Case 24-11054-BLS Doc 362 Filed 09/18/24 Page 1 of 8 Docket #0362 Date Filed: 09/18/2024

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

Chapter 11

Liquidating Supply, Inc., et al., 1

Case No. 24-11054 (BLS)

Debtors.

(Jointly Administered)

Hearing Date: October 2, 2024 at 10:00 a.m. (ET)

Objection Deadline: September 25, 2024 at 4:00 p.m. (ET)

DEBTORS' FIFTH OMNIBUS MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE DEBTORS TO REJECT CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AS OF THE REJECTION DATE AND (II) GRANTING RELATED RELIEF

PARTIES RECEIVING THIS MOTION SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS LISTED ON EXHIBIT 1
TO THE PROPOSED ORDER ATTACHED HERETO AS EXHIBIT A.

The above-captioned debtors and debtors in possession (collectively, the "<u>Debtors</u>") in the above-captioned chapter 11 cases (the "<u>Chapter 11 Cases</u>") hereby submit this motion (this "<u>Motion</u>") for an order, substantially in the form attached hereto as <u>Exhibit A</u> (the "<u>Proposed Order</u>"), pursuant to sections 105(a) and 365 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>") and rules 6006 and 6007 of the Federal Rules of Bankruptcy Procedure (the "<u>Bankruptcy Rules</u>") (i) authorizing the Debtors to reject certain executory contracts ("<u>Executory Contracts</u>") and unexpired leases (the "<u>Leases</u>," together with the Executory Contracts, the "<u>Contracts</u>" and each individually, a "Contract") identified on **Exhibit 1** to the Proposed Order, effective as of the

¹ The Debtors in these chapter 11 proceedings, together with the last four digits of each Debtor's federal tax identification number, are: Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.) (0842); SSE Intermediate, Inc. (1772); SSE Buyer, Inc. (5901); Liquidating Impact, LLC (f/k/a Impact Products, LLC) (7450); and Liquidating SZ, LLC (f/k/a The Safety Zone, LLC) (4597). The Debtors' headquarters are located at 2840 Centennial Drive, Toledo, Ohio 43617.



dates listed on **Exhibit 1** to the Proposed Order (the "Rejection Date") and (ii) granting certain related relief. In support hereof, the Debtors respectfully submit as follows:

JURISDICTION AND VENUE

- 1. The United States Bankruptcy Court for the District of Delaware (this "Court") has jurisdiction over these Chapter 11 Cases, the Debtors, property of the Debtors' estates, and these matters under 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 is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A).
- 2. Pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), the Debtors consent to the entry of a final judgment or order with respect to this Motion if it is determined that this Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.
- 3. Venue of these Chapter 11 Cases in this district is proper under 28 U.S.C. §§ 1408 and 1409.
- 4. The statutory bases for the relief requested herein are sections 105 and 365 of the Bankruptcy Code and Bankruptcy Rules 6006 and 6007.

GENERAL BACKGROUND

5. On May 21, 2024 (the "<u>Petition Date</u>"), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. These Chapter 11 Cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b). *See* Docket No. 45. The Debtors are operating their business and managing their properties, as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. On June 3, 2024, the

Office of the United States Trustee for the District of Delaware (the "<u>U.S. Trustee</u>") appointed the Official Committee of Unsecured Creditors (the "<u>Committee</u>"). *See* Docket No. 82. As of the date hereof, no trustee or examiner, has been appointed in these Chapter 11 Cases.

7. Additional factual background regarding the Debtors, including their business operations, their corporate and capital structure, and the events leading to the filing of these Chapter 11 Cases is set forth in the *Declaration of Thomas Studebaker in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 3] (the "<u>First Day Declaration</u>"), which is incorporated herein by reference.²

FACTS RELEVANT TO THIS MOTION

- 8. As set forth in greater detail in the First Day Declaration and 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. 16], the Debtors initiated these Chapter 11 Cases to execute a value-maximizing sale of all or substantially all of the Debtors' business and assets.
- 9. On July 10, 2024, the Court entered the Order (A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Approving the

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² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration or the Sale Order (as defined below).

Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief [Docket No. 222] (the "Sale Order"), whereby the Court approved the sale of substantially all of the Debtors' assets (the "Sale") to the Purchaser. The Sale closed on July 19, 2024. See Docket No. 257. Since the Sale, the Debtors have been working with the Purchaser and providing certain transition services in accordance with that certain Transition Services Agreement, dated July 19, 2024 (the "TSA"). Pursuant to its terms, the TSA expired on September 17, 2024.

