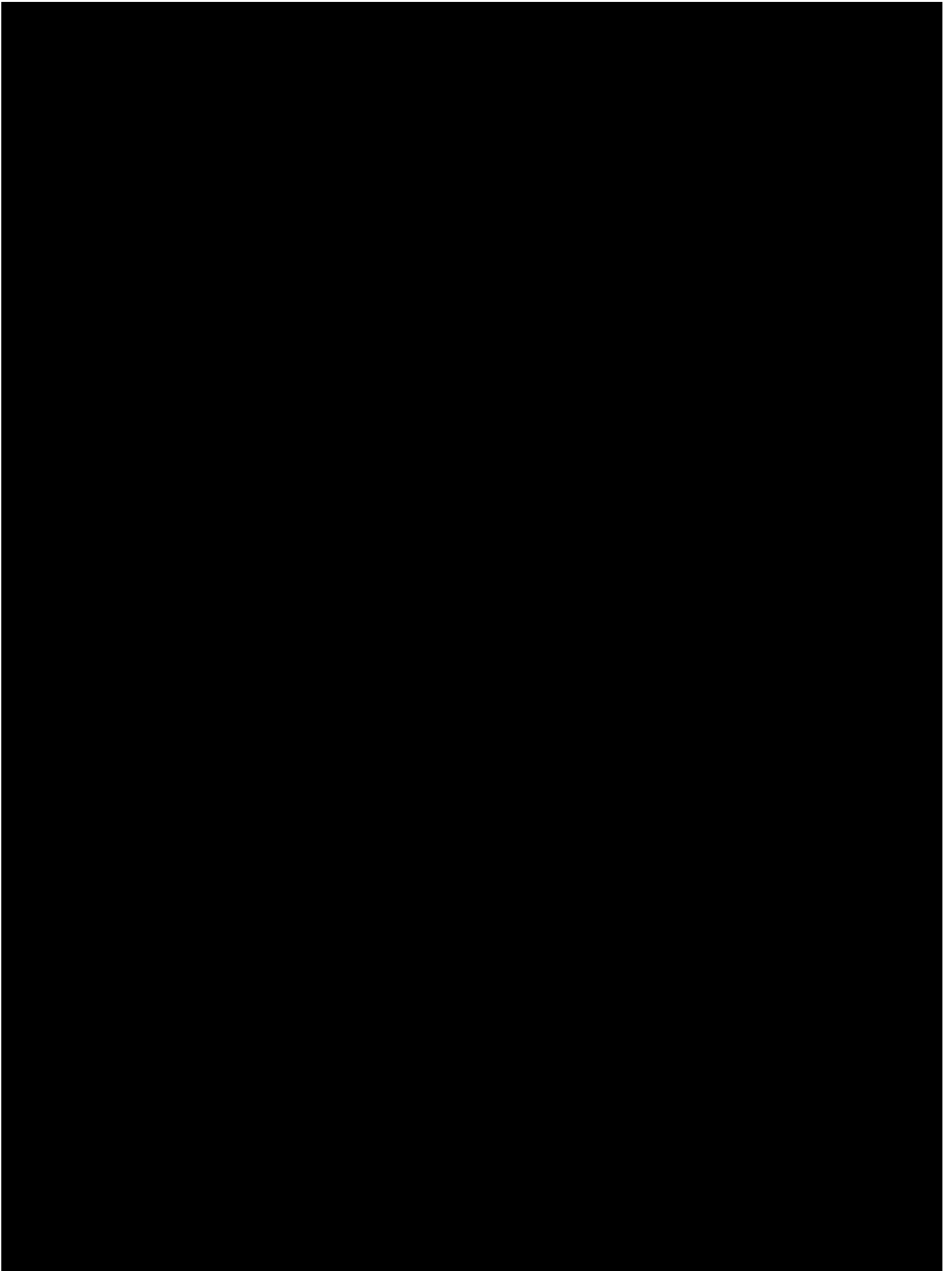


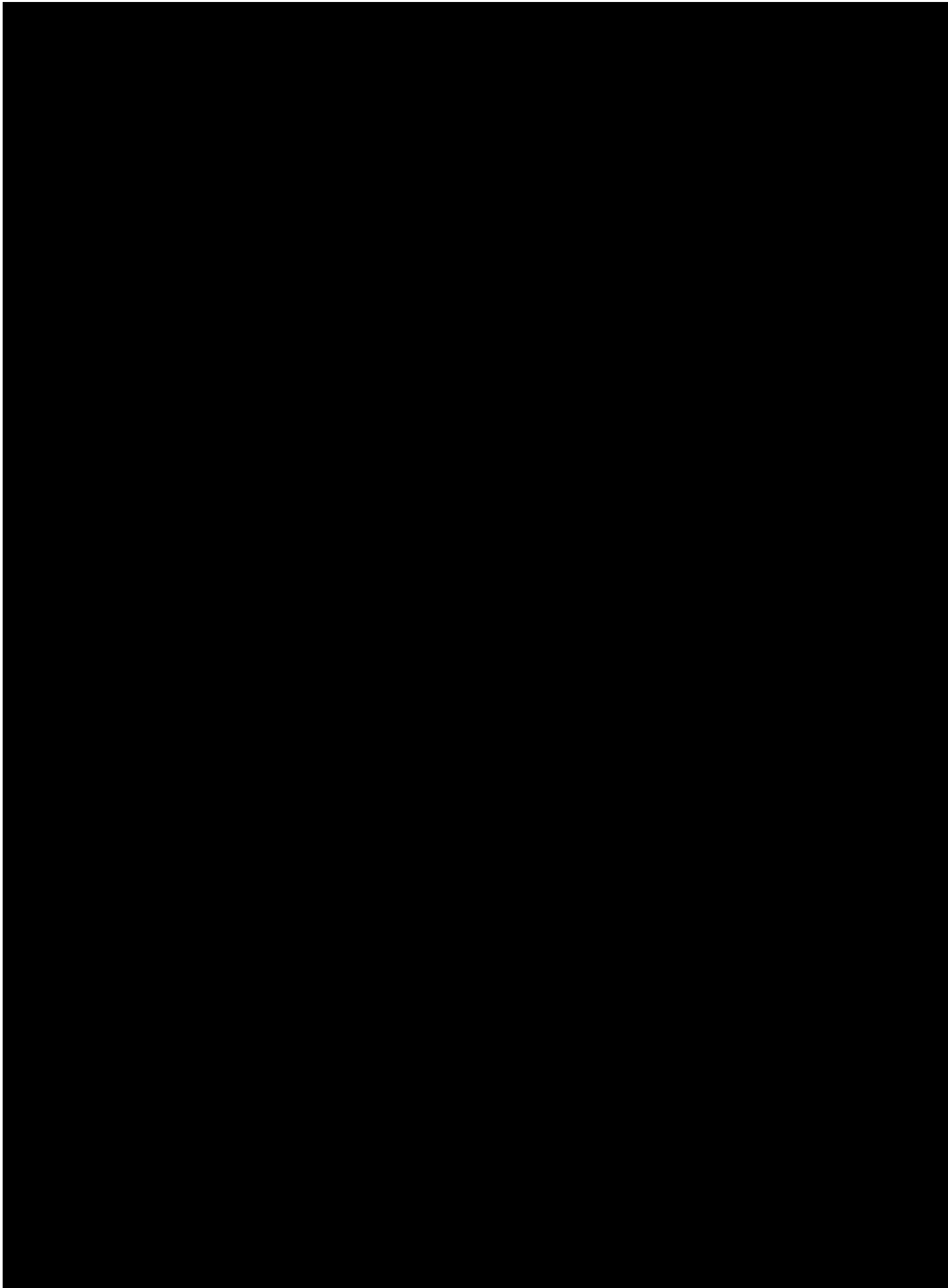


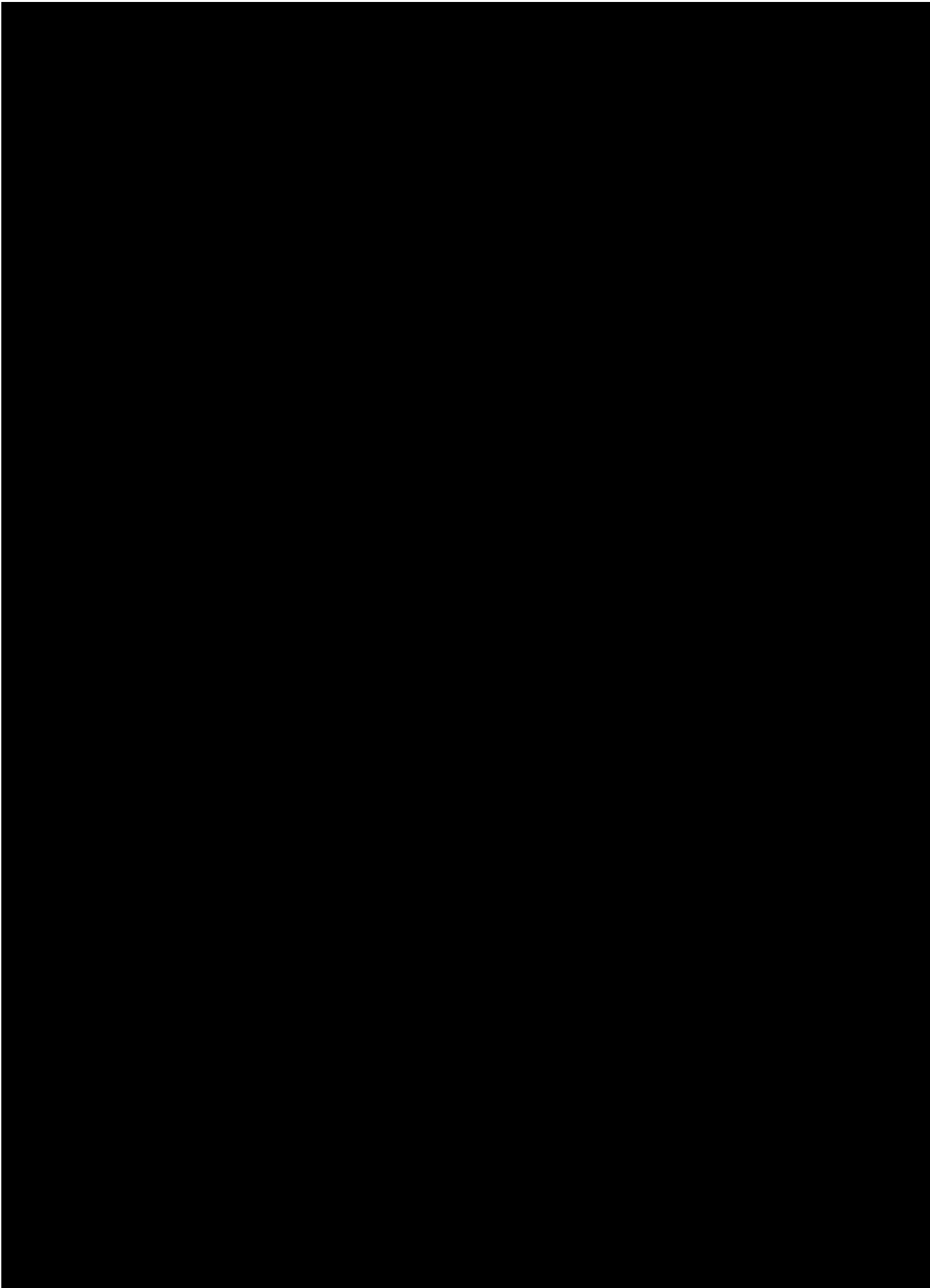


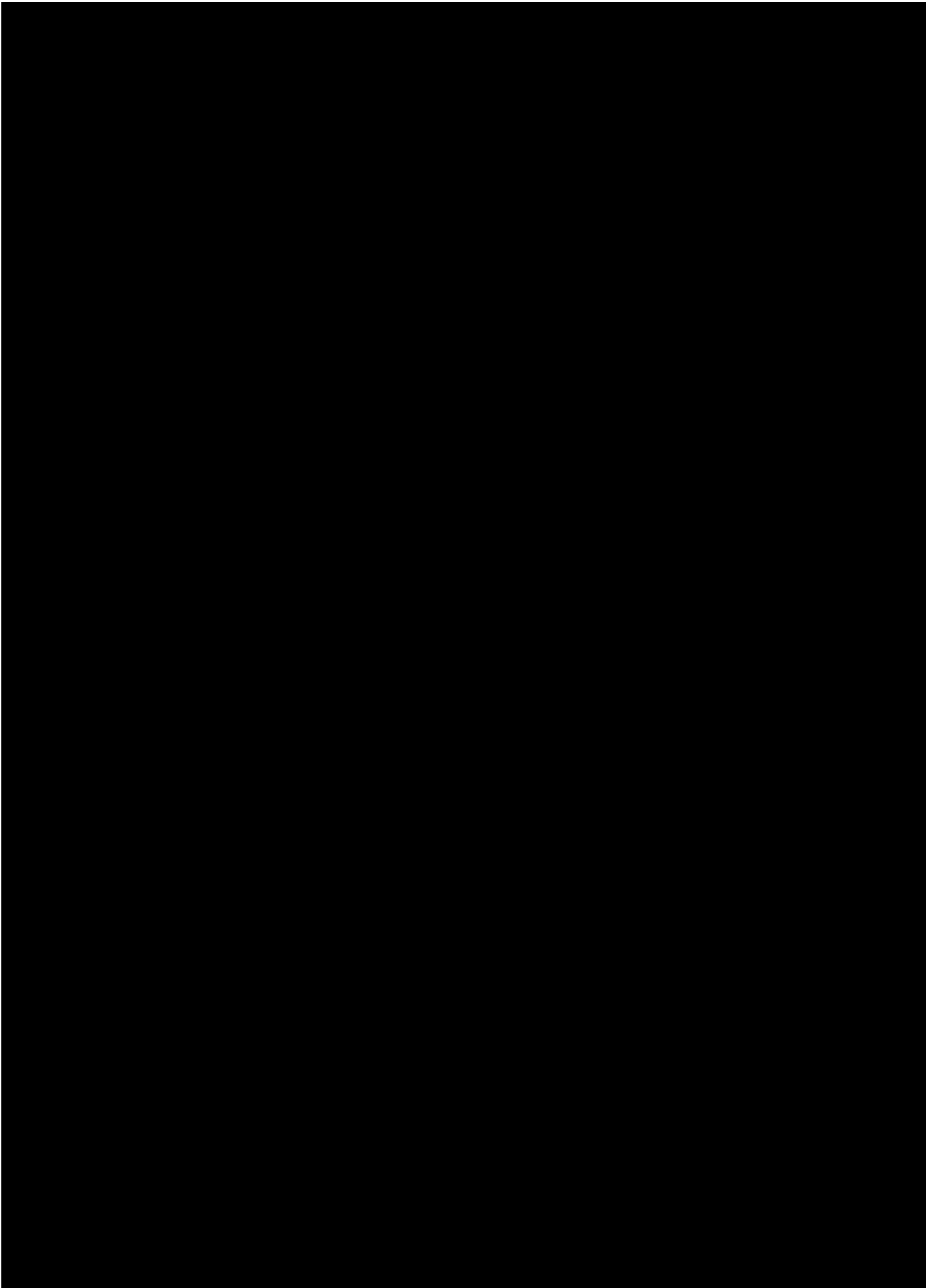


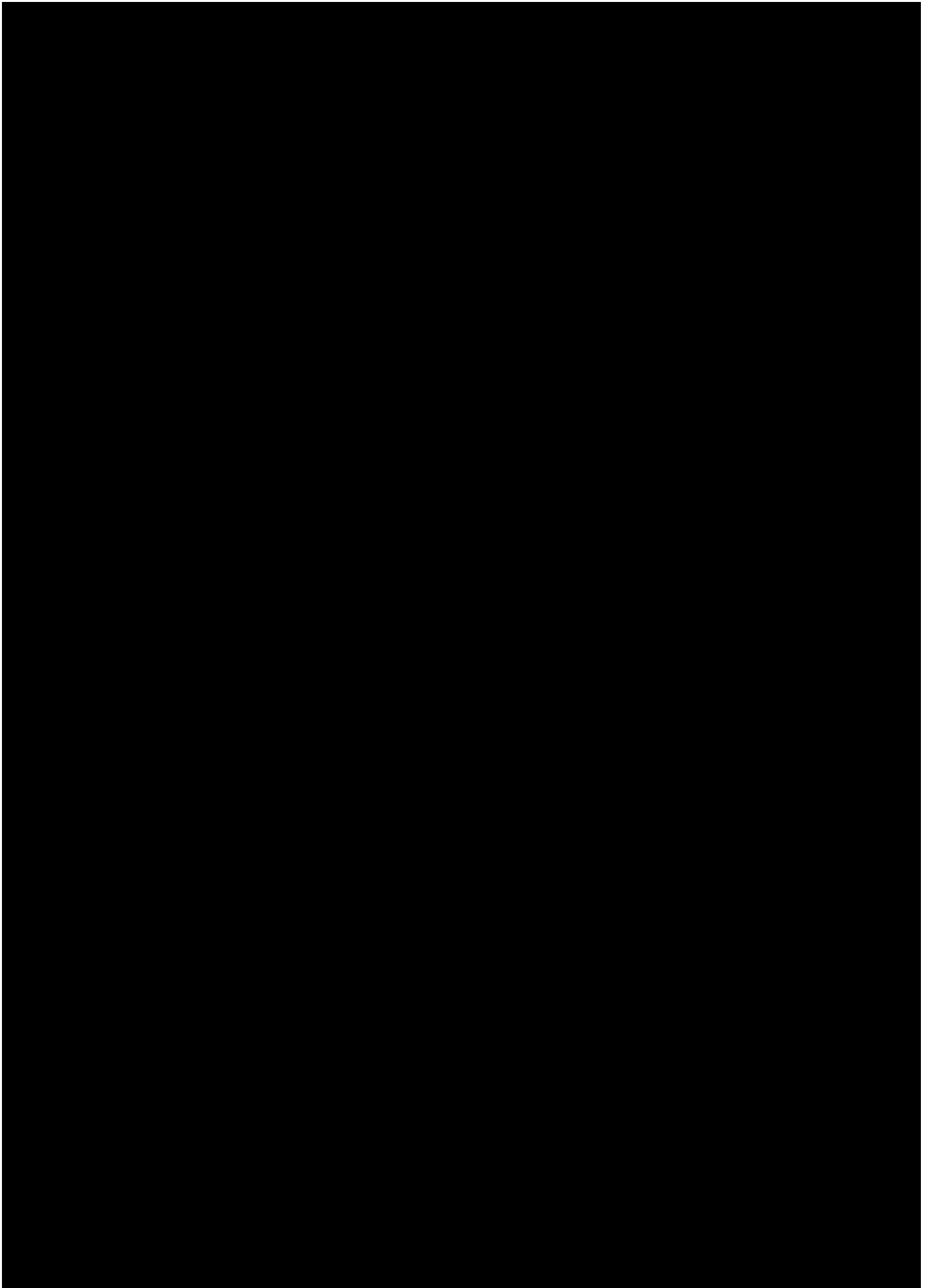




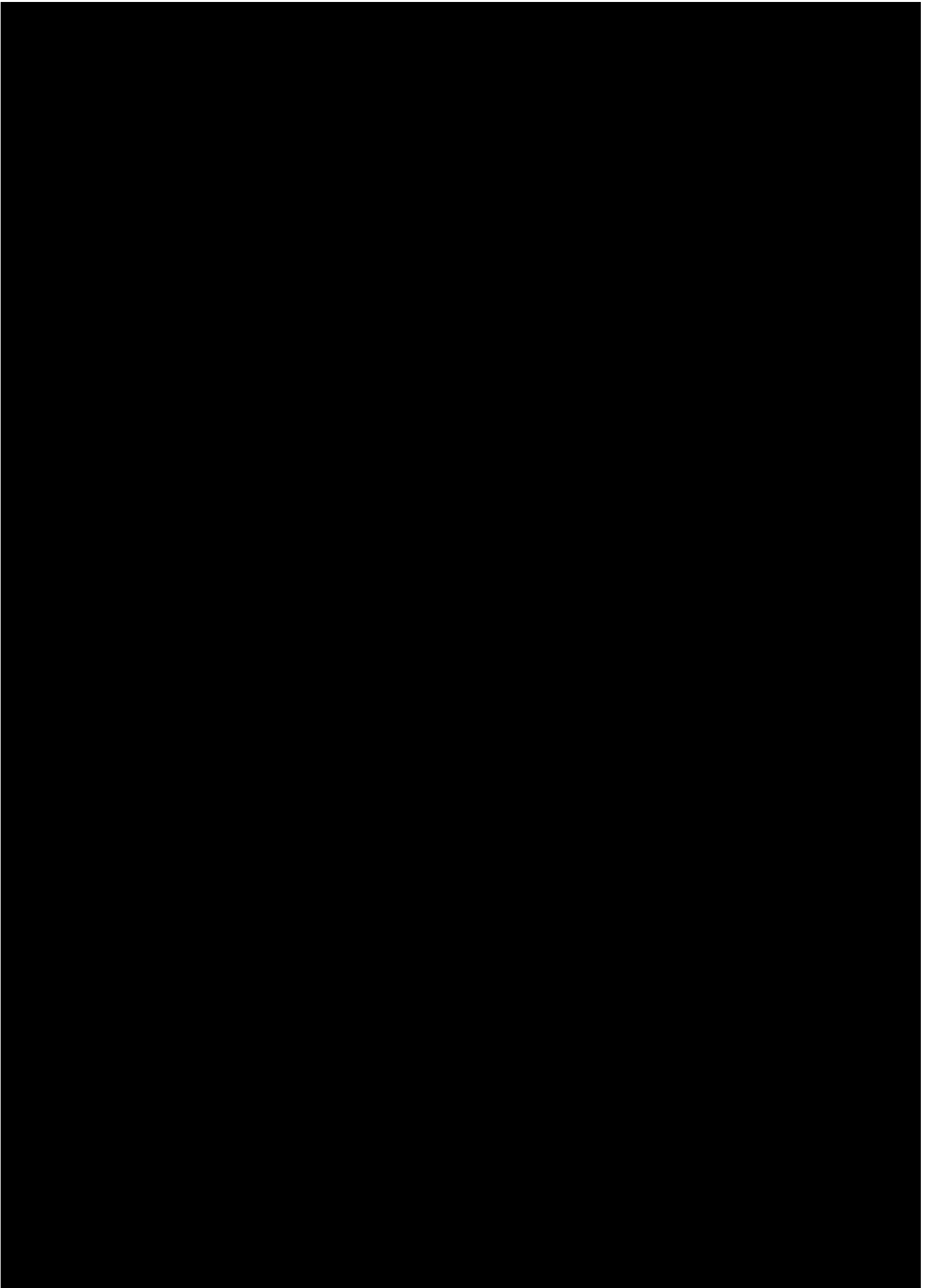


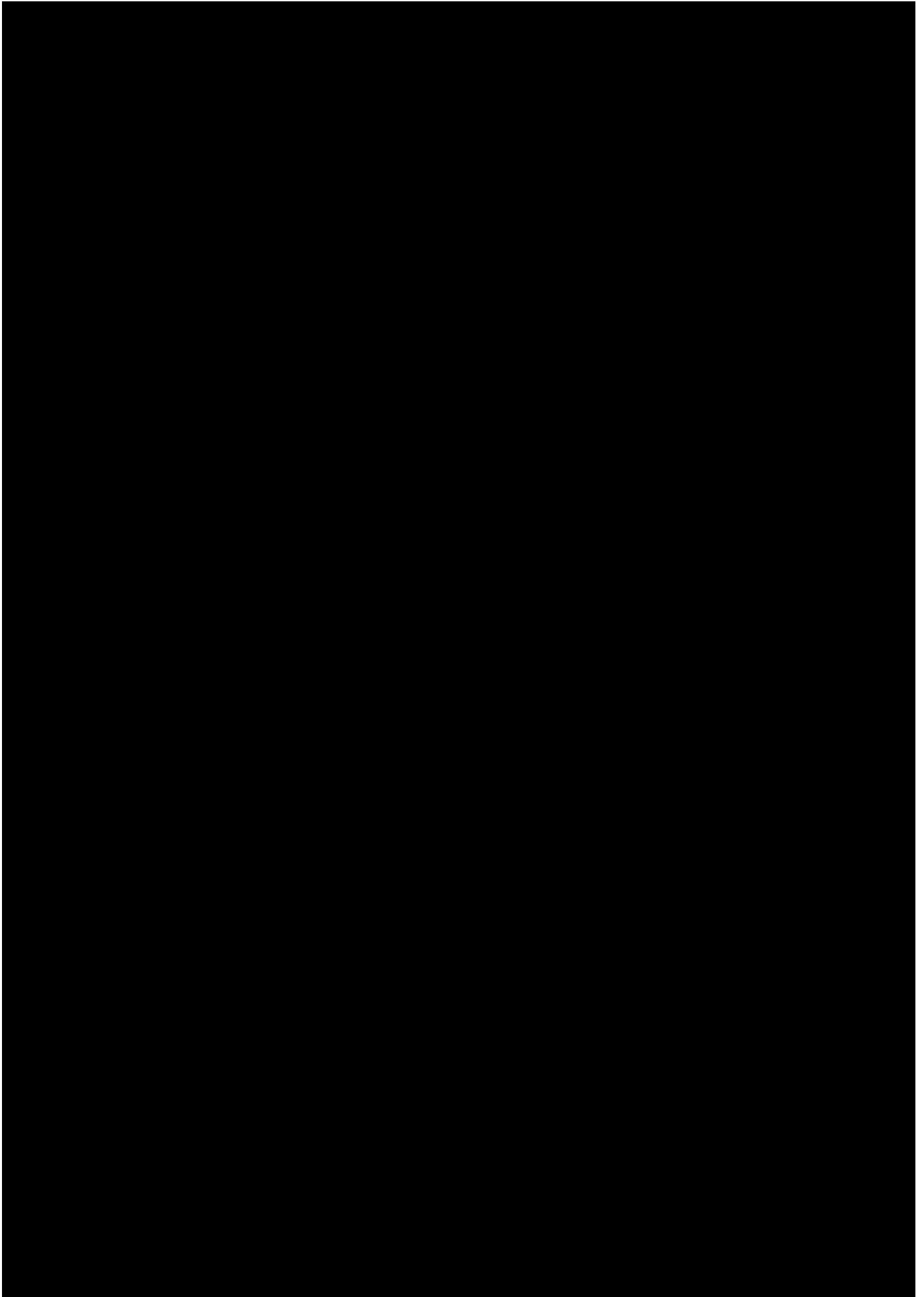


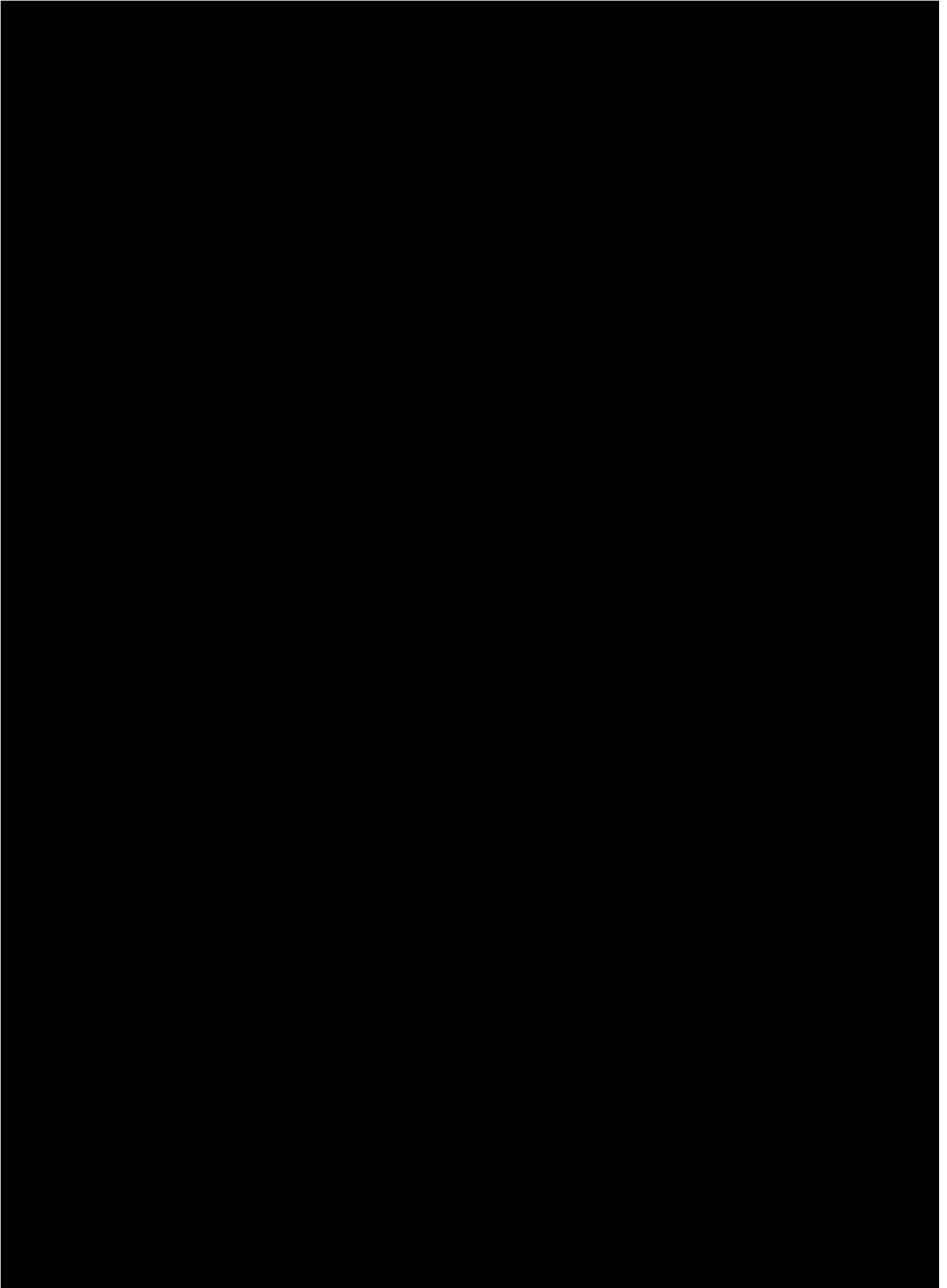


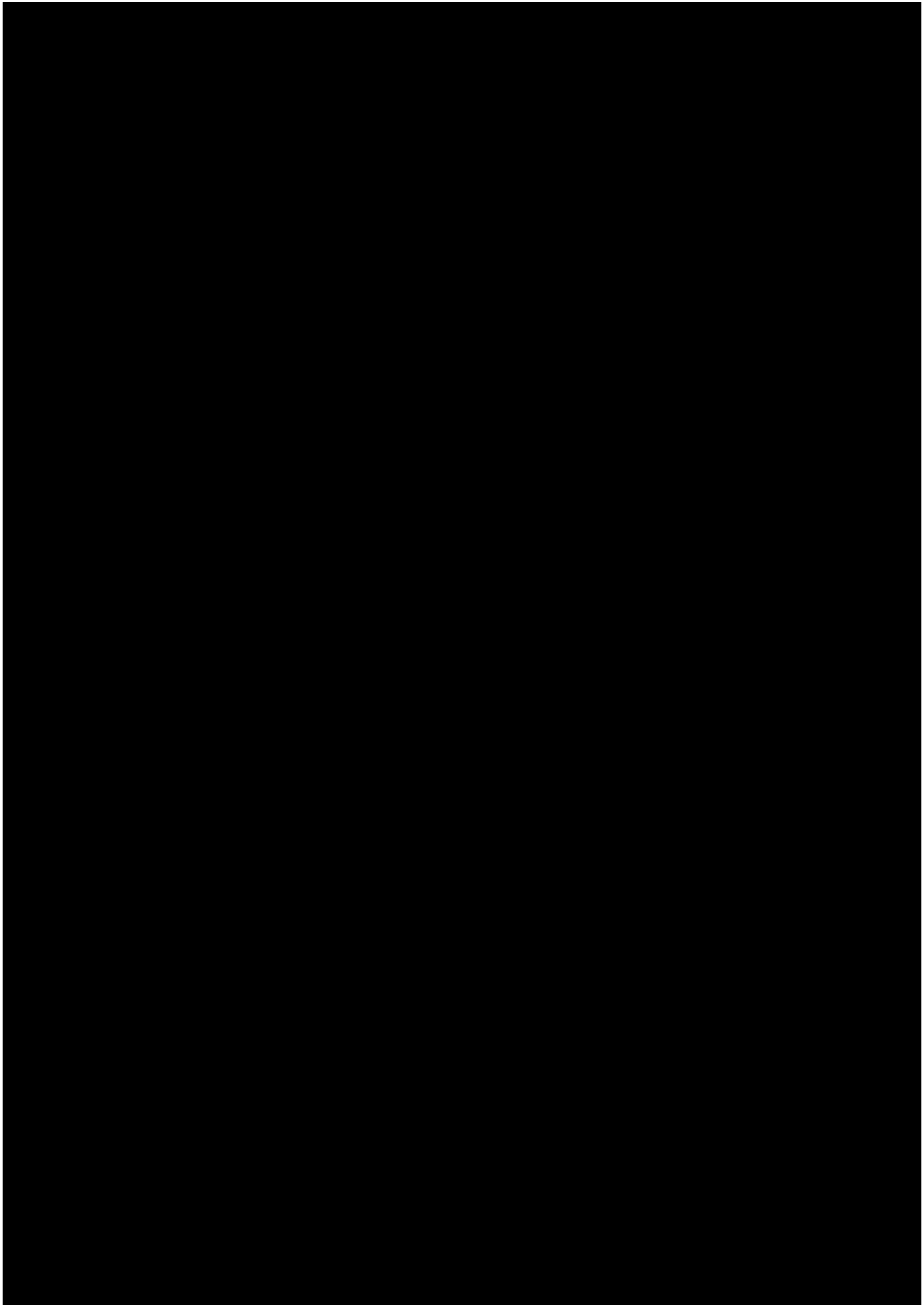


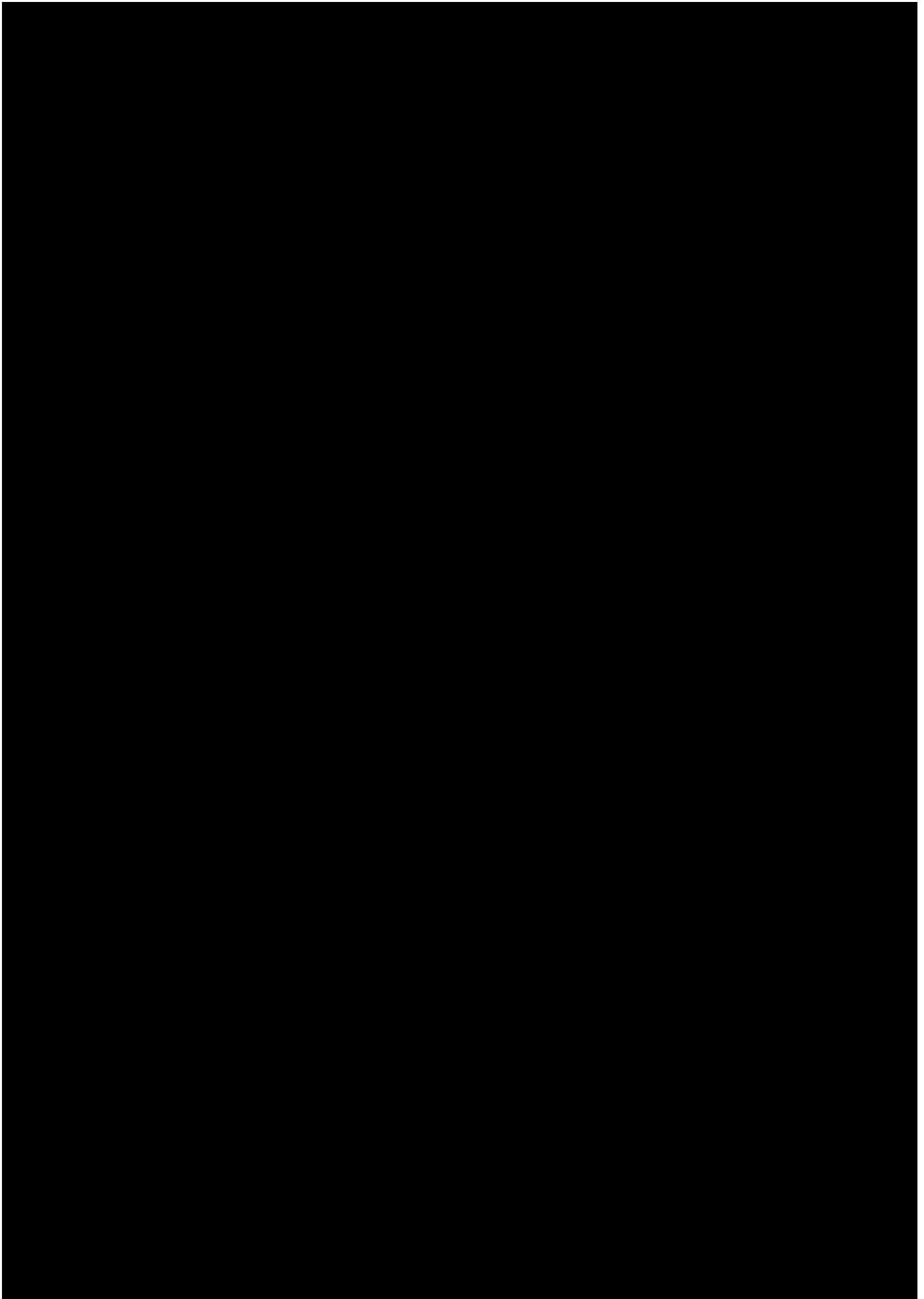


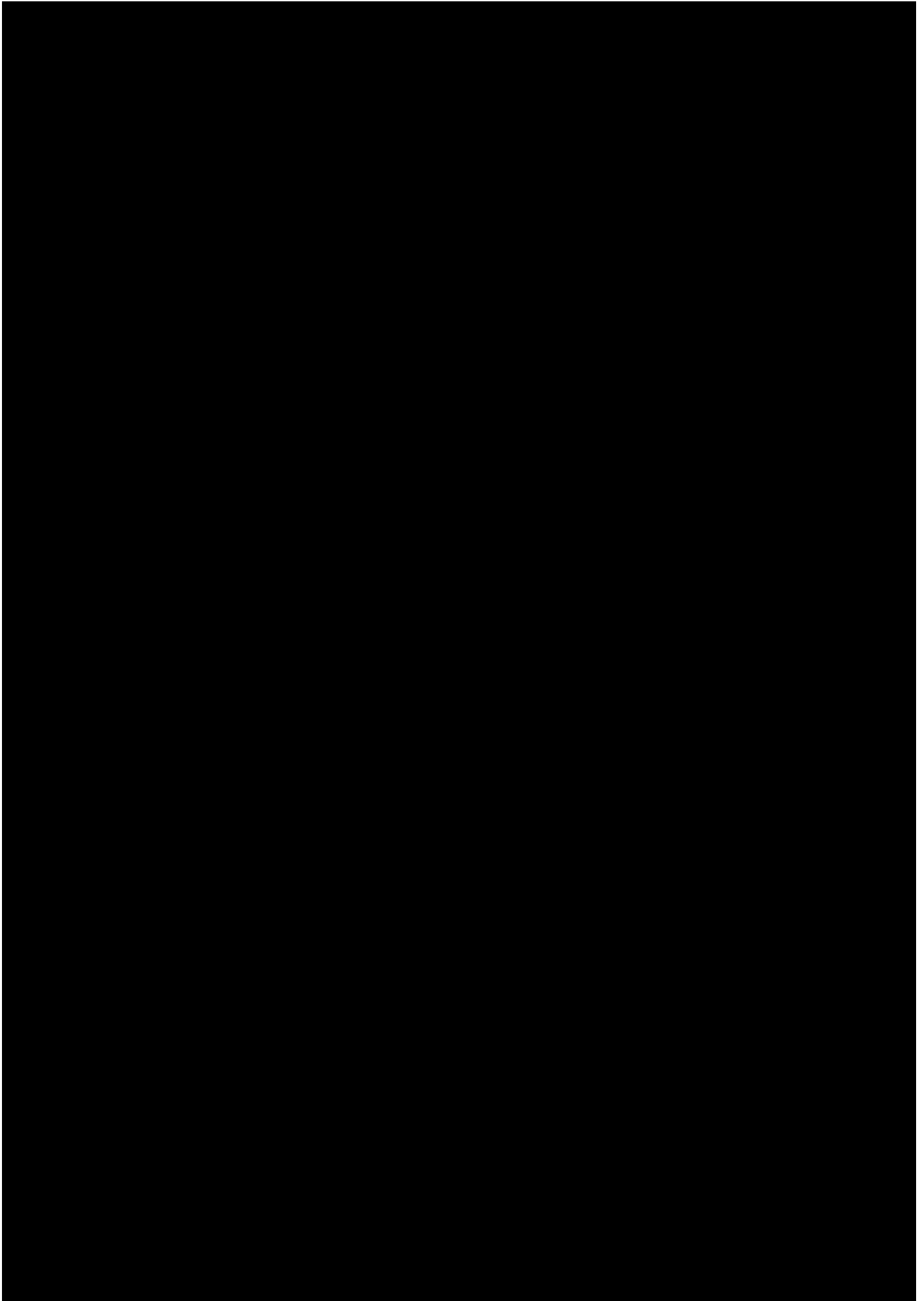


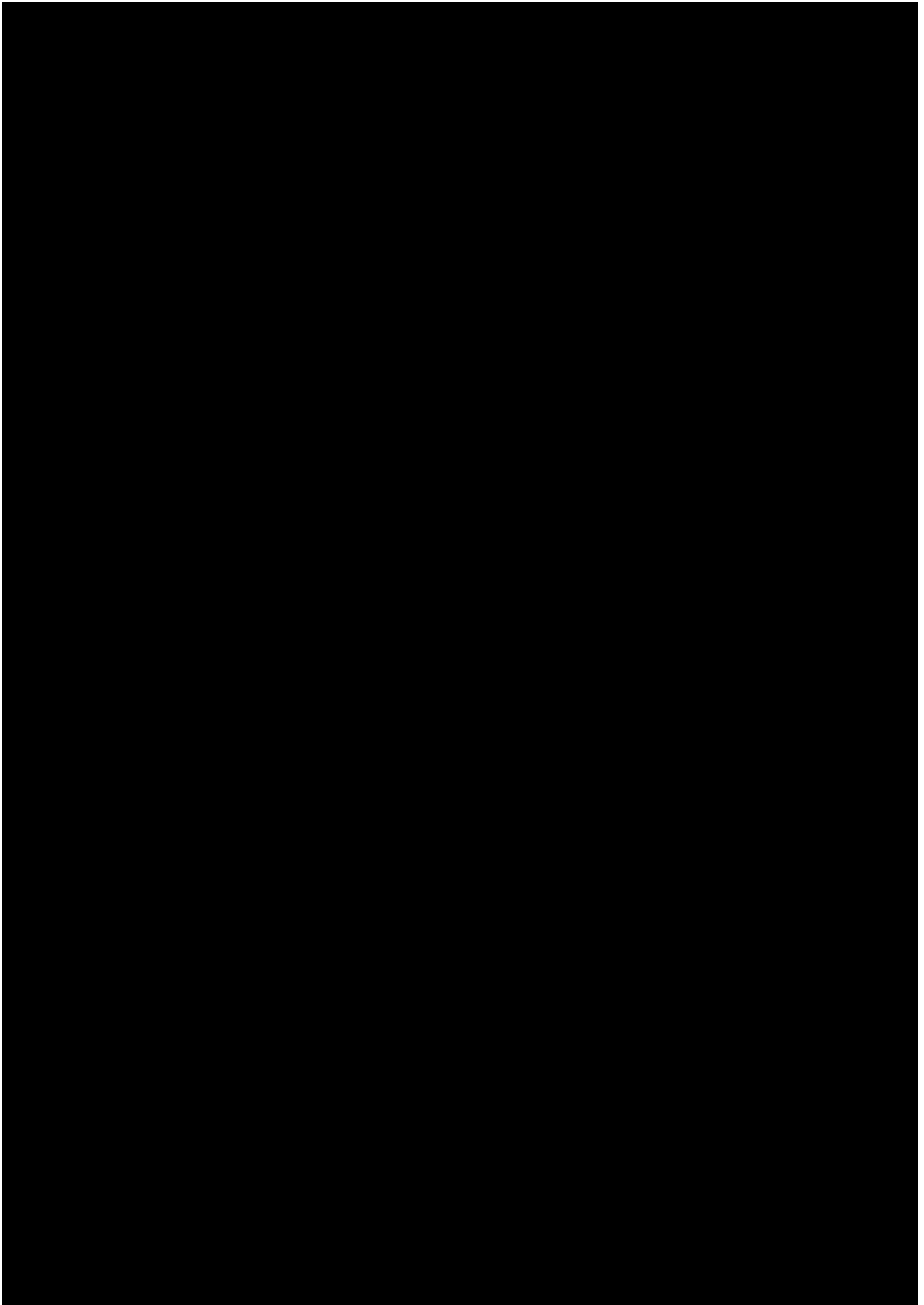


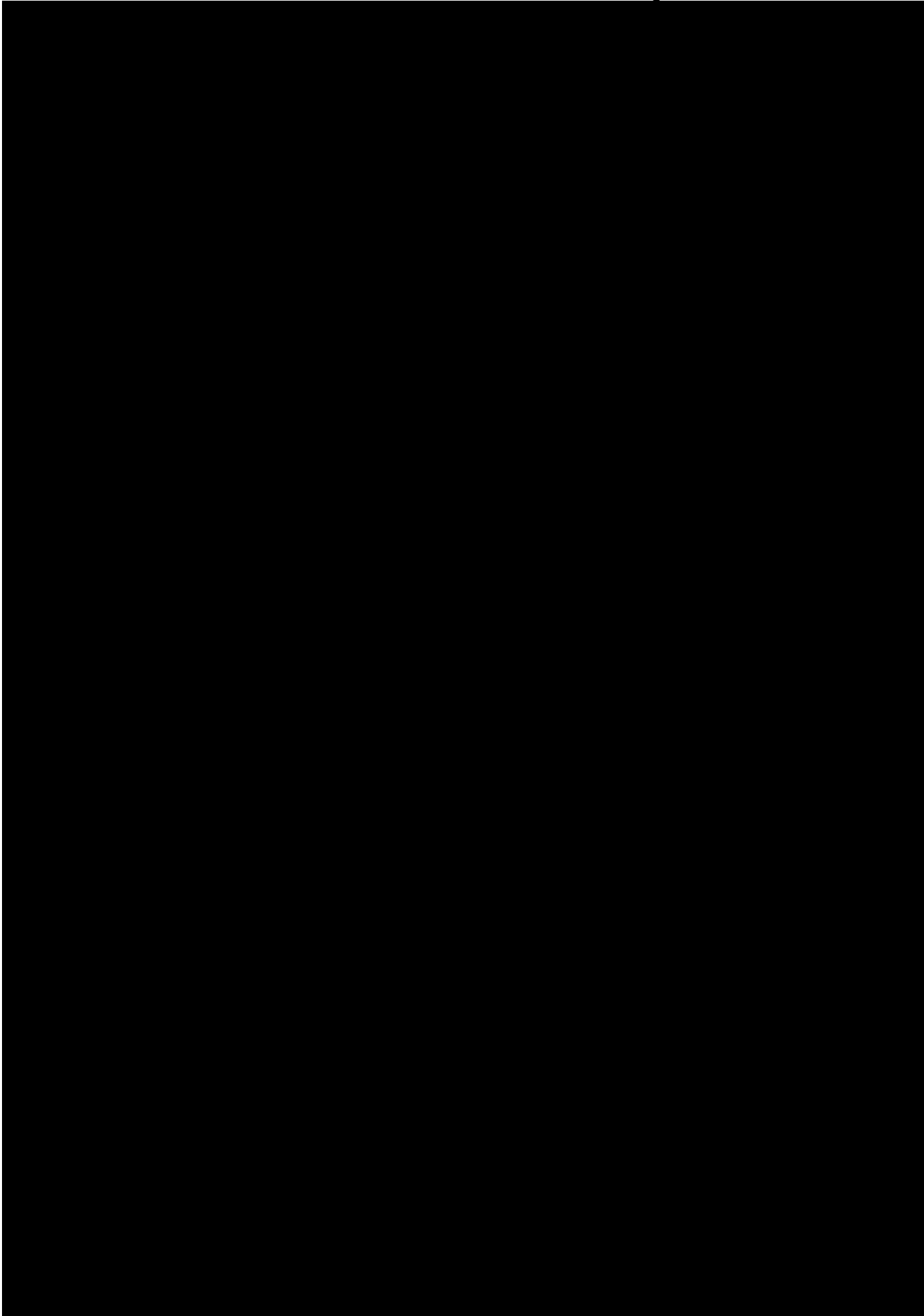




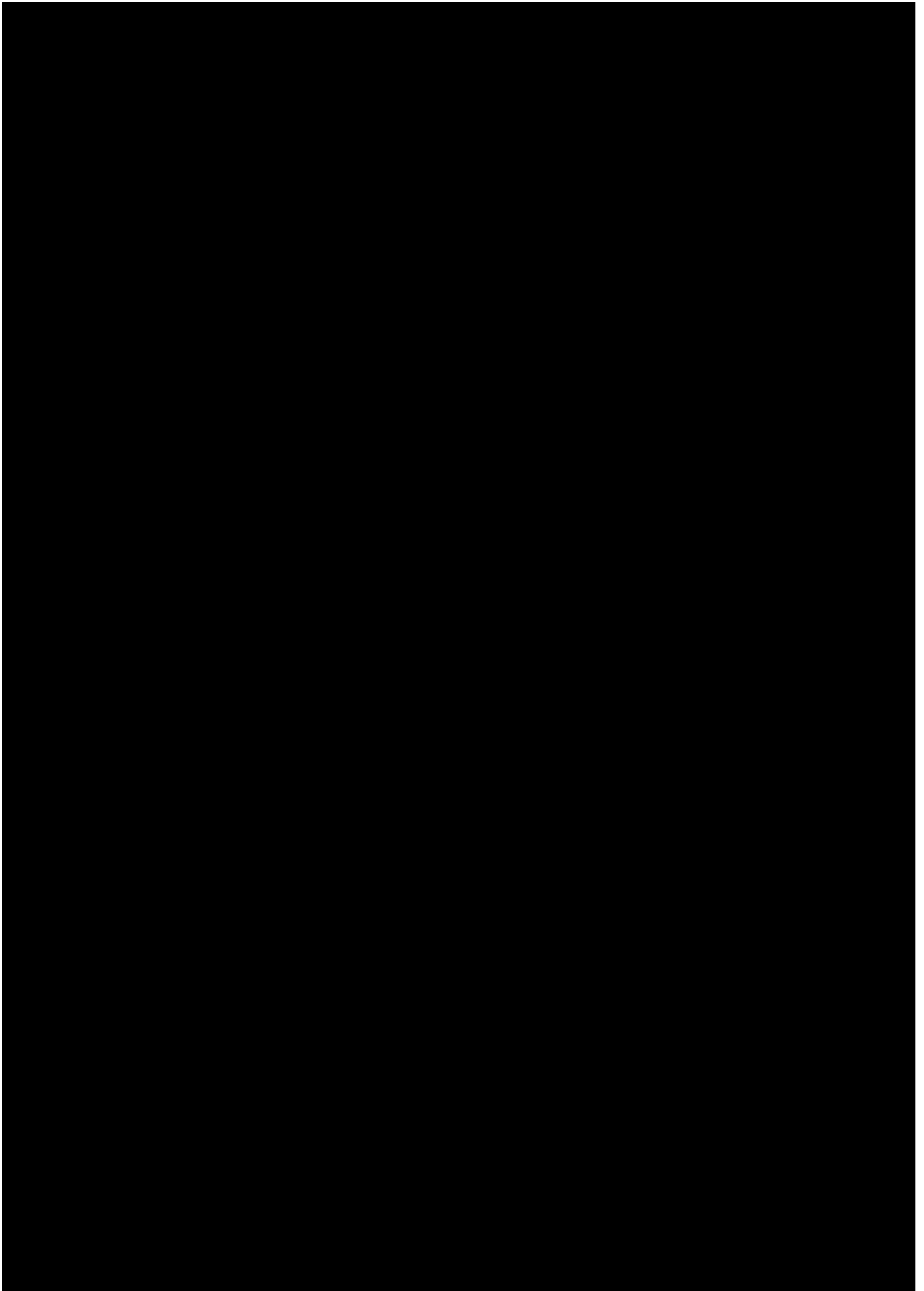


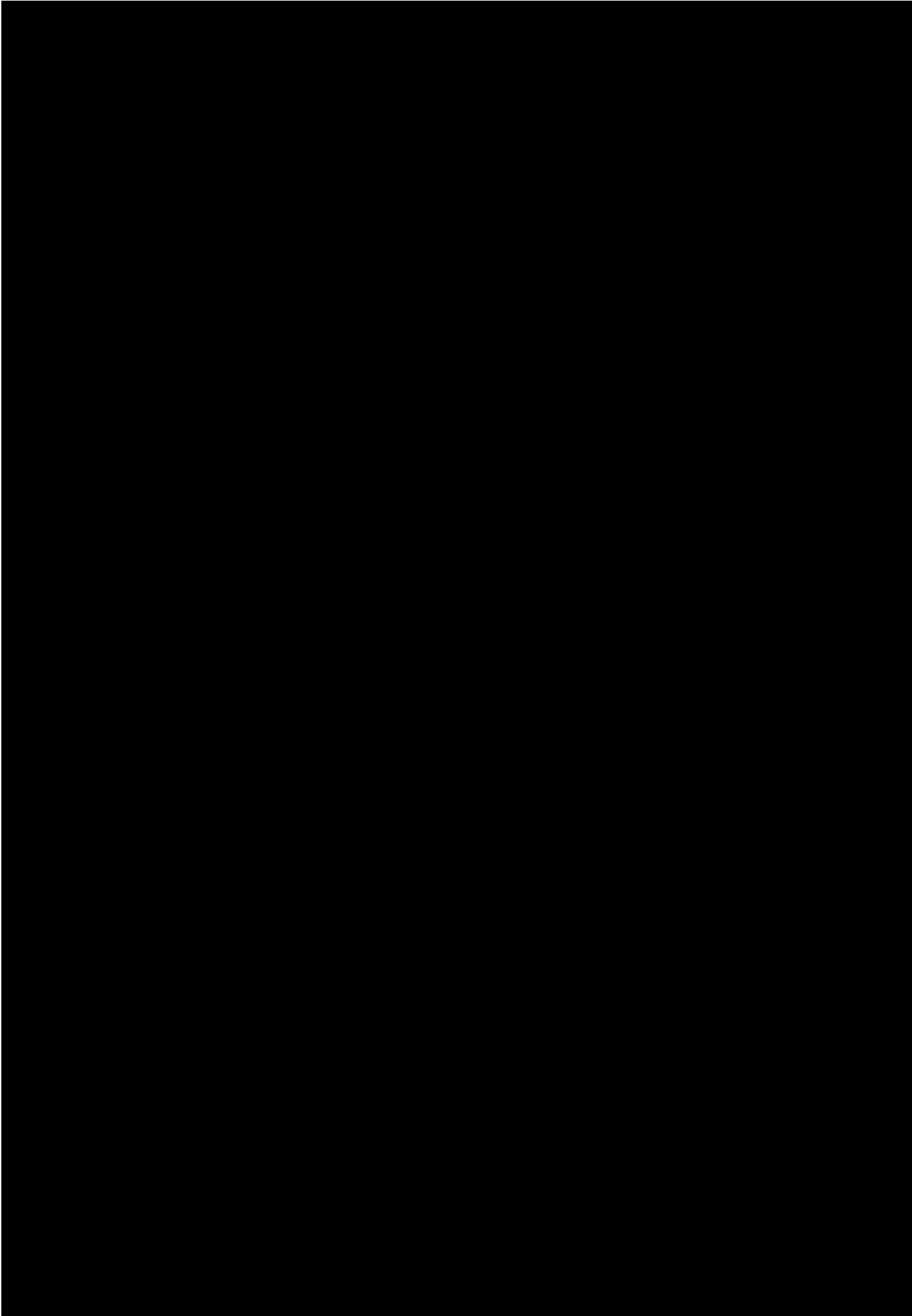


