IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	**Chapter 11**
LL FLOORING HOLDINGS, INC., *et al.*,	**Case No. 24-11680 (BLS)**
Debtors.[1]	**(Jointly Administered)**
	Related Docket Nos. 44, 232, 241

NOTICE OF FILING OF PROPOSED SALE ORDER AND REVISED APA

PLEASE TAKE NOTICE that on August 12, 2024, LL Flooring Holdings, Inc. and certain of its affiliates (collectively, the "Debtors"), filed the *Motion of Debtors for Entry of Orders (I) Approving (A) Bidding Procedures, (B) Form Asset Purchase Agreement, (C) Form And Manner of Notice of Sale, Auction, and Sale Hearing, and (D) Assumption and Assignment Procedures; (II) Scheduling Auction and Sale Hearing; (III) Approving (A) Sale of Substantially all of Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, and (B) Assumption and Assignment of Executory Contracts and Unexpired Leases; and (IV) Granting Related Relief* [Docket No. 44] (the "Motion"),[2] which contemplated, among other things, the sale of the Debtors' business.

PLEASE TAKE FURTHER NOTICE that, on September 6, 2024, the Court entered the *Scheduling Order* [Docket No. 241] in connection with Motion, which set September 10, 2024 as the deadline to file a proposed sale order (the "Proposed Sale Order").

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[1] The Debtors in these chapter 11 cases, along with the last four (4) digits of their respective tax identification numbers, are as follows: LL Flooring Holdings, Inc. (0817); LL Flooring, Inc. (9199); Lumber Liquidators Leasing, LLC (N/A); LL Flooring Services, LLC (5960); and Lumber Liquidators Foreign Holdings, LLC (4568). The address of the Debtors' corporate headquarters is 4901 Bakers Mill Lane, Richmond, VA 23230.

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

PLEASE TAKE FURTHER NOTICE that, also on September 6, 2024, the Debtors filed the *Notice of Entry Into Asset Purchase Agreement* [Docket No. 232] (the "APA Notice") notifying parties in interest that the Debtors have entered into an asset purchase agreement (the "APA") with the Purchaser (as defined in the APA Notice) and intend to seek entry of the Proposed Sale Order approving the APA and the sale transaction with the Purchaser at the Sale Hearing (defined below).

PLEASE TAKE FURTHER NOTICE that, in accordance with the Scheduling Order, the Debtors hereby file the Proposed Sale Order, a true and correct copy of which is attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file a revised APA (the "Revised APA") with the Purchaser, attached hereto as **Exhibit B**, which includes one change to fix a clerical error. A changed-pages only redline reflecting the change to the APA is attached hereto as **Exhibit C**.

PLEASE TAKE FURTHER NOTICE that a hearing for approval of the Proposed Sale Order (the "Sale Hearing") will be held on **September 16, 2024 at 11:00 a.m. (prevailing Eastern Time)** before the Honorable Brendan L. Shannon, United States Bankruptcy Judge, for the District of Delaware, 824 North Market Street, 6th Floor, Courtroom 1, Wilmington, Delaware 19801.

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Dated: September 10, 2024
Wilmington, Delaware

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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Proposed Counsel to Debtors and Debtors in Possession

EXHIBIT A

Proposed Sale Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	**Chapter 11**
LL FLOORING HOLDINGS, INC., *et al.*,	**Case No. 24-11680 (BLS)**
Debtors.[1]	**(Jointly Administered)**
	Related Docket Nos. 44, 232, 241, [●]

ORDER (I) APPROVING THE SALE OF 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