- 10. On September 4, 2024, the Court entered the Order (I) Granting Interim Approval of the Adequacy of Disclosures in the Combined Plan and Disclosure Statement; (II) Scheduling a Combined Hearing and Setting Deadlines Related Thereto; (III) Approving Solicitation Packages and Procedures; (IV) Approving the Form of Ballot; and (V) Granting Related Relief [Docket No. 342] which, among other things, approved the adequacy of the disclosures contained in the Amended Combined Joint Chapter 11 Plan of Liquidation and Disclosure Statement of Supply Source Enterprises, Inc. and Its Debtor Affiliates [Docket No. 344] (as amended, the "Combined Plan and Disclosure Statement").
- 11. In connection with their efforts to preserve and maximize the value of their estates and the expiration of the TSA, the Debtors have identified the Contracts as no longer necessary or beneficial to the Debtors' goal of winding down their operations and maximizing value for all creditors and stakeholders. The Contracts, including the Leases, do not benefit the Debtors on a going-concern basis and, thus, should be rejected rather than cause the Debtors' estates to potentially accrue administrative expenses in the form of payments under the Contracts. Additionally, the Debtors do not intend to abandon property in connection with rejection of the Leases, as the premises covered by such Leases have either already been vacated or will be used

by the Purchaser to support the Debtors' recently-sold operations. Accordingly, in the exercise of their business judgment, the Debtors seek to reject the Contracts as of the Rejection Date.

RELIEF REQUESTED

12. By this Motion the Debtors seek entry of the Proposed Order authorizing the Debtors to reject the Contracts, effective as of the Rejection Date and granting related relief.

BASIS FOR RELIEF

- 13. Section 365(a) of the Bankruptcy Code provides that a debtor, "subject to the court's approval, may assume or reject any executory contract or unexpired lease." 11 U.S.C. § 365(a). Courts routinely approve motions to reject executory contracts or unexpired leases upon a showing that the debtor's decision to take such action will benefit the debtor's estate and is an exercise of sound business judgment. *NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984) (stating that the traditional standard applied by courts to authorize the rejection of an executory contract is that of "business judgment"); *see also In re Taylor*, 913 F.2d 102 (3d Cir. 1990); *In re Buckhead Am. Corp.*, 180 B.R. 83 (Bankr. D. Del. 1995).
- 14. Courts generally will not second-guess a debtor's business judgment concerning the rejection of an executory contract or unexpired lease. *See In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001) ("A debtor's decision to reject an executory contract must be summarily affirmed unless it is the product of bad faith, or whim or caprice.") (internal quotations omitted). The "business judgment" test is not a strict standard; it merely requires a showing that either assumption or rejection of the executory contract or unexpired lease will benefit the debtor's estate. *N.L.R.B. v. Bildisco & Bildisco (In re Bildisco)*, 682 F.2d 72, 79 (3d Cir. 1982) (noting that the "usual test for rejection of an executory contract is simply whether rejection would benefit the estate"), *aff'd*, 465 U.S. 513. Further, "[s]ection 365 enables the trustee to maximize the value of the debtor's estate by assuming executory contracts and unexpired leases that benefit the estate

and rejecting those that do not." *L.R.S.C. Co. v. Rickel Home Ctrs., Inc.* (*In re Rickel Home Ctrs., Inc.*), 209 F.3d 291, 298 (3d Cir. 2000); *see also Stewart Title Guar. Co. v. Old Republic Nat'l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (finding that section 365 of the Bankruptcy Code "allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed").

- 15. The Debtors have validly exercised their business judgment by electing to reject the Contracts. As stated above, the Debtors have no use for the Contracts because the Debtors have sold substantially all of their assets to the Purchaser and the TSA period has now expired. Additionally, the Debtors seek to liquidate their remaining assets and winddown their operations, as further detailed in the Combined Plan and Disclosure Statement. Accordingly, the Debtors respectfully submit that it is appropriate, and within the Debtors' business judgment, to reject the Contracts as of the applicable Rejection Date to reduce any potential administrative burden to the estates.
- 16. Rejection as of the Rejection Date is appropriate here because the Purchaser does not wish to take on the Debtors' obligations under the Contracts and the Debtors intend to winddown their operations through the Combined Plan and Disclosure Statement, making the Contracts unnecessary for the Debtors on a go forward basis. Rejection of the Contracts as of the Rejection Date will preserve estate resources to the benefit of the Debtors' stakeholders by minimizing administrative expenses during the plan confirmation process.
- 17. Accordingly, the decision to reject the Contracts as of the Rejection Date is a proper exercise of the Debtors' business judgment, and rejection of the Contracts therefore should be approved pursuant to section 365(a) of the Bankruptcy Code.