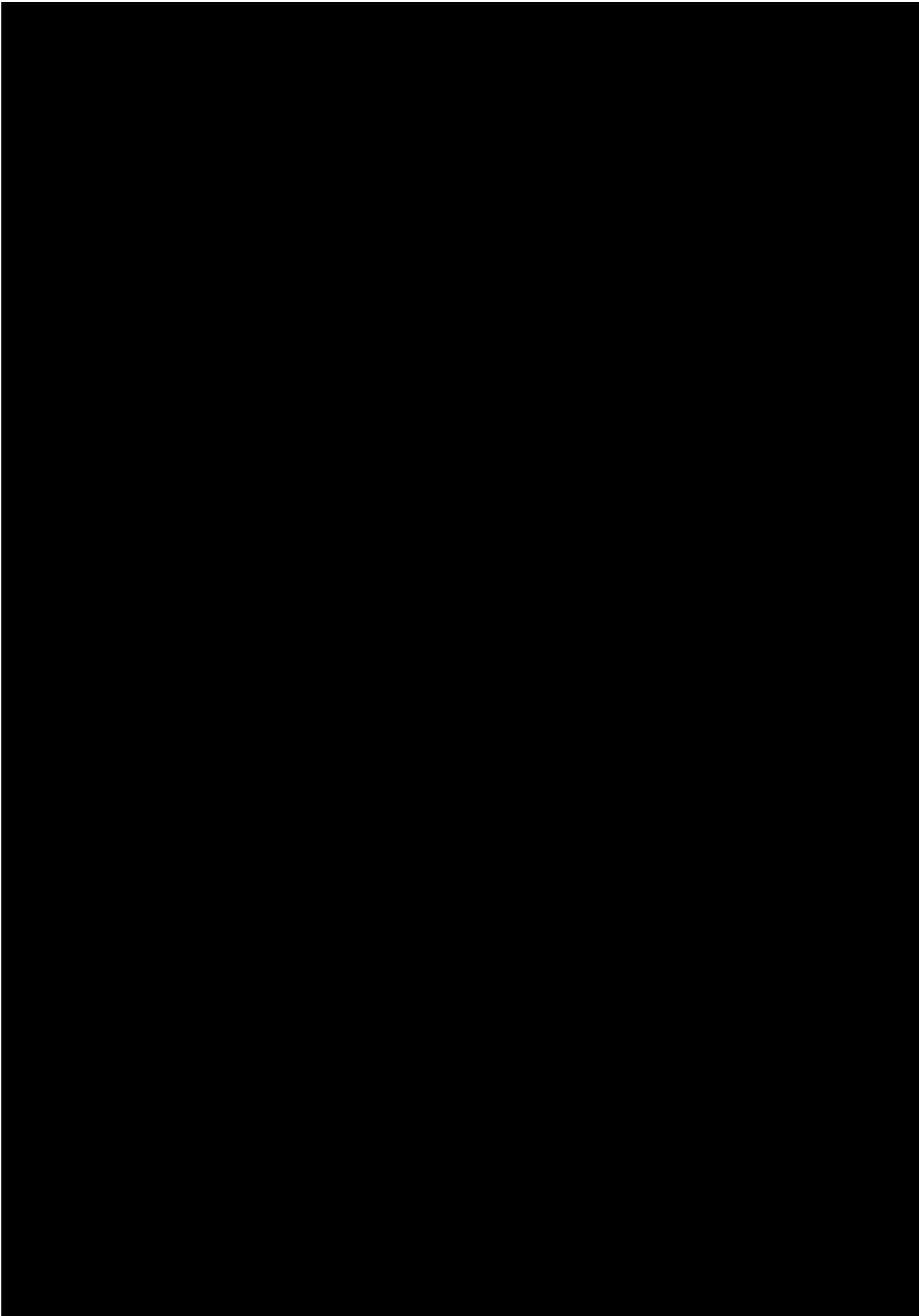


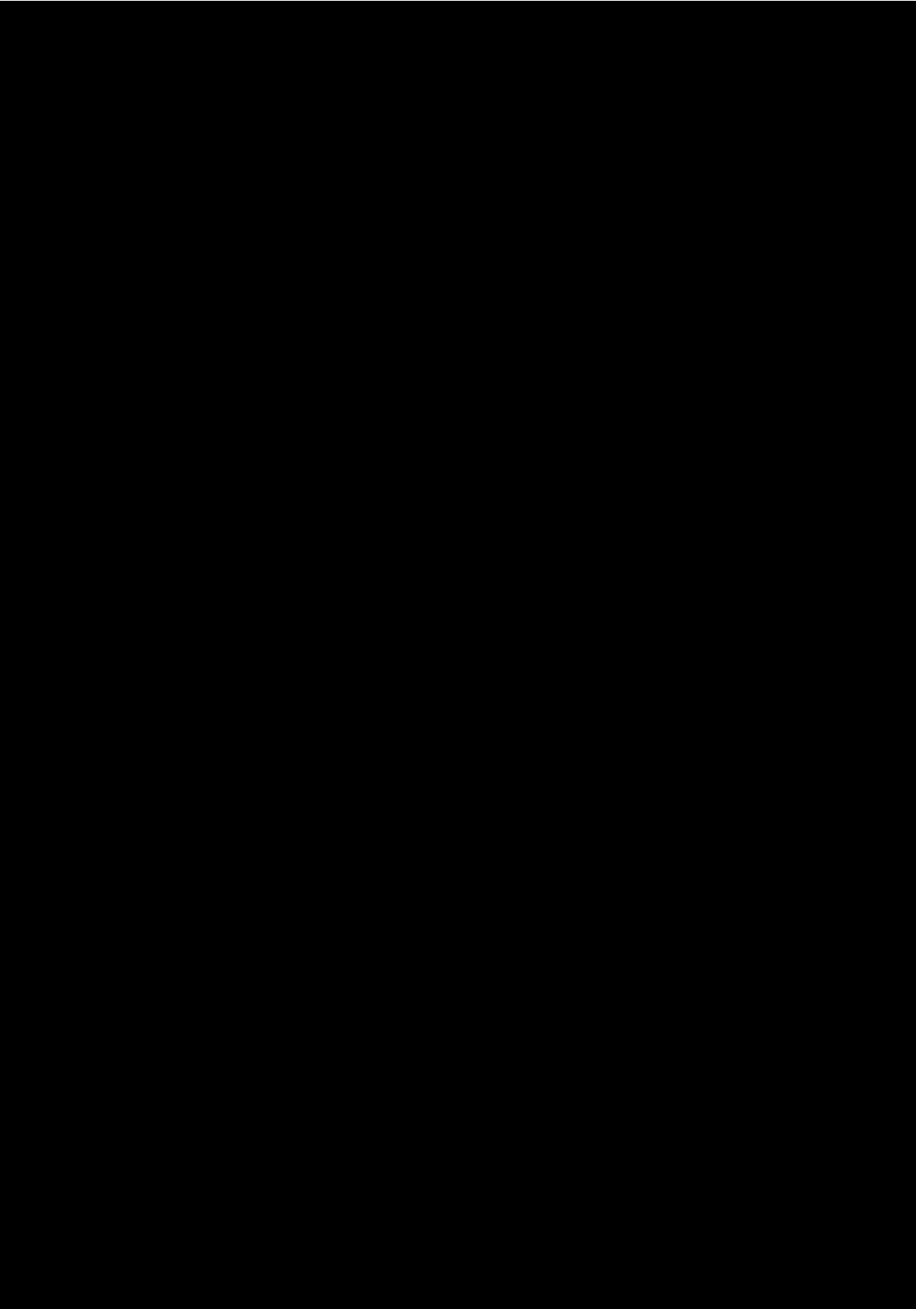


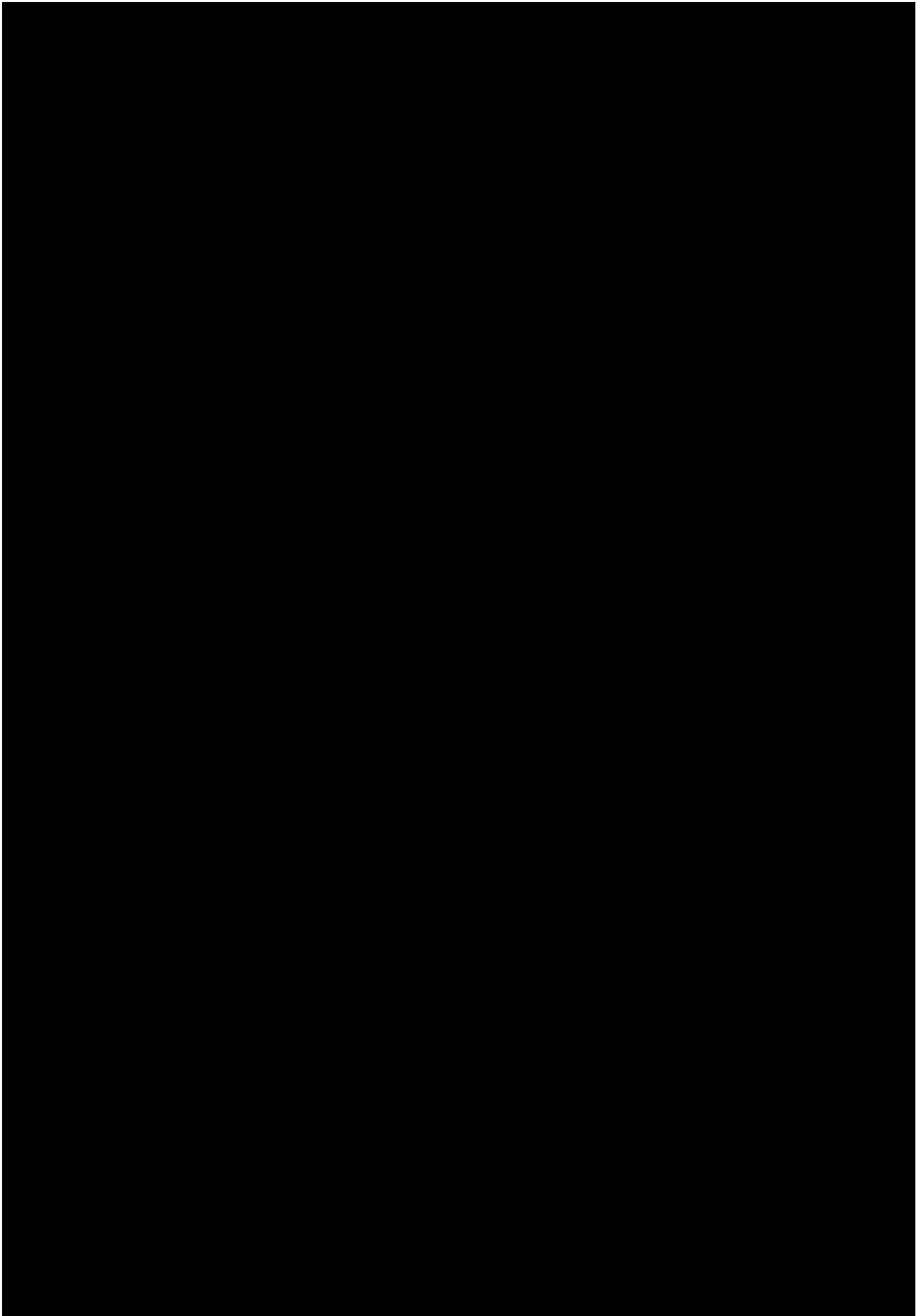


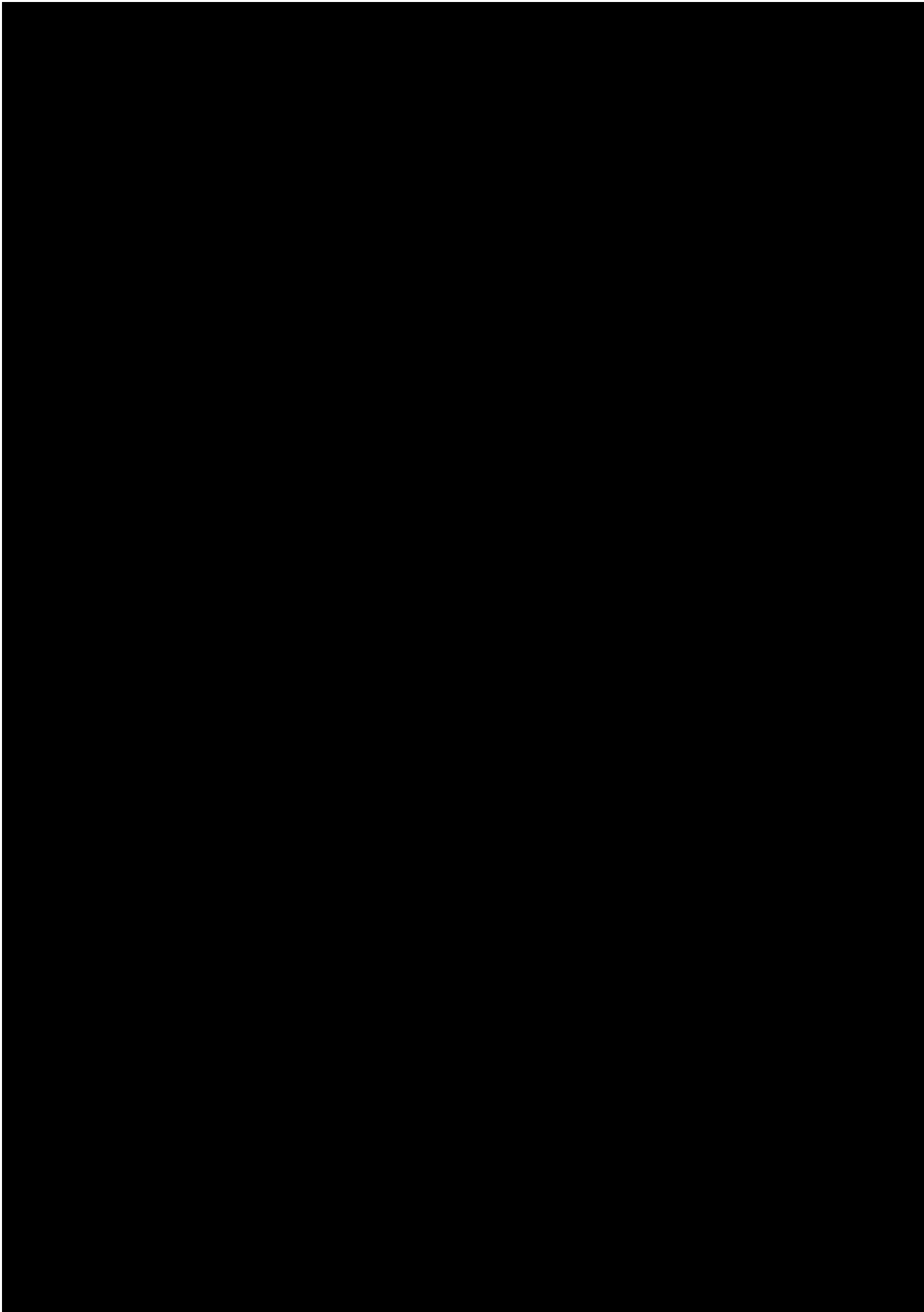


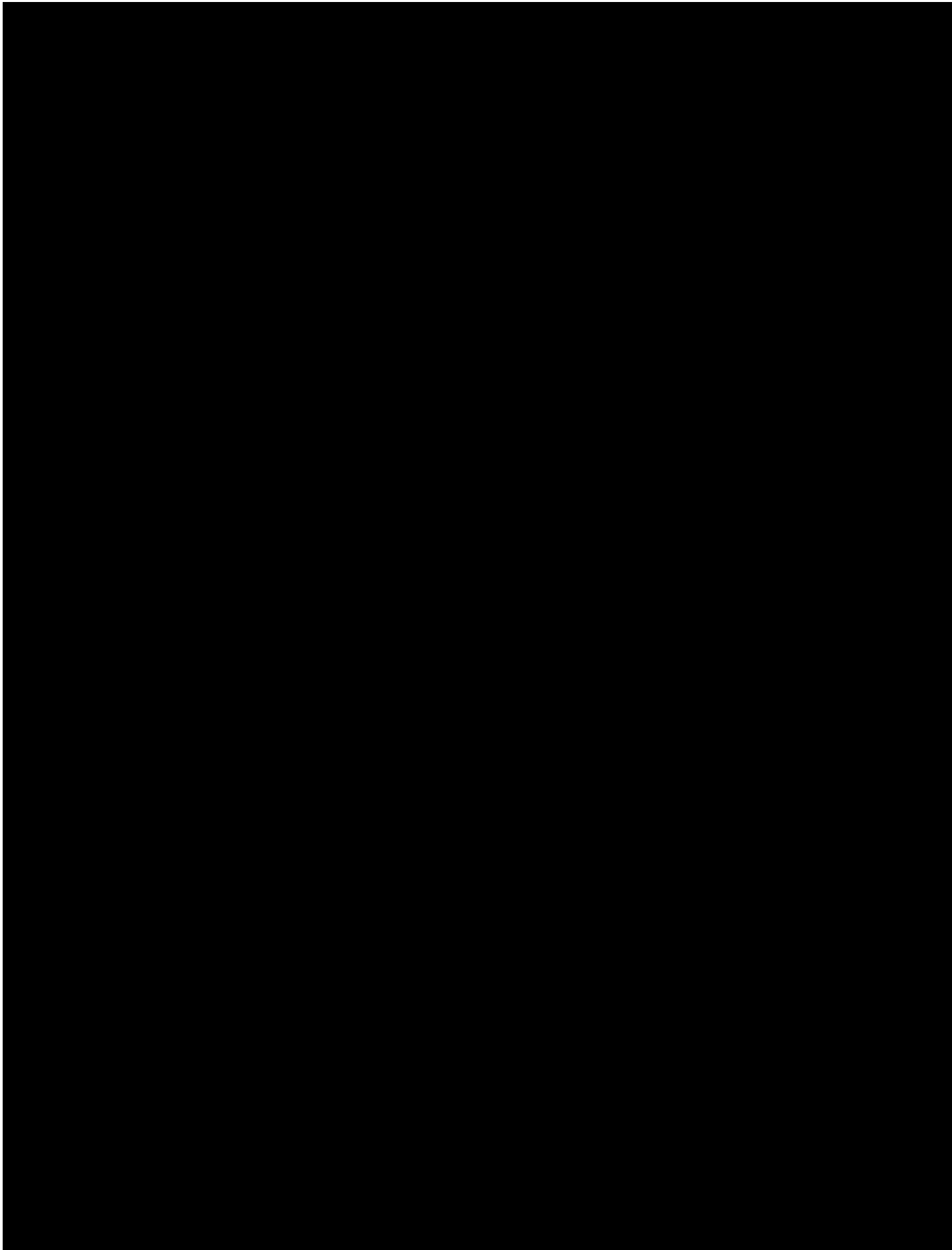












## ANNEX 5.18(b)

The following disclosures are limited to the first sentence of Section 5.18(b).

(i)

The following Patent, which is no longer used in connection with, nor material to, the Business, is co-owned between the Sellers and Ultratech Polymers, Inc. (the "Ultratech Patent").

Jurisdiction	Patent Title	Patent / Publication No. Issue / Publication Date	Application No. Filing Date	Current Owner