This matter coming before the Court on a motion [Docket No. 44] (the "Sale Motion"), filed by LL Flooring Holding, Inc. and its debtor affiliates (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"); and the Debtors having entered into that certain Asset Purchase Agreement dated as of September 6, 2024 (the "Asset Purchase Agreement") with LumLiQ2, LLC, as Purchaser and F9 Investments, LLC as Guarantor (collectively, the "Purchaser"),[2] a copy of which is attached hereto as Exhibit 1; and the Court having conducted a hearing to consider certain relief requested in the Sale Motion on September 16, 2024 (the "Sale Hearing"), at which time all objecting and interested parties were offered an opportunity to be heard with respect to the Sale Motion; and the Court having reviewed and considered (i) the Sale Motion, (ii) the Cure Notice [Docket No. 233], (iii) the Asset Purchase

[1] The Debtors in these chapter 11 cases, along with the last four (4) digits of their respective tax identification numbers, are as follows: LL Flooring Holdings, Inc. (0817); LL Flooring, Inc. (9199); Lumber Liquidators Leasing, LLC (N/A); LL Flooring Services, LLC (5960); and Lumber Liquidators Foreign Holdings, LLC (4568). The address of the Debtors' corporate headquarters is 4901 Bakers Mill Lane, Richmond, VA 23230.

[2] Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement, or, if not defined in the Asset Purchase Agreement, then as defined in the Sale Motion.

Agreement, (iv) the Scheduling Order [Docket No. 241], (v) the Assumption and Assignment Notices [Docket No. [●]], (vi) the declarations of Holly Etlin and Surbhi Gupta [Docket Nos. 11, 191, 192, [●], and [●]] (collectively, the "Declarations"), and (vii) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and after due deliberation the Court having determined that the legal and factual bases set forth in the Sale Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Sale Motion and approval of the Asset Purchase Agreement is in the best interest 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:[3]

A. Jurisdiction and Venue. This Court has jurisdiction to consider the Sale Motion and the relief requested therein 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 as of February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Final Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

C. Statutory Predicates. The statutory and other legal predicates for the relief sought in the Sale Motion and granted herein are sections 105, 363 and 365 of title 11 of the United

[3] The findings and conclusions of law 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 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. The Court's findings also shall include any oral findings of fact and conclusions of law made by the Court during the Sale Hearing.

States Code (the "Bankruptcy Code"), Rules 2002, 4001, 6004, 6006, 9007 and 9014 of the Bankruptcy Rules and 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. Notice and Opportunity to Be Heard. The Debtors have provided proper, timely, adequate and sufficient notice of, and a fair and reasonable opportunity to object and be heard with respect to, the Sale Motion, the Sale Hearing, the sale of the Acquired Assets pursuant to the Asset Purchase Agreement (the "Sale Transaction") free and clear of any Encumbrances (as hereinafter defined) within the meaning of section 363(f) of the Bankruptcy Code, the Scheduling Order, the Cure Notice, the Assumption and Assignment Notice, the Declarations, and the assumption and assignment of the Assigned Contracts in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, 6006, 9007 and 9014, Local Rules 2002-1, 6004-1 and 9006-1, to all persons and entities entitled to such notice and all other persons and entities as directed by the Court. Such notice was good, sufficient and appropriate under the circumstances of these Chapter 11 Cases, including but not limited to providing each counterparty to Contracts (each, a "Counterparty") a full and fair opportunity to object to the assumption and assignment of its Contract and its proposed Cure Cost; and no other or further notice of any of the foregoing is required. The Debtors published the Sale Motion, the Scheduling Order, the Cure Notice, the Assumption and Assignment Notice, the Declarations, and certain other documents relevant to the Sale on the Claims Agent Website.

E. Disclosures. The disclosures made by the Debtors in the Sale Motion, the Scheduling Order, the Cure Notice, the Assumption and Assignment Notice, and all other related

notices and documents filed with the Court concerning the Asset Purchase Agreement and Sale Transaction were complete and adequate.

