IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
AMERICAN SIGNATURE, INC., *et al.*,[1]	)	Case No. 25-12105 (JKS)
Debtors.	)	(Jointly Administered)
	)	**Docket Ref. No. 1040**

ORDER APPROVING SETTLEMENT
BY AND BETWEEN DEBTORS AND CIT

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") for entry of an order (this "Order") approving the Agreement by and between the Debtors and CIT, as more fully set forth in the Motion; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and the Court having reviewed the Motion and determined that the legal and factual bases set forth in the Motion establish just cause for the relief

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

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

25121052609250000000000002

granted herein; and upon all of the proceedings had before the Court; 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 Bankruptcy Rule 9019 and sections 363 and 105(a) of the Bankruptcy Code, the Agreement, in the form attached hereto as **Exhibit 1**, is approved in its entirety and is incorporated herein by reference.

3. The Parties are authorized to take any and all actions necessary to effectuate the terms of this Order and the Agreement.

4. The stay of this Order provided by any Bankruptcy Rule (including, without limitation, Bankruptcy Rule 6004) is hereby waived, and this Order shall be effective and enforceable immediately upon its entry.

5. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order and the Agreement.

Dated: September 25th, 2026
Wilmington, Delaware

J. KATE STICKLES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Agreement

REMITTANCE AGREEMENT

THIS REMITTANCE AGREEMENT (this "Agreement") is made this 3rd day of September, 2026, by and among American Signature, Inc. and certain of its affiliates (each and/or collectively, prepetition, the "Company" and post-petition[1], the "Debtor"), and The CIT Group/Commercial Services, Inc. ("CIT").

WHEREAS, on November 22, 2025 (the "Petition Date"), the Debtor filed voluntary petitions for relief[2] under Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code") in the Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") commencing the Bankruptcy Case;

WHEREAS, CIT factored, purchased, was assigned and/or made other financial accommodations with respect to certain accounts receivable arising from the sale of goods and/or provision of services by numerous vendors (collectively, "Factored Accounts") to the Company which are clients of CIT and/or certain clients of refactoring clients of CIT (each and collectively, the "Clients");

WHEREAS, in the ordinary course, CIT requested that the Company arrange to have a standby letter of credit issued for the benefit of CIT as beneficiary to induce CIT to factor, purchase, be assigned and/or make other financial accommodations with respect to the Factored Accounts;

WHEREAS, upon the Company's application, PNC Bank, National Association (the "Bank") issued an Irrevocable Standby Letter of Credit dated June 9, 2017 in the face amount of $5,000,000.00 for the benefit of CIT, which ultimately was for the amount of $7,193,865 (as amended and supplemented, the "Letter of Credit");

WHEREAS, pursuant to the terms and conditions of the agreements between CIT and the Clients, some of the Factored Accounts were handled on a notification basis and some were handled on a non-notification basis, meaning, in the former case, that the Company was directed to pay amounts owed on a Factored Account to CIT and, in the latter case, that the Company was directed to pay amounts owed on a Factored Account to the respective Client;

WHEREAS, on November 25, 2025, CIT initiated a draw on the Letter of Credit and received $7,193,865.00 (the "LOC Proceeds") from the Bank as the result of such draw;

WHEREAS, CIT has applied the LOC Proceeds to the payment of certain Factored Accounts (each and collectively, "Applied Accounts" and the "Application");

WHEREAS, after the Application, approximately $919,517.01 of the LOC Proceeds remains in the possession of CIT ("LOC Proceeds Balance") which are not needed by CIT to

[1] Affiliates which are debtors are American Signature USA Inc., American Signature Woodbridge LLC, American Signature Home Inc., ASI-LaPorte LLC, ASI Elston LLC, ASI POLARIS LLC, ASI Pure Promise Insurance LLC and ASI Thomasville LLC.

