

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

In re:

Liquidating Supply, Inc., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11054 (BLS)

(Jointly Administered)

Re: Docket No. 361

CERTIFICATION OF COUNSEL REGARDING DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS; (II) FIXING THE CURE COSTS; (III) GRANTING RELATED RELIEF

The undersigned hereby certifies as follows:

1. On September 18, 2024, the above-captioned debtors and debtors in possession (the "Debtors"), filed the *Debtors' Motion for Entry of an Order (I) Authorizing Assumption and Assignment of Certain Contracts; (II) Fixing the Cure Costs; and (III) Granting Related Relief* [Docket No. 361] (the "Motion"). A proposed form of order granting the relief requested in the Motion was attached thereto as Exhibit A (the "Proposed Order").

2. Pursuant to the Motion, any objection or response to the relief requested in the Motion was to be filed and served so as to be received by no later than September 25, 2024 at 4:00 p.m. (ET) (the "Objection Deadline"). The Objection Deadline has been extended until October 16, 2024 at 5:00 p.m. for U.S. Bank National Association ("U.S. Bank")

3. Since the Motion was filed, the Debtors received an informal response from U.S. Bank. No other responses to the Motion have been received and no objections or responses have

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.



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been filed on the docket. The Debtors have revised the Proposed Order, a copy of which is attached hereto as **Exhibit A** (the “Revised Order”). The Revised Order has been circulated and U.S. Bank, does not object to its entry. For the convenience of the Court and all parties in interest, a blackline of the Revised Order against the Proposed Order is attached hereto as **Exhibit B**.

WHEREFORE, the Debtors respectfully request that the Revised Order granting the relief requested in the Motion, attached hereto as **Exhibit A**, be entered at the earliest convenience of the Court.

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Dated: October 1, 2024
Wilmington, Delaware

Respectfully submitted,

/s/ Katelin A. Morales

M. Blake Cleary (No. 3614)

R. Stephen McNeill (No. 5210)

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-and-

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Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Revised Order

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

In re:

Liquidating Supply, Inc., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11054 (BLS)

(Jointly Administered)

Re: Docket No. 361

**ORDER GRANTING DEBTORS' MOTION FOR ENTRY
OF AN ORDER (I) AUTHORIZING ASSUMPTION AND
ASSIGNMENT OF CERTAIN CONTRACTS; (II) FIXING
THE CURE COSTS; AND (III) 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 Rules; 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 the Motion

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.

² Capitalized terms used herein as defined terms and not otherwise defined shall have those meanings ascribed to them in 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, the assumption and assignment of each of the Contracts set forth on **Exhibit 1** attached hereto is hereby approved and the Debtors are authorized to assume and assign the Contracts to the Purchaser.
3. Pursuant to Bankruptcy Rule 6006(d), the assumption and assignment of the Contracts shall be effective as of September 18, 2024 (the "Effective Date").
4. The Motion, as it pertains to the contract between Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.) and Flexprint LLC (the "FlexPrint Contract"), will be adjourned to the hearing currently scheduled for October 22, 2024 at 10:00 a.m. (ET). Nothing in this Order shall affect U.S. Bank's or the Debtors', or its successors and assigns, rights to litigate this matter to the fullest extent possible and nothing contained herein should be construed as a waiver of any of the foregoing's rights to object to the treatment of or performance under the Flexprint Contract.
5. The failure to describe specifically or include any particular provision of the Contracts in the Motion or this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that each of the Contracts be assumed and assigned to the Purchaser in their entirety.
6. The Cure Costs, if any, required to be paid under section 365(b) of the Bankruptcy Code in connection with the assumption and assignment of the Contracts shall be paid in accordance with the Sale Order and the Stalking Horse APA. Other than the Cure Costs, the counterparties to the Contracts shall be barred from asserting any additional cure costs or other

claims arising prior to the Effective Date with respect to the Contracts, and the payment of such Cure Costs shall effect a cure of all defaults existing as of the Effective Date and shall compensate for any actual pecuniary loss to such counterparty from such default.

7. Notwithstanding anything to the contrary herein, nothing in this Order shall obligate the Debtors to pay any amounts beyond the Cure Costs for amounts accrued under the Contracts prior to or relating to goods and services provided under the Contracts prior to the Effective Date.

8. The Purchaser shall assume and pay all costs, expenses and liabilities arising under the Contracts from and after the consummation of the assumption and assignment of the Contracts. In no case shall the Purchaser be liable for amounts other than as set forth herein and in the Contracts.