REQUEST FOR IMMEDIATE RELIEF & WAIVER OF STAY

18. Pursuant to Bankruptcy Rule 6004(h), the Debtors seek a waiver of any stay of the effectiveness of an order granting this Motion, to the extent that it is applicable. Bankruptcy Rule 6004(h) provides that "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." The relief requested herein is essential to avoid the potential accrual of unnecessary administrative expenses. Accordingly, the Debtors submit that, to the extent that Bankruptcy Rule 6004(h) applies, ample cause exists to justify a waiver of the fourteen-day stay.

NOTICE

19. Notice of this Motion will be provided to the following parties or their respective counsel: (a) the U.S. Trustee; (b) counsel to the Committee; (c) counsel to the DIP Lender; (d) counsel to the Prepetition Secured Parties; (e) the Contract counterparties; and (f) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors respectfully submit that, in light of the nature of the relief requested, no further notice is necessary.

CONCLUSION

WHEREFORE, the Debtors respectfully request entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as is just.

Dated: September 18, 2024 Wilmington, Delaware Respectfully submitted,

/s/Katelin A. Morales

M. Blake Cleary (No. 3614) R. Stephen McNeill (No. 5210) Katelin A. Morales (No. 6683) Shannon A. Forshay (No. 7293)

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Counsel to the Debtors and Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

Chapter 11

Liquidating Supply, Inc., et al., 1

Case No. 24-11054 (BLS)

Debtors.

(Jointly Administered)

Hearing Date: October 2, 2024 at 10:00 a.m. (ET)

Objection Deadline: September 25, 2024 at 4:00 p.m. (ET)

NOTICE OF DEBTORS' FIFTH OMNIBUS MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE DEBTORS TO REJECT CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AS OF THE REJECTION DATE AND (II) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the "Debtors"), filed the Debtors' Fifth Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Reject Certain Executory Contracts and Unexpired Leases as of the Rejection Date and (II) Granting Related Relief (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court").

PLEASE TAKE FURTHER NOTICE that objections to the Motion, if any, must be in writing, filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 North Market Street, Wilmington, Delaware 19801, on or before **September 25**, **2024 at 4:00 p.m. (ET)** (the "Objection Deadline") and served upon and received by the undersigned attorneys for the Debtors.

¹ The Debtors in these chapter 11 proceedings, together with the last four digits of each Debtor's federal tax identification number, are: Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.) (0842); SSE Intermediate, Inc. (1772); SSE Buyer, Inc. (5901); Liquidating Impact, LLC (f/k/a Impact Products, LLC) (7450); and Liquidating SZ, LLC (f/k/a The Safety Zone, LLC) (4597). The Debtors' headquarters are located at 2840 Centennial Drive, Toledo, Ohio 43617.

PLEASE TAKE FURTHER NOTICE that, if any objections to the Motion are received, the Motion and such objections shall be considered at a hearing before the Honorable Brendan L. Shannon at the Bankruptcy Court, 824 Market Street, 6th Floor, Courtroom No. 1, Wilmington, Delaware 19801 on October 2, 2024 at 10:00 a.m. (ET).

IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: September 18, 2024 Wilmington, Delaware Respectfully submitted,

/s/ Katelin A. Morales

M. Blake Cleary (No. 3614) R. Stephen McNeill (No. 5210) Katelin A. Morales (No. 6683) Shannon A. Forshay (No. 7293)

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Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

	Re: Docket No
Debtors.	(Jointly Administered)
Liquidating Supply, Inc., et al.,1	Case No. 24-11054 (BLS)
In re:	Chapter 11

ORDER (I) AUTHORIZING THE DEBTORS TO REJECT CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AS OF THE REJECTION DATE AND (II) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")² of the debtors and debtors in possession in the above-captioned cases (the "Debtors") for entry of an order, pursuant to sections 105(a) and 365 of the Bankruptcy Code and rules 6006 and 6007 of the Bankruptcy Procedure; and the Court having reviewed the Motion and having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) venue is proper in this district pursuant to 28 U.S.C. § 1409, (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b), and (iv) notice of the Motion was adequate and that no other or further notice is necessary; and after due deliberation the Court having determined that the relief requested in the Motion is necessary and essential for the administration of the Debtors' estates and such relief is in the best interests of the Debtors, their estates, their creditors, and all other parties-in-interest; and the legal and factual bases set forth in

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

the Motion having established just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