F. Sound Business Purpose. The Debtors have demonstrated good, sufficient and sound business purposes and justifications for approval of the Sale Motion and Sale Transaction. The Sale Transaction, the Asset Purchase Agreement, and any ancillary agreements thereto (i) are a result of due deliberation by the Debtors and constitute a sound and reasonable exercise of the Debtors' business judgment consistent with their fiduciary duties; (ii) provide value and are beneficial to the Debtors' estates, and are in the best interests of the Debtors, their estates and their stakeholders; and (iii) are reasonable and appropriate under the circumstances. Business justifications for entry into the Sale Transaction and the Asset Purchase Agreement include, without limitation, the following: (a) the Asset Purchase Agreement constitutes the highest or best offer received for the Acquired Assets; (b) the Asset Purchase Agreement presents the best opportunity to maximize the value of the Acquired Assets on a going-concern basis and to avoid decline and devaluation as a result of delay or liquidation; (c) failure to consummate the Sale Transaction expeditiously, as provided under the Asset Purchase Agreement, could materially diminish creditor recoveries; and (iv) the immediate consummation of the Sale Transaction is necessary to maximize the value of the Debtors' estates.

G. Marketing Process. As demonstrated by (i) the evidence adduced or proffered at the Sale Hearing, and (ii) the testimony adduced or proffered at the Sale Hearing, the Debtors and their advisors thoroughly marketed the Debtors' assets (including the Acquired Assets). Based upon the record of these proceedings all prospective purchasers have been afforded a reasonable and fair opportunity to bid for the Debtor's assets (including the Acquired Assets).

H. Highest or Best Value. The Debtors determined, in their reasonable business judgment, in a manner consistent with their fiduciary duties and, in consultation with the Official Committee of Unsecured Creditors, the DIP ABL Agent, and Prepetition ABL Agent, that consummating the Sale Transaction will yield greater value to the Debtors' estates than would have been provided by any other available alternative transaction.

I. Fair Consideration. The consideration the Purchaser will pay under the Asset Purchase Agreement constitutes (i) fair and reasonable consideration for the Acquired Assets; and (ii) reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, the Uniform Voidable Transactions Act and other laws of the United States, any state, territory, possession thereof or the District of Columbia.

J. Free and Clear Sale. The Debtors may sell the Acquired Assets free and clear of all Encumbrances (unless otherwise expressly assumed under, or expressly permitted by, the Asset Purchase Agreement), because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Any holders of Encumbrances that objected to the Sale Transaction or the Sale Motion and that have an Encumbrance on the Acquired Assets could be compelled in a legal or equitable proceeding to accept money in satisfaction of such Encumbrance pursuant to section 363(f)(5) of the Bankruptcy Code or fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and, therefore, are adequately protected by having their Encumbrances on the Acquired Assets attach solely to the proceeds of the Sale Transaction ultimately attributable to the sale of the property on which such holders have an Encumbrance, in the same order of priority, and with the same validity, force and effect that such Encumbrances had prior to the consummation of the Sale

Transaction, subject to any rights, claims or defenses of the Debtors and their estates. Any Encumbrance holders that did not object, or that withdrew their objections, to the Sale Motion or the Sale Transaction, are deemed to have consented to the sale of the Acquired Assets free and clear of their respective Encumbrances on the Acquired Assets pursuant to section 363(f)(2) of the Bankruptcy Code. In addition, the DIP ABL Agent (as defined in the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection to the Prepetition ABL Parties, (V) Modifying Automatic Stay, and (VI) Granting Related Relief* [Docket. No. 219] (the "Final DIP Order"), which holds a security interest in the Acquired Assets, has consented to the Sale Transaction on the terms set forth herein subject to the (a) conditions set forth in paragraphs 7 and 21 herein, and (b) the occurrence of the Closing and the payment of the Purchase Price by the Purchaser.