[2] All of which are jointly administered under Case No. 25-12105 (collectively, the "Bankruptcy Case")

satisfy any amounts owed on Applied Accounts but which remain subject to CIT's right under applicable law and the terms of the LOC;

WHEREAS, prior to the filing of the Bankruptcy Case, CIT received and/or the Clients received payments and/or other transfers from the Company on Factored Accounts, including payments within the 90 days prior to the Petition Date (the "Preference Period"), which may have been to or for the benefit of CIT and/or the Clients, thus, potentially exposing CIT and/or the Clients to claims under Chapter 5 of the Bankruptcy Code (collectively, the "Avoidance Claims");

WHEREAS, CIT desires to dispose of the LOC Proceeds Balance and release certain of its rights in relation to the LOC Proceeds Balance in exchange for certain consideration;

WHEREAS, the Debtor has represented and warranted to CIT that it is the only party with an interest in the LOC Proceeds Balance and is solely entitled to the LOC Proceeds Balance, and no other party has made a claim to the LOC Proceeds Balance;

WHEREAS, based on the representations and agreement herein, CIT has agreed to remit to the Debtor the LOC Proceeds Balance to the Debtor, subject to the conditions set forth herein;

WHEREAS, following good faith negotiations through their respective attorneys, the Debtor and CIT have agreed to the terms of this Agreement.

NOW, THEREFORE, for certain good and valuable consideration as described herein, and in consideration of the mutual covenants and promises hereinafter set forth, the receipt, adequacy and sufficiency of which is hereby acknowledged, it is hereby agreed by the parties to this Agreement as follows:

1. Recitals.

The recitals set forth above: (i) are expressly incorporated herein, (ii) are a substantive, contractual part of this Agreement, (iii) shall be deemed to be warranties and representations of the respective parties to this Agreement and (iv) are confirmed by the parties as true and correct.

2. Approval of Agreement.

The Debtor, through counsel, shall promptly file a motion and all other necessary papers to seek and obtain a final and non-appealable order of the Bankruptcy Court, approving this Agreement and the Debtor's execution thereof (the "Approval Order"), which order shall be in a form acceptable to all parties to this Agreement.

3. Remittance.

CIT shall remit the LOC Proceeds Balance to the Debtor in accordance with the wire transfer instructions set forth below within ten (10) business days of the later of the date: (a) the Approval Order becomes final and non-appealable or (b) CIT receives a copy of the Approval Order and an IRS Form W-9 completed by the Debtor in the name of the party holding the bank account designated in the wire transfer instructions. The timing of the remittances herein shall

be further subject to CIT being able to confirm with the target bank, the wire instructions provided herein and the Debtor shall cooperate with CIT in confirming such wire instructions.

4. Release.

Effective immediately upon CIT's remittance of the LOC Proceeds Balance to the Debtor, the Debtor and the Debtor's estate**,** each on their own behalf and on behalf of their successors, assigns, affiliates, and representatives (including any current or subsequently appointed committees, chapter 11 or chapter 7 trustee and/or any trustee of a liquidating trust or similar fiduciary under any confirmed plan and/or other mechanism) (collectively, the "Releasing Parties") fully and forever release, acquit, discharge, and covenant not to sue CIT and its successors, assigns, affiliates, officers, directors, members, employees, equity holders, partners, agents, consultants, advisors (including, without limitation, financial advisors, lawyers, and accountants) (collectively, "Affiliated Parties") (collectively, Affiliated Parties of CIT and CIT, "CIT Parties") and all Clients and their Affiliated Parties from/for any and all claims, disputes, deductions, taken credits, untaken credits, losses, actions, suits, rights, damages, costs, fees, expenses (including attorneys' fees), compensation, accounts, demands, obligations, liabilities, controversies, and causes of action of every character, nature, kind, or description whatsoever, known or unknown, liquidated or unliquidated, fixed, disputed or contingent, foreseen or unforeseen, suspected or unsuspected, material or immaterial, legal or equitable and, however arising, which the Releasing Parties now have or may hereafter have by reason of any matter, cause, thing, or subject matter related to: (i) any payment, transfer, remittance, credit, deduction and/or other conveyance to or for the benefit of CIT, (ii) any payment, transfer, remittance, credit, deduction and/or other conveyance to or for the benefit of any Client with respect to any Factored Account, (iii) any Factored Account, (iv) the Letter of Credit and/or any draw thereon and/or application or use thereof and/or (v) any Avoidance Claims (collectively, "Released Claims"). The Debtor further covenants not to sue any CIT Party, any Client and/or any Affiliated Party of a Client with respect to a Released Claim. CIT agrees that it shall not assert any claim in the Bankruptcy Case with respect to the Applied Accounts or CIT's remittance of the LOC Proceeds Balance to the Debtor. The Clients and their Affiliated Parties are 3rd party beneficiaries of this provision.