- 1. The Motion is granted as set forth herein.
- 2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code, each of the Contracts set forth on **Exhibit 1** attached hereto is hereby rejected effective as of the applicable Rejection Date noted in **Exhibit 1**.
- 3. The Debtors are hereby authorized to execute and deliver all instruments and documents, and take such other actions as may be necessary or appropriate, to implement and effectuate this Order.
- 4. Notwithstanding the relief granted herein and any actions taken hereunder, nothing in the Motion or this Order shall: (a) constitute an admission as to the validity or priority of any claim against the Debtors; (b) constitute a waiver of the Debtors' rights to dispute any claim; or (c) constitute a determination that the Contracts were executory, unexpired, or otherwise not in full force and effect as of the applicable Rejection Date.
- 5. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon its entry.
- 6. Within two (2) business days after entry of this Order, the Debtors shall serve a copy of this Order on the Contract counterparties.
- 7. Any rejection damage claims shall be filed by the respective Contract counterparty within thirty (30) days after service of this Order.
- 8. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Exhibit 1

Rejected Contracts

Debtor(s)	Counterparty	Rejected Contract/Lease	Contract Description	Rejection Date
Liquidating SZ, LLC (f/k/a The Safety Zone, LLC)	Affiliated Distributors Safety Network Division (AD)	Customer	Financial Agreement between AD Safety Network Division (AD) and The Safety Zone, LLC.	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Affiliated Distributors	Customer	Rebate Program Agreement between Affiliated Distributors and Supply Source Enterprises, Inc.	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Amazon	Customer	Rebate Program Agreement between Amazon and Supply Source Enterprises, Inc.	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Banana Products	Vendor	Rental Agreement between Banana Products and Supply Source Enterprises, Inc	September 18, 2024
Liquidating SZ, LLC (f/k/a The Safety Zone, LLC)	Dot Foods Inc.	Customer	Letter of Understanding between Dot Foods, Inc. and The Safety Zone LLC	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	NetPlus Alliance	Customer	Rebate Program Agreement between NetPlus Alliance and Supply Source Enterprises, Inc	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	All Coast Logistics and Warehousing, Inc.	Lease - Property	Lease agreement entered on May 23, 2022, between All Coast Logistics and Warehousing Inc., and Supply Source Enterprises for property located at 1759 Sheridan Street, Richmond, Indiana	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Andersen Material Handling	Vendor	Rental and Shipping Agreements between Andersen Material Handling and Supply Source Enterprises, Inc.	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Boomi, LP	Vendor	Yearly Subscription Renewal Order form between Boomi, LP and Supply Source Enterprises, Inc.	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Canon Financial Services, Inc.	Vendor	Equipment Lease between Canon Financial Services, Inc. and Supply Source Enterprises, Inc.	September 18, 2024
Liquidating Impact, LLC (f/k/a Impact Products, LLC)	Centennial Road LLC	Lease - Property	Lease agreement entered on August 1, 2023 between 2840 Centennial Road LLC, 367 Arco Drive, LLC, and Impact Products LLC for property located at 2840 Centennial Road, Toledo, Ohio	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Concur Technologies, Inc.	Vendor	Order form between Concur Technologies, Inc. and Supply Source Enterprises, Inc.	September 30, 2024

Liquidating SZ, LLC (f/k/a The Safety Zone, LLC)	CPT Caballero Industrial II LLC	Lease - Property	Lease agreement entered on October 5, 2023, between CPT Caballero Industrial II LLC and The Safety Zone, LLC for property located at 6250 Capallero Boulevard, Buena Park, California	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Duo Security LLC	Vendor	Monthly subscription arrangements between DUO Security and Supply Source Enterprises, Inc.	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Ecmarket inc. (Conexiom)	Vendor	Subscription Agreement between Ecmarket inc. and Supply Source Enterprises, Inc.	September 18, 2024
Liquidating SZ, LLC (f/k/a The Safety Zone, LLC)	Essex Realty LLC	Lease - Property	Lease agreement entered between Seidman Essex Realty LLC, and The Safety Zone, LLC for property located at 39 Industrial Park Road, Essex, Connecticut	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	FedEx	Vendor	Managed through an Enterprise agreement between CoreTrust Purchasing Group LLC and Supply Source Enterprises, Inc.	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Kuehne + Nagel	Vendor	Letter of Authorization between Kuehne + Nagel and Supply Source to negotiate and manage freight rates	September 18, 2024