9. The Purchaser has provided adequate assurance of its future performance under the Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

10. The assignment of the Contracts to the Purchaser shall constitute a legal, valid, and effective transfer of the Contracts and vest the Purchaser with all right, title, and interest to the Contracts.

11. The provisions of this Order shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the provisions of this Order.

12. The Debtors are authorized to take any action or to execute and deliver to the Purchaser any documents or other instruments as may be necessary to implement the terms of this Order and the assignment contemplated herein without further order from this Court.

13. Notwithstanding the relief granted herein and any actions taken pursuant hereto, nothing herein is intended or should be construed as: (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the rights of the Debtors and their estates to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an admission that any particular claim is of a type specified or defined hereunder; or (e) a waiver of the rights of the Debtors and their estates under the Bankruptcy Code or any other applicable law, pursuant to section 365 of the Bankruptcy Code.

14. Notwithstanding the relief granted herein and any actions taken pursuant hereto, nothing herein shall create, nor is intended to create, any rights in favor of, or enhance the status of, any claim held by any person or entity.

10. Notwithstanding any applicable rule, including without limitation Bankruptcy Rule 6006(d), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

Exhibit 1**Assumed Contracts**

Debtor(s)	Counterparty	Contract Type	Contract Description	Cure Cost	Listed in Notice	Assumption Date
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	ABM Industries	Customer	Volume rebate agreement between ABM Industries and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Acme Paper and Supply	Customer	Volume rebate agreement between Acme Paper and Supply and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Afflink	Customer	Fixed dollar and rebate agreement between Afflink and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	All Florida Paper	Customer	Fixed dollar agreement between All Florida Paper and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Arrow Paper	Customer	Volume rebate and fixed dollar agreement between Arrow Paper and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	BradyIfs	Customer	Standard Purchase agreement by and between BradyIfs and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Bunzl	Customer	Standard Purchase agreement by and between Bunzl and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Butler Brothers	Customer	Volume rebate agreement between Butler Brothers and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Clark Core Solutions	Customer	Volume and growth rebate agreement between Clark Core Solutions and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Cogent Solutions	Customer	Volume rebate agreement between Cogent Solutions and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Dacotah Paper Co.	Customer	Fixed dollar marketing agreement between Dacotah Paper Co. and Supply Source Enterprises Inc	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Diken	Customer	Standard Purchase agreement by and between Diken and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Diken International	Customer	Growth rebate agreement between Diken International and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Distributor Partners of America	Customer	Fixed dollar and rebate agreement between Distributor Partners of America and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Do It Best	Customer	Drop Ship Allowance and Deficiency agreement between Do It Best and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Edward Don & Company	Customer	Payment terms rebate agreement between Edward Don and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Envoy	Customer	Standard purchase agreement by and between Envoy and Supply Source Enterprises.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Essendant	Customer	Essendant Supplier Sponsorship agreement with Supply Source	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Gordon Food Service	Customer	Rebate Program Agreement between Gordon Food Service and Supply Source Enterprises Inc	\$0.00	N	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Guest Supply	Customer	Volume rebate agreement between Guest Supply and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Hantover Inc.	Customer	Standard Purchase agreement by and between Hantover Inc. and Supply Source Enterprises Inc	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Hillyard	Customer	Hillyard and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Impact, LLC (f/k/a Impact Products, LLC)	Home Depot Pro Volume	Customer	Home Depot Pro Volume rebate agreement and advertising agreement with Impact Products, LLC	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Imperial Dade	Customer	Imperial Bag and Paper Co. LLC d/b/a Imperial Dade and Supply Source Enterprises	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Independent Suppliers Group (ISG)	Customer	Buying Group Program Agreement between Independent Suppliers Group (ISG) and Supply source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Labatt Food Service	Customer	Direct Rebate Program Agreement between Labatt Food Service and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Lipari Foods Inc.	Customer	Rebate Program Agreement between Lipari Foods Inc. and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Memco	Customer	Rebate Program Agreement between Memco and Safety and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	MSC	Customer	Baseline Program Participation Agreement between MSC and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	National Service Alliance, LLC (NSA)	Customer	Rebate Program Agreement between National Service Alliance (NSA) and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Nelson Jameson	Customer	Rebate Program Agreement between Nelson Jameson and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Network Services Company	Customer	Program Agreement between Network Services Company, and its wholly owned Subsidiary, National Paper & Plastics Company dba NetSource, and Supply Source Enterprises Inc	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Office Depot Max	Customer	Office Depot Max - Purchase agreement with Supply Source	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Paper Products Co., Inc.	Customer	Rebate Program Agreement between Paper Products and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Pollock / Landsberg Orora	Customer	Rebate Program Agreement between Pollock/Landsberg Orora and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Pro-Link	Customer	Rebate Program Agreement between ProLink and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Regal Distributing	Customer	Standard Purchase agreement by and between Regal distributing and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	RJ Schinner	Customer	Rebate Program Agreement between RJ Schinner and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Schilling	Customer	Rebate Program Agreement between Schilling and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Sheppard Enterprises	Customer	Rebate Program Agreement between Sheppard Enterprises and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Singer Equipment Inc.	Customer	Rebate Program Agreement between Singer Equipment Inc. and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	SP Richards	Customer	Rebate Program Agreement between SP Richards and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	SSS Buying Group	Customer	Rebate Program Agreement between SSS Buying Group (Triple S) and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024