K. Purchaser's Reliance on Free and Clear Sale. The Purchaser would not have entered into the Asset Purchase Agreement and would not consummate the Sale Transaction or the other transactions contemplated thereby if the sale of the Acquired Assets were not free and clear of all Encumbrances (other than with respect to the Assumed Liabilities), or if the Purchaser would, or in the future could, be liable for any such Encumbrances. A sale of the Acquired Assets other than one free and clear of all Encumbrances would adversely impact the Debtors, their estates and their creditors, and would yield substantially less value for the Acquired Assets and the Debtors' estates, with less certainty than provided by the Sale Transaction. The total consideration to be provided under the Asset Purchase Agreement reflects the Purchaser's reliance on this Order to provide it, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, with title to, and possession of, the Acquired Assets free and

clear of all Encumbrances, including, without limitation, any potential derivative, vicarious, transferee or successor liability Encumbrances.

L. As used in this Order, the term "Encumbrance" means any lien (as defined in section 101(37) of the Bankruptcy Code), encumbrance, claim (as defined in section 101(5) of the Bankruptcy Code), charge, mortgage, deed of trust, option, pledge, security interest or similar interests, hypothecations, easements, rights of way, licenses, encroachments, conditional sale or other title retention agreements and other similar restrictions on transfer or use.

M. No Successor or Other Derivative Liability. By consummating the Sale Transaction pursuant to the Asset Purchase Agreement, the Purchaser is not a mere continuation of any of the Debtors or any Debtor's estate, and there is no continuity of enterprise or otherwise or common identity between the Purchaser and any Debtor. The Purchaser is not holding itself out as a continuation of any Debtor. The Purchaser is not a successor to any Debtor or any Debtor's estate by reason of any theory of law or equity, and the Sale Transaction does not amount to a consolidation, merger or *de facto* merger of the Purchaser and the Debtors or any of the Debtors' estates. Neither the Purchaser nor any of its affiliates or their respective successors, assigns, members, partners, principals or shareholders (or the equivalent thereof) shall assume or in any way be responsible for any obligation or liability of any Debtor (or any affiliate of any Debtor) or any Debtor's estate, except as expressly provided in the Asset Purchase Agreement. The sale and transfer of the Acquired Assets to the Purchaser, including the assumption by the Debtors and assignment, transfer and/or sale to the Purchaser of any of the Assigned Contracts, will not subject the Purchaser to any liability with respect to the operation of the Debtors' business prior to the Closing or by reason of such transfer, except that, upon the Closing, the Purchaser shall remain liable for the applicable Assumed Liabilities.

N. Good Faith. The Debtors, the Purchaser and their respective counsel and other advisors have negotiated and entered into the Asset Purchase Agreement and each of the transactions contemplated thereby in good faith, without collusion and from arms'-length bargaining positions. The Purchaser is a good faith purchaser, and is acting in good faith within the meaning of section 363(m) of the Bankruptcy Code, and, as such, is entitled to all of the protections afforded thereby. The Debtors were free to deal with any other party interested in acquiring all or some of the Acquired Assets. Neither the Debtors nor the Purchaser have engaged in any conduct that would cause or permit the Sale Transaction, the Asset Purchase Agreement or any of the transactions contemplated thereby to be avoided or subject to monetary damages under section 363(n) of the Bankruptcy Code, or that would prevent the application of sections 363(m) of the Bankruptcy Code. The Purchaser has not violated section 363(n) of the Bankruptcy Code by any action or inaction. Specifically, the Purchaser has not acted in a collusive manner with any person or entity. All payments to be made by the Purchaser and all agreements entered into by the Purchaser and the Debtors under the Asset Purchase Agreement in connection with the Sale Transaction have been disclosed and are appropriate. The Asset Purchase Agreement was not entered into, and the Sale Transaction is not being consummated, for the purpose of hindering, delaying or defrauding creditors under laws of the United States, any state, territory, possession thereof or the District of Columbia, or any other applicable law. Neither the Debtors nor the Purchaser have entered into the Asset Purchase Agreement (or any ancillary documentation executed in connection therewith) or are consummating the Sale Transaction with any fraudulent or otherwise improper purpose, or for the purpose of statutory or common law fraudulent conveyance or 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 or any other applicable jurisdiction.

O. Insider Status. The Purchaser is not an "insider" of any Debtor, as that term is defined in section 101(31) of the Bankruptcy Code.