Liquidating SZ, LLC (f/k/a The Safety Zone, LLC)	Laufer Group International Ltd.	Vendor	Fixed Rate Agreement and Customs Power of Attorney between Safety Zone, LLC, and Laufer Group International Ltd.	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Palmer Distribution Services, Inc.	Lease - Property	Lease agreement entered on November 1, 2023, between Palmer Distribution Services, Inc, and Supply Source Enterprises Inc. for property located at 5212 Old Louisville Road, Pooler, Georgia	September 18, 2024
Liquidating SZ, LLC (f/k/a The Safety Zone, LLC)	Palmer Distribution Services, Inc.	Lease - Property	Lease agreement entered on January 1, 2023, between Palmer Distribution Services, Inc, and the Safety Zone / Supply Source for property located at 4111 Malone Drive, Pasadena, Texas	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Pegasus Technology Solutions	Vendor	Master Service Agreement between Pegasus Technology Solutions and Supply Source Enterprises, Inc.	September 18, 2024
Liquidating SZ, LLC (f/k/a The Safety Zone, LLC)	Penske Truck Leasing Co., L.P.	Vendor	Vehicle Lease Service Agreement between Penske Truck Leasing Co., L.P. and The Safety Zone, LLC	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Pindar North America DBA Agility Multichannel, an insightsoftware company ("insightsoftware")	Vendor	Software License and Support Agreement between Pindar North America, Inc. DBA Agility Multichannel and Supply Source Enterprises, Inc.	September 18, 2024

Liquidating SZ, LLC (f/k/a The Safety Zone, LLC)	Raymond Intralogistics Solutions	Lease - Equipment	Rental Agreement for handling equipment and related maintenance agreement between Raymond Intralogistics Solutions and The Safety Zone in Buena Park, CA	September 18, 2024
Liquidating SZ, LLC (f/k/a The Safety Zone, LLC)	Richmond Warehouse LLC	Lease - Property	Lease agreement entered between Richmond Warehouse LLC, and The Safety Zone, LLC for property located at 3500 Industries Road, Richmond, Indiana	September 18, 2024
Liquidating SZ, LLC (f/k/a The Safety Zone, LLC)	S. Seidman Realty LLC	Lease - Property	Lease agreement entered between S. Seidman Realty LLC and The Safety Zone, LLC for property located at 7-9 Heritage Park, Clinton, Connecticut	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Salesforce.com, inc.	Vendor	Yearly Subscription Order form between Salesforce.com, Inc. and Supply Source Enterprises, Inc.	September 18, 2024
Liquidating SZ, LLC (f/k/a The Safety Zone, LLC)	Sandy Seidman Warehouse LLC	Lease - Property	Lease agreement entered between Sandy Seidman Warehouse LLC, and The Safety Zone, LLC (New London) for property located at 56 Lewis Street, New London, CT	September 18, 2024
Liquidating SZ, LLC (f/k/a The Safety Zone, LLC)	Seidman Guilford Realty LLC	Lease - Property	Lease agreement entered between Seidman Guilford Realty LLC, and The Safety Zone, LLC 385 Long Hill Road, Guilford, Connecticut	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Steam Logistics, LLC	Vendor	Transportation Brokerage Agreement by and between Steam Logistics, LLC and Supply Source Enterprises, Inc.	September 18, 2024
Liquidating Impact, LLC (f/k/a Impact Products, LLC)	Toledo Warehousing Solutions LLC	Lease - Offsite Storage	Lease agreement entered on January 1, 2024 between Toledo Warehousing Solutions LLC and Impact Products LLC for property located at 4100 Bennet Road, Toledo, Ohio	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	TricorBraun Inc.	Vendor	Operating Agreement between TricorBraun Inc. and Supply Source Enterprises, Inc.	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	United Parcel Service, Inc. (UPS)	Vendor	Carrier agreement between United Parcel Service Inc., and Supply Source Enterprises, Inc.	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Virtual Transportation Management	Vendor	Master Services Agreement between Virtual Transportation Management and Supply Source Enterprises, Inc.	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	WMS Solutions, Inc. DBA Interlink Technologies	Vendor	Application Software License (including professional services and system support addendums) and Escrow Agreement between Interlink Technologies and Supply Source Enterprises, Inc.	September 18, 2024

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Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Zohodesk	Vendor	Enterprise Plan Subscription between Zohodesk and Supply Source Enterprises, Inc.	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	EBM Software, LLC ("EBM")	IT Software	Master Subscription and Services Agreement (MSSA) by and between EBM Software, LLC and Supply Source Enterprises, Inc.	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Magellan	Employee Assistance Program	Services Agreement by and between Magellan and Supply Source Enterprises, Inc.	September 18, 2024
Liquidating SZ, LLC (f/k/a The Safety Zone, LLC)	De Lage Landen Financial Services, Inc.	Lease - Printers	Printer lease agreement between De Lage Landen Financial Services, Inc. and The Safety Zone, LLC	September 18, 2024