United States	SOLID STATE FRAGRANCING	10493177 12/03/2019	15/404,299 1/12/2017	Impact Products LLC  Ultratech Polymers, Inc.

The Sellers are the sole and exclusive owners of all right, title and interest in and to all Patents and Trademarks scheduled below (other than the Ultratech Patent), however, such Patents and Trademarks are subject to certain unreleased security interests, as noted below. All security interests scheduled here will be released concurrently with the Closing.


PATENTS




Jurisdiction	Patent Title	Patent / Publication No. Issue / Publication Date	Application No. Filing Date	Current Owner	Unreleased Security Interests
United States	SOLID STATE FRAGRANCING	9278152 3/08/2016	14/053,729 10/15/2013	Impact Products LLC	6/30/2020 Security Interest recorded by Impact Products LLC in favor of Ares Capital Corporation at Reel/Frame: 53084/0224  6/30/2020 Security Interest recorded by Impact Products


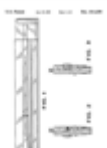




Jurisdiction	Patent Title	Patent / Publication No. Issue / Publication Date	Application No. Filing Date	Current Owner	Unreleased Security Interests
					LLC in favor of ACF Finco I LP at Reel/Frame: 53084/0253
United States	SOLID STATE FRAGRANCING	9422697 8/23/2016	13/803,327 3/14/2013	Impact Products, LLC	6/30/2020 Security Interest recorded by Impact Products LLC