Liquidating Impact, LLC (f/k/a Impact Products, LLC)	Staples, Inc.	Customer	Staples, Inc. and its affiliates and Impact Products, LLC	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Stauffer Glove	Customer	Rebate Program Agreement between Stauffer Glove and Safety and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	SupplyOne	Customer	Rebate Program Agreement between SupplyOne and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Tenzing, LLC & Clark Hill	Customer	Agreement between Tenzing LLC, Clark Hill and Supply Source Enterprises for legal advice and representation in connection with the review and enforcement of potential detention and demurrage related claims against the shipping carriers	\$0.00	Y	September 18, 2024
Liquidating SZ, LLC (f/k/a The Safety Zone, LLC)	The Home Depot (retail)	Customer	Rebate Program agreement between The Home Depot and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	The United Group (TUG)	Customer	Rebate Program Agreement between the United Group and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	The Wasserstrom Company	Customer	Rebate Program Agreement between The Wasserstrom Company and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating SZ, LLC (f/k/a The Safety Zone, LLC)	Trimark	Customer	TriMark and Supply source (Safety Zone LLC)	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Uline	Customer	Rebate Program agreement between Uline and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Veritiv	Customer	Rebate Program Agreement between Veritiv and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Walter E. Nelson	Customer	Rebate Program Agreement between Walter E Nelson and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	WCP Solutions	Customer	Rebate Program Agreement between WCP Solutions and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Wenco (s/ Walter Nelson)	Customer	Rebate Program Agreement between Wenco and Supply Source Enterprises, Inc.	\$0.00	N	September 18, 2024
Liquidating SZ, LLC (f/k/a The Safety Zone, LLC)	Associated Integrated Supply Chain Solutions	Lease - Equipment	Lift Truck Rental Agreement between Associated Integrated Supply Chain Solutions and The Safety Zone in Richmond, IN	\$63,406.65	N	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Spectrotel	Vendor	Service agreement and Addendum number 1 to the Spectrotel Holding Company LLC Master Services Agreement between Spectrotel and Supply Source Enterprises, Inc.	\$12,830	Y	September 18, 2024
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EXHIBIT B

Blackline

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

In re:

Liquidating Supply, Inc., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11054 (BLS)

(Jointly Administered)

Re: Docket No. 361

**ORDER GRANTING DEBTORS' MOTION FOR ENTRY
OF AN ORDER (I) AUTHORIZING ASSUMPTION AND
ASSIGNMENT OF CERTAIN CONTRACTS; (II) FIXING
THE CURE COSTS; AND (III) 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 Rules; 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;

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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.

and the legal and factual bases set forth in 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, the assumption and assignment of each of the Contracts set forth on **Exhibit 1** attached hereto is hereby approved and the Debtors are authorized to assume and assign the Contracts to the Purchaser.
3. Pursuant to Bankruptcy Rule 6006(d), the assumption and assignment of the Contracts shall be effective as of September 18, 2024 (the “Effective Date”).
4. The Motion, as it pertains to the contract between Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.) and Flexprint LLC (the “FlexPrint Contract”), will be adjourned to the hearing currently scheduled for October 22, 2024 at 10:00 a.m. (ET). Nothing in this Order shall affect U.S. Bank’s or the Debtors’, or its successors and assigns, rights to litigate this matter to the fullest extent possible and nothing contained herein should be construed as a waiver of any of the foregoing’s rights to object to the treatment of or performance under the Flexprint Contract.
5. ~~4.~~The failure to describe specifically or include any particular provision of the Contracts in the Motion or this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that each of the Contracts be assumed and assigned to the Purchaser in their entirety.
6. ~~5.~~The Cure Costs, if any, required to be paid under section 365(b) of the Bankruptcy Code in connection with the assumption and assignment of the Contracts shall be