P. Assumption and Assignment of Assigned Contracts. The assumption and assignment of the Assigned Contracts, including any additional Assigned Contracts added pursuant to section 1.5 of the Asset Purchase Agreement, are an integral part of the Sale Transaction, are in the best interests of the Debtors and their estates and represent the valid and reasonable exercise of the Debtors' sound business judgment. Specifically, the assumption and assignment of the Assigned Contracts (i) are necessary to sell the Acquired Assets to the Purchaser as contemplated by the Asset Purchase Agreement, (ii) allow the Debtors to sell the Acquired Assets to the Purchaser as a going concern, (iii) limit the losses suffered by the Counterparties to the Assigned Contracts and (iv) maximize the recoveries of other creditors of the Debtors by eliminating claims against the Debtors' estates that would arise from the Debtors' rejection of the Assigned Contracts. Any Counterparty to any Contract that has not actually filed an objection to the Debtors' assumption and assignment of such Contract, or to the applicable Cure Costs (as defined below), as of the date specified in the Scheduling Order and the Cure Notice is deemed to have consented to the assumption and assignment of the Assigned Contract and to the applicable Cure Costs.

Q. Compliance with Section 365 of the Bankruptcy Code. The Debtors have met all requirements of section 365(b) of the Bankruptcy Code with respect to the assumption and assignment of each of the Assigned Contracts, including any additional Assigned Contracts added pursuant to section 1.5 of the Asset Purchase Agreement. The Debtors have provided

adequate assurance (within the meaning of section 365(b)(1) of the Bankruptcy Code) of cure of any default existing under any of the Assigned Contracts on or before the Closing Date and responsibility for satisfaction of such cure obligations will be addressed as provided for in the Asset Purchase Agreement. The Purchaser has demonstrated adequate assurance of future performance of and under the Assigned Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. Pursuant to section 365(f) of the Bankruptcy Code, the Assigned Contracts shall be assigned and transferred to, and remain in full force and effect for the benefit of, the Purchaser, notwithstanding any provision in the Assigned Contracts or other restrictions prohibiting their assignment or transfer.

R. Modifications to Assigned Contracts. Subject to the terms and requirements of the Asset Purchase Agreement, including section 1.5 thereof, the Purchaser has the right to add or remove Contracts from the list of Assigned Contracts. The Purchaser would not have agreed to the Sale Transaction without such modification rights. The notice and opportunity to object provided to Counterparties to such Assigned Contracts and to other parties in interest fairly and reasonably protect any rights that such Counterparties and other parties in interest may have with respect to such Assigned Contracts.

S. Property of the Estates. The Acquired Assets constitute property of the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code.

T. Validity of the Sale Transaction. The consummation of the Sale Transaction is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f) of the Bankruptcy Code and all of the applicable requirements of such sections have been complied with in all respects in connection with the Sale Transaction. As of the Closing, the sale and assignment of the

Acquired Assets and the Assigned Contracts to the Purchaser will be a legal, valid and effective transfer of the Acquired Assets and the Assigned Contracts, and will vest the Purchaser with all right, title and interest of the Debtors in and to the Acquired Assets and the Assigned Contracts free and clear of all Encumbrances (other than any Encumbrances expressly assumed under, or expressly permitted by, the Asset Purchase Agreement) to the fullest extent permitted by section 363 of the Bankruptcy Code. The Debtors have full corporate or other applicable authority to execute the Asset Purchase Agreement and all other documents contemplated thereby, and the Sale Transaction has been duly and validly authorized by all necessary corporate action of the Debtors. Upon entry of this Order, other than any consents identified in the Asset Purchase Agreement, no consent or approval from any other person, entity or legal authority is required to consummate the Sale Transaction.