in favor of Ares Capital Corporation at Reel/Frame: 53084/0224  6/30/2020 Security Interest recorded by Impact Products LLC in favor of ACF Finco I LP at Reel/Frame: 53084/0253
United States	SOLID STATE FRAGRANCING	9863131 1/09/2018	15/215,617 7/21/2016	Impact Products LLC	6/30/2020 Security Interest recorded by Impact Products LLC in favor of Ares Capital Corporation at Reel/Frame: 53084/0224  6/30/2020 Security Interest recorded by Impact Products LLC in favor of ACF Finco I LP at Reel/Frame: 53084/0253
United States	SOLID STATE FRAGRANCING	9895463 2/20/2018	14/971,013 12/16/2015	Impact Products LLC	6/30/2020 Security Interest recorded by Impact Products LLC in favor of Ares Capital Corporation at Reel/Frame: 53084/0224  6/30/2020 Security Interest recorded by Impact Products




Jurisdiction	Patent Title	Patent / Publication No. Issue / Publication Date	Application No. Filing Date	Current Owner	Unreleased Security Interests
					LLC in favor of ACF Finco I LP at Reel/Frame: 53084/0253
United States	SOLID STATE FRAGRANCING	10493177 12/03/2019	15/404,299 1/12/2017	Impact Products LLC  Ultratech Polymers, Inc.	6/30/2020 Security Interest recorded by Impact Products LLC in favor of Ares Capital Corporation at Reel/Frame: 53084/0224  6/30/2020 Security Interest recorded by Impact Products LLC in favor of ACF Finco I LP at Reel/Frame: 53084/0253
United States	FRAGRANCE CONTROL	9234338 1/12/2016	13/804,987 3/14/2013	Impact Products, LLC	6/30/2020 Security Interest recorded by Impact Products LLC in favor of Ares Capital Corporation at Reel/Frame: 53084/0224  6/30/2020 Security Interest recorded by Impact Products LLC in favor of ACF Finco I LP at Reel/Frame: 53084/0253
United States	BUCKETLESS HANDLE	9320406 4/26/2016	13/827,232 3/14/2013	Impact Products LLC	6/30/2020 Security Interest recorded by Impact Products LLC in favor of Ares Capital Corporation at Reel/Frame: 53084/0224  6/30/2020 Security Interest recorded by Impact Products