paid in accordance with the Sale Order and the Stalking Horse APA. Other than the Cure Costs, the counterparties to the Contracts shall be barred from asserting any additional cure costs or other claims arising prior to the Effective Date with respect to the Contracts, and the payment of such Cure Costs shall effect a cure of all defaults existing as of the Effective Date and shall compensate for any actual pecuniary loss to such counterparty from such default.

7. ~~6.~~ Notwithstanding anything to the contrary herein, nothing in this Order shall obligate the Debtors to pay any amounts beyond the Cure Costs for amounts accrued under the Contracts prior to or relating to goods and services provided under the Contracts prior to the Effective Date.

8. ~~7.~~ The Purchaser shall assume and pay all costs, expenses and liabilities arising under the Contracts from and after the consummation of the assumption and assignment of the Contracts. In no case shall the Purchaser be liable for amounts other than as set forth herein and in the Contracts.

9. ~~8.~~ The Purchaser has provided adequate assurance of its future performance under the Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

10. ~~9.~~ The assignment of the Contracts to the Purchaser shall constitute a legal, valid, and effective transfer of the Contracts and vest the Purchaser with all right, title, and interest to the Contracts.

11. ~~10.~~ The provisions of this Order shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the provisions of this Order.

12. ~~11.~~ The Debtors are authorized to take any action or to execute and deliver to the Purchaser any documents or other instruments as may be necessary to implement the terms of this Order and the assignment contemplated herein without further order from this Court.

13. ~~12.~~ Notwithstanding the relief granted herein and any actions taken pursuant hereto, nothing herein is intended or should be construed as: (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the rights of the Debtors and their estates to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an admission that any particular claim is of a type specified or defined hereunder; or (e) a waiver of the rights of the Debtors and their estates under the Bankruptcy Code or any other applicable law, pursuant to section 365 of the Bankruptcy Code.

14. ~~13.~~ Notwithstanding the relief granted herein and any actions taken pursuant hereto, nothing herein shall create, nor is intended to create, any rights in favor of, or enhance the status of, any claim held by any person or entity.

10. Notwithstanding any applicable rule, including without limitation Bankruptcy Rule 6006(d), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