5. Remittance Instructions

The LOC Proceeds Balance shall be sent by federal funds, bank wire transfer to:
Huntington National Bank
7 Easton Oval
Columbus, OH 43219
ABA Route No.: 044000024
Swift: HUNTUS33
Account No.: 01893827538
For credit to: American Signature, Inc.
Reference: Remittance Agreement Payment
Attn: Joy McArthur

The Debtor agrees that CIT may make payment strictly on the basis of the account number listed above even if such account number identifies a party other than the name of the account party listed

above. In the event the account number listed above is incorrect, the Debtor agrees to be fully liable for any losses, costs and expenses arising therefrom. The Debtor shall reimburse CIT for all bank wire charges incurred or paid by CIT in making remittances pursuant to this Agreement. Any such charges may be deducted from the LOC Proceeds Balance. Additionally, the Debtor authorizes the Bank to which such wire instructions refer to disclose information regarding such account to CIT in order to permit CIT to confirm the accuracy and validity of these transfer instructions.

6. Representations and Warranties of the Parties.

Each of the parties hereto represents, warrants and covenants to each of the other parties hereto that:

(a) Each has: (i) reviewed all aspects of this Agreement, (ii) has carefully read and fully understands all the provisions of this Agreement, (iii) had a full opportunity to consult with legal counsel of its own choice concerning the matters set forth in this Agreement and (iv) consulted with such counsel to the extent deemed appropriate in order to fully understand the terms, conditions, purpose and effect of this Agreement.

(b) Each has all necessary power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly and validly executed and delivered by each party hereto and, assuming the due authorization, execution and delivery by each of the other parties hereto, constitutes the legal, valid and binding obligation of such party enforceable against it in accordance with the terms of the Agreement, except as such enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and by such principles of equity as may affect the availability of equitable remedies.

(c) The remittance hereunder and any accommodations by CIT herein constitute new value to the Debtors.

7. Indemnification.

In consideration of CIT's execution of this Agreement and its performance hereunder, the Debtor agrees to indemnify and hold the CIT Parties harmless against any and all claims, demands, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs, expenses or disbursements suffered or incurred by such CIT Parties (including, without limitation, reasonable attorneys' fees and expenses) as the result of: (i) breach of any representation and warranty made by the Debtor to CIT and/or (ii) breach of any covenant or agreement on the part of the Debtor related to this Agreement.

8. Further Assurances.

Each of the parties hereto agrees that, upon another party's request, each shall do, make, procure, execute or deliver all acts, things, writings and assurances as are necessary or appropriate to effectuate the intent of this Agreement.

9. Expense of Litigation.

The parties hereto shall each bear their respective attorneys' fees and costs associated with the negotiation and implementation of this Agreement. However, if any action is commenced by any party hereto to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award, in addition to any other claims or damages, of its costs and expenses including reasonable attorneys' fees, in connection with said action.

10. Miscellaneous.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same agreement. A facsimile or electronically transmitted signature shall constitute an original signature for the purposes of binding the parties hereunder and shall have the same force and effect as an original signature. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the application of conflicts of law rules; and shall be binding upon the parties hereto and their respective successors and assigns including, without limitation, any current or subsequently appointed committees, chapter 11 or chapter 7 trustee and/or any trustee of a liquidating trust or similar fiduciary under any confirmed plan and/or other mechanism. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. The parties hereto acknowledge that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or supplements thereto. This Agreement may not be amended or changed in any respect or in any manner other than by a writing signed by the parties hereto. No course of dealing between the parties hereto shall change or modify this Agreement. Each party hereto understands and agrees that neither the making of this Agreement, nor anything contained herein, shall be construed or considered in any way to be an admission of guilt, wrongdoing, tortious act, breach of contract, or violation of common law, or noncompliance with federal, state or local law, statute, order or regulation, or any other wrongdoing whatsoever. All headings used herein are for convenience of reference only and do not constitute a substantive part of this Agreement and shall not affect its interpretation. Each party to this Agreement hereby agrees that the Bankruptcy Court shall have exclusive jurisdiction to hear and determine any claims or disputes among the parties pertaining directly or indirectly to this Agreement or any matter arising therefrom. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, effective as of the date first written above.

THE CIT GROUP/COMMERCIAL SERVICES, INC.

By: _____
Name: Anthony Masci
Title: Executive Director

AMERICAN SIGNATURE, INC.
as and for the Debtors and Debtors in Possession

By: */s/ Rudolph Morando*
Name: Rudolph Morando
Title: Co-Chief Restructuring Officer