Jurisdiction	Patent Title	Patent / Publication No. Issue / Publication Date	Application No. Filing Date	Current Owner	Unreleased Security Interests
					LLC in favor of ACF Finco I LP at Reel/Frame: 53084/0253
United States	CADDY FOR CLEANING SUPPLIES	7290651 11/06/2007	10/912,916 8/06/2004	Impact Products, LLC	6/30/2020 Security Interest recorded by Impact Products LLC in favor of Ares Capital Corporation at Reel/Frame: 53084/0224  6/30/2020 Security Interest recorded by Impact Products LLC in favor of ACF Finco I LP at Reel/Frame: 53084/0253
United States (Design)	HAND TRUCK 	D570068 5/27/2008	29/276,957 2/09/2007	Impact Products LLC Toledo, OH, United States of America	6/30/2020 Security Interest recorded by Impact Products LLC in favor of Ares Capital Corporation at Reel/Frame: 53084/0224  6/30/2020 Security Interest recorded by Impact Products LLC in favor of ACF Finco I LP at Reel/Frame: 53084/0253
United States (Design)	SOAP DISPENSER	D592899 5/26/2009	29/317,243 4/25/2008	Impact Products LLC Toledo, OH, United States of America	6/30/2020 Security Interest recorded by Impact Products LLC in favor of Ares Capital Corporation at Reel/Frame: 53084/0224

Jurisdiction	Patent Title	Patent / Publication No. Issue / Publication Date	Application No. Filing Date	Current Owner	Unreleased Security Interests
					6/30/2020 Security Interest recorded by Impact Products LLC in favor of ACF Finco I LP at Reel/Frame: 53084/0253
United States (Design)	URINAL MAT 	D625540 10/19/2010	29/351,281 12/03/2009	Impact Products LLC Toledo, OH, United States of America	6/30/2020 Security Interest recorded by Impact Products LLC in favor of Ares Capital Corporation at Reel/Frame: 53084/0224  6/30/2020 Security Interest recorded by Impact Products LLC in favor of ACF Finco I LP at Reel/Frame: 53084/0253
United States (Design)	URINAL SCREEN 	D630714 1/11/2011	29/351,885 12/14/2009	Impact Products LLC Toledo, OH, United States of America	6/30/2020 Security Interest recorded by Impact Products LLC in favor of Ares Capital Corporation at Reel/Frame: 53084/0224  6/30/2020 Security Interest recorded by Impact Products LLC in favor of ACF Finco I LP at Reel/Frame: 53084/0253



Jurisdiction	Patent Title	Patent / Publication No. Issue / Publication Date	Application No. Filing Date	Current Owner	Unreleased Security Interests
United States (Design)	<a href="#">CONTAINER FOR LIQUIDS</a> 	D354414 1/17/1995	29/014,405 10/20/1993	Impact Products, LLC Toledo, OH United States of America	4/05/2006 Security Interest recorded by Impact Products LLC and New Impact Holdings LLC in favor of Patriot Capital Funding, Inc. at Reel/Frame: 17435/0479  4/05/2006 Security Interest recorded by Impact Products LLC and New Impact Holdings LLC in favor of Patriot Capital Funding, Inc. at Reel/Frame: 17435/0490  This is an expired design patent that is no longer used in, nor material to, the Company.
United States (Design)	<a href="#">FLOOR PROTECTION DEVICE</a> 	D411630 6/29/1999	29/089,461 6/16/1998	Impact Products, LLC Toledo, OH United States of America	1/04/2002 Security Interest recorded by Pelco in favor of Wells Fargo Bank, National Association at Reel/Frame: 12407/0680  This security interest was recorded against D411630 due to a typo on the schedule; the security interest by Pelco in favor of Wells Fargo should have been recorded against D411530
United States (Design)	<a href="#">SANITARY NAPKIN RECEPTACLE</a>	D366743	29/032,009	Impact Products, LLC	4/05/2006 Security Interest recorded by Impact Products

Jurisdiction	Patent Title	Patent / Publication No. Issue / Publication Date	Application No. Filing Date	Current Owner	Unreleased Security Interests
		1/30/1996	12/12/1994	Toledo, OH United States of America	<p>LLC and New Impact Holdings LLC in favor of Patriot Capital Funding, Inc. at Reel/Frame: 17435/0479</p> <p>4/05/2006 Security Interest recorded by Impact Products LLC and New Impact Holdings LLC in favor of Patriot Capital Funding, Inc. at Reel/Frame: 17435/0490</p> <p>This is an expired design patent that is no longer used in, nor material to, the Company.</p>
United States (Design)	<p><a href="#">SOAP DISPENSER</a></p> 	D372824 8/20/1996	29/046,198 11/09/1995	Impact Products, LLC Toledo, OH United States of America	<p>4/05/2006 Security Interest recorded by Impact Products LLC and New Impact Holdings LLC in favor of Patriot Capital Funding, Inc. at Reel/Frame: 17435/0479</p> <p>4/05/2006 Security Interest recorded by Impact Products LLC and New Impact Holdings LLC in favor of Patriot Capital Funding, Inc. at Reel/Frame: 17435/0490</p> <p>This is an expired design patent that is no longer used in, nor material to, the Company.</p>

Jurisdiction	Patent Title	Patent / Publication No. Issue / Publication Date	Application No. Filing Date	Current Owner	Unreleased Security Interests
United States (Design)	<a href="#">BACKPACK</a> 	D692654 11/05/2013	29/452,976 4/24/2013	Impact Products, LLC Toledo, OH, United States of America	6/30/2020 Security Interest recorded by Impact Products LLC in favor of Ares Capital Corporation at Reel/Frame: 53084/0224  6/30/2020 Security Interest recorded by Impact Products LLC in favor of ACF Finco I LP at Reel/Frame: 53084/0253
United States (Design)	<a href="#">BAG HOLDER</a> 	D581122 11/18/2008	29/304,756 3/07/2008	Impact Products, LLC Toledo, OH, United States of America	6/30/2020 Security Interest recorded by Impact Products LLC in favor of Ares Capital Corporation at Reel/Frame: 53084/0224  6/30/2020 Security Interest recorded by Impact Products LLC in favor of ACF Finco I LP at Reel/Frame: 53084/0253
United States (Design)	<a href="#">BAG HOLDER</a> 	D580122 11/04/2008	29/304,769 3/07/2008	Impact Products, LLC Toledo, OH, United States of America	6/30/2020 Security Interest recorded by Impact Products LLC in favor of Ares Capital Corporation at Reel/Frame: 53084/0224  6/30/2020 Security Interest recorded by Impact Products LLC in favor of ACF Finco I LP at Reel/Frame: 53084/0253

Jurisdiction	Patent Title	Patent / Publication No. Issue / Publication Date	Application No. Filing Date	Current Owner	Unreleased Security Interests
					53084/0253
United States (Design)	<a href="#">BAG HOLDER</a> 	D569569 5/20/2008	29/276,961 2/09/2007	Impact Products, LLC Toledo, OH, United States of America	6/30/2020 Security Interest recorded by Impact Products LLC in favor of Ares Capital Corporation at Reel/Frame: 53084/0224  6/30/2020 Security Interest recorded by Impact Products LLC in favor of ACF Finco I LP at Reel/Frame: 53084/0253
United States (Design)	<a href="#">BUCKETLESS HANDLE</a> 	D742609 11/03/2015	29/448,832 3/14/2013	Impact Products, LLC Toledo, OH, United States of America	6/30/2020 Security Interest recorded by Impact Products LLC in favor of Ares Capital Corporation at Reel/Frame: 53084/0224  6/30/2020 Security Interest recorded by Impact Products LLC in favor of ACF Finco I LP at Reel/Frame: 53084/0253
United States (Design)	<a href="#">DOLLY</a> 	D549920 8/28/2007	29/248,026 7/26/2006	Impact Products, LLC Toledo, OH, United States of America	6/30/2020 Security Interest recorded by Impact Products LLC in favor of Ares Capital Corporation at Reel/Frame: 53084/0224  6/30/2020 Security Interest



Jurisdiction	Patent Title	Patent / Publication No. Issue / Publication Date	Application No. Filing Date	Current Owner	Unreleased Security Interests
					recorded by Impact Products LLC in favor of ACF Finco I LP at Reel/Frame: 53084/0253
United States (Design)	<a href="#">TRASH RECEPTACLE</a> 	D636959 4/26/2011	29/360,643 4/29/2010	Impact Products, LLC Toledo, OH, United States of America	<p>6/30/2020 Security Interest recorded by Impact Products LLC in favor of Ares Capital Corporation at Reel/Frame: 53084/0224</p> <p>6/30/2020 Security Interest recorded by Impact Products LLC in favor of ACF Finco I LP at Reel/Frame: 53084/0253</p>
United States (Design)	<a href="#">URINAL SCREEN</a>  :	D875896 2/18/2020	29/649,536 5/31/2018	Impact Products, LLC Toledo, OH, United States of America	<p>6/30/2020 Security Interest recorded by Impact Products LLC in favor of Ares Capital Corporation at Reel/Frame: 53084/0224</p> <p>6/30/2020 Security Interest recorded by Impact Products LLC in favor of ACF Finco I LP at Reel/Frame: 53084/0253</p>



TRADEMARKS

6/30/2020 Security Interest recorded by Impact Products LLC, a Delaware limited liability company in favor of ACF FinCo I LP, a Delaware limited partnership at Reel/Frame: 6983/0822

6/30/2020 Security Interest recorded by Impact Products LLC, a Delaware limited liability company in favor of Ares Capital Corporation, a Maryland corporation at Reel/Frame: 6983/0867

6/30/2020 Security Interest recorded by Impact Products LLC, a Delaware limited liability company in favor of ACF FinCo I LP, a Delaware limited partnership at Reel/Frame: 6983/0922

6/30/2020 Security Interest recorded by Impact Products LLC, a Delaware limited liability company in favor of Ares Capital Corporation, a Maryland corporation at Reel/Frame: 6983/0959

WHITE & Design, Reg. No. 0765046

3/23/2006 Security Interest recorded by Impact Products, LLC, a Delaware corporation and New Impact Holdings LLC, a Delaware limited liability company in favor of Patriot Capital Funding, Inc., a Delaware corporation at Reel/Frame: 3275/0461

[*Note: Impact Products, LLC is identified in the recordation and underlying security interest as a corporation rather than as a limited liability company. This is an expired Trademark that is no longer used in, nor material to, the Company.*]

3/23/2006 Security Interest recorded by Impact Products, LLC, a Delaware corporation and New Impact Holdings LLC, a Delaware limited liability company in favor of Patriot Capital Funding, Inc., a Delaware corporation at Reel/Frame: 3275/0489

[*Note: Impact Products, LLC is identified in the recordation and underlying security interest as a corporation rather than as a limited liability company. This is an expired Trademark that is no longer used in, nor material to, the Company.*]

(ii)

None.

**The following disclosures are limited to the second sentence of Section 5.18(b).**

None.