Exhibit 1**Assumed Contracts**

Debtor(s)	Counterparty	Contract Type	Contract Description	Cure Cost	Listed in Notice	Assumption Date
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	ABM Industries	Customer	Volume rebate agreement between ABM Industries and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Acme Paper and Supply	Customer	Volume rebate agreement between Acme Paper and Supply and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Afflink	Customer	Fixed dollar and rebate agreement between Afflink and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	All Florida Paper	Customer	Fixed dollar agreement between All Florida Paper and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Arrow Paper	Customer	Volume rebate and fixed dollar agreement between Arrow Paper and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	BradyIfs	Customer	Standard Purchase agreement by and between BradyIfs and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Bunzl	Customer	Standard Purchase agreement by and between Bunzl and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Butler Brothers	Customer	Volume rebate agreement between Butler Brothers and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Clark Core Solutions	Customer	Volume and growth rebate agreement between Clark Core Solutions and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Cogent Solutions	Customer	Volume rebate agreement between Cogent Solutions and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Dacotah Paper Co.	Customer	Fixed dollar marketing agreement between Dacotak Paper Co. and Supply Source Enterprises Inc	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Diken	Customer	Standard Purchase agreement by and between Diken and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Diken International	Customer	Growth rebate agreement between Diken International and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Distributor Partners of America	Customer	Fixed dollar and rebate agreement between Distributor Partners of America and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Do It Best	Customer	Drop Ship Allowance and Deficiency agreement between Do It Best and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Edward Don & Company	Customer	Payment terms rebate agreement between Edward Don and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Envoy	Customer	Standard purchase agreement by and between Envoy and Supply Source Enterprises.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Essendant	Customer	Essendant Supplier Sponsorship agreement with Supply Source	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Gordon Food Service	Customer	Rebate Program Agreement between Gordon Food Service and Supply Source Enterprises Inc	\$0.00	N	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Guest Supply	Customer	Volume rebate agreement between Guest Supply and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Hantover Inc.	Customer	Standard Purchase agreement by and between Hantover Inc. and Supply Source Enterprises Inc	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Hillyard	Customer	Hillyard and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Impact, LLC (f/k/a Impact Products, LLC)	Home Depot Pro Volume	Customer	Home Depot Pro Volume rebate agreement and advertising agreement with Impact Products, LLC	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Imperial Dade	Customer	Imperial Bag and Paper Co. LLC d/b/a Imperial Dade and Supply Source Enterprises	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Independent Suppliers Group (ISG)	Customer	Buying Group Program Agreement between Independent Suppliers Group (ISG) and Supply source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Labatt Food Service	Customer	Direct Rebate Program Agreement between Labatt Food Service and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Lipari Foods Inc.	Customer	Rebate Program Agreement between Lipari Foods Inc. and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Memco	Customer	Rebate Program Agreement between Memco and Safety and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	MSC	Customer	Baseline Program Participation Agreement between MSC and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	National Service Alliance, LLC (NSA)	Customer	Rebate Program Agreement between National Service Alliance (NSA) and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Nelson Jameson	Customer	Rebate Program Agreement between Nelson Jameson and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Network Services Company	Customer	Program Agreement between Network Services Company, and its wholly owned Subsidiary, National Paper & Plastics Company dba NetSource, and Supply Source Enterprises Inc	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Office Depot Max	Customer	Office Depot Max - Purchase agreement with Supply Source	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Paper Products Co., Inc.	Customer	Rebate Program Agreement between Paper Products and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Pollock / Landsberg Orora	Customer	Rebate Program Agreement between Pollock/Landsberg Orora and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Pro-Link	Customer	Rebate Program Agreement between ProLink and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Regal Distributing	Customer	Standard Purchase agreement by and between Regal distributing and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	RJ Schinner	Customer	Rebate Program Agreement between RJ Schinner and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Schilling	Customer	Rebate Program Agreement between Schilling and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Sheppard Enterprises	Customer	Rebate Program Agreement between Sheppard Enterprises and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Singer Equipment Inc.	Customer	Rebate Program Agreement between Singer Equipment Inc. and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	SP Richards	Customer	Rebate Program Agreement between SP Richards and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	SSS Buying Group	Customer	Rebate Program Agreement between SSS Buying Group (Triple S) and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024

Liquidating Impact, LLC (f/k/a Impact Products, LLC)	Staples, Inc.	Customer	Staples, Inc. and its affiliates and Impact Products, LLC	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Stauffer Glove	Customer	Rebate Program Agreement between Stauffer Glove and Safety and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	SupplyOne	Customer	Rebate Program Agreement between SupplyOne and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Tenzing, LLC & Clark Hill	Customer	Agreement between Tenzing LLC, Clark Hill and Supply Source Enterprises for legal advice and representation in connection with the review and enforcement of potential detention and demurrage related claims against the shipping carriers	\$0.00	Y	September 18, 2024
Liquidating SZ, LLC (f/k/a The Safety Zone, LLC)	The Home Depot (retail)	Customer	Rebate Program agreement between The Home Depot and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	The United Group (TUG)	Customer	Rebate Program Agreement between the United Group and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	The Wasserstrom Company	Customer	Rebate Program Agreement between The Wasserstrom Company and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating SZ, LLC (f/k/a The Safety Zone, LLC)	Trimark	Customer	TriMark and Supply source (Safety Zone LLC)	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Uline	Customer	Rebate Program agreement between Uline and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Veritiv	Customer	Rebate Program Agreement between Veritiv and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Walter E. Nelson	Customer	Rebate Program Agreement between Walter E Nelson and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	WCP Solutions	Customer	Rebate Program Agreement between WCP Solutions and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Wenco (s/ Walter Nelson)	Customer	Rebate Program Agreement between Wenco and Supply Source Enterprises, Inc.	\$0.00	N	September 18, 2024
Liquidating SZ, LLC (f/k/a The Safety Zone, LLC)	Associated Integrated Supply Chain Solutions	Lease - Equipment	Lift Truck Rental Agreement between Associated Integrated Supply Chain Solutions and The Safety Zone in Richmond, IN	\$63,406.65	N	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Flexprint LLC	Vendor	Lease agreement between Flexprint LLC and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Spectrotel	Vendor	Service agreement and Addendum number 1 to the Spectrotel Holding Company LLC Master Services Agreement between Spectrotel and Supply Source Enterprises, Inc.	\$12,830	Y	September 18, 2024