U. No Stay of Order. Time is of the essence to implement the Asset Purchase Agreement and consummate the Sale Transaction. The Sale Transaction must be approved and consummated promptly in order to preserve the value of the Acquired Assets and to maximize the value to the Debtors, their estates, their creditors and all other parties in interest and to ensure the Debtors' compliance with their obligations under their postpetition financing agreements. The Debtors have demonstrated compelling circumstances and sound business justifications for the immediate approval and consummation of the Sale Transaction as contemplated by the Asset Purchase Agreement. Notwithstanding the provisions of Bankruptcy Rules 6004(h), 6006(d), 7062 or any applicable provisions of the Local Rules, this Order shall not be stayed and shall be effective and enforceable immediately upon entry.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Sale Motion Granted. The Sale Motion as to the sale of the Acquired Assets to Purchaser is GRANTED as set forth herein.

2. Objections Overruled. Any objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, adjourned or settled and all reservations of rights included in such objections are hereby overruled on the merits with prejudice.

3. Sale Transaction Approved. The Debtors are authorized to enter into the Asset Purchase Agreement and all transactions contemplated thereby.

4. Debtors' Performance. The Debtors are hereby authorized to enter into and perform their obligations under the Asset Purchase Agreement, and to take such other actions as may be necessary or desirable to effectuate the terms of the Asset Purchase Agreement and other instruments or documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Asset Purchase Agreement, the Sale Transaction, and this Order, including, without limitation, deeds, assignments, stock powers, transfers of membership interests and any other instruments of transfer, without further order of the Court. In accordance with the terms of the Asset Purchase Agreement, the Debtors are hereby further authorized to take all other actions as may reasonably be requested by the Purchaser or otherwise for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser, or reducing to the Purchaser's possession any or all of the Acquired Assets and the Assigned Contracts, as may be necessary or appropriate for the Debtors to perform their obligations under the Asset Purchase Agreement and consummate the Sale Transaction, without further order of the Court.

5. The Debtors are hereby authorized and empowered to cause to be executed and filed such statements, instruments, releases and other documents with respect to the Acquired Assets that are necessary or appropriate to effectuate the Asset Purchase Agreement, the Sale Transaction, and this Order, including, as applicable, amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors may determine are necessary or appropriate (in all cases subject to the terms of the Asset Purchase Agreement).

6. Valid Transfer. Effective as of the Closing Date, the sale and assignment of the Acquired Assets and the Assigned Contracts by the Debtors to the Purchaser shall constitute a legal, valid and effective transfer of the Acquired Assets and the Assigned Contracts, notwithstanding any requirement for approval or consent by any person, and will vest the Purchaser with all right, title and interest of the Debtors in and to the Acquired Assets and the Assigned Contracts, free and clear of all Encumbrances (other than any Encumbrances expressly assumed under, or expressly permitted by, the Asset Purchase Agreement), pursuant to section 363(f) of the Bankruptcy Code.

7. Free and Clear Sale. Except to the extent specifically provided in the Asset Purchase Agreement, upon the Closing Date, the Debtors shall be, and hereby are, authorized and empowered, pursuant to sections 105, 363(b), 363(f) and 363(k) of the Bankruptcy Code, to sell and transfer to the Purchaser the Acquired Assets. The sale and transfer of the Acquired Assets to the Purchaser shall vest the Purchaser with all right, title and interest of the Debtor in and to the Acquired Assets free and clear of any and all Encumbrances of any person or entity (other than any Encumbrances expressly assumed under, or expressly permitted by, the Asset Purchase

Agreement) to the maximum extent permitted by section 363 of the Bankruptcy Code, with all such Encumbrances to attach to the proceeds of the Sale Transaction attributable to the sale of the property on which such holders have an Encumbrance, in the same order of priority, and with the same validity, force and effect that such Encumbrances had prior to the consummation of the Sale Transaction, subject to any rights, claims or defenses of the Debtors or their estates. Pursuant to section 2.05(d) of that certain DIP ABL Agreement (as defined in the Final DIP Order), and in accordance with the Final DIP Order, the net proceeds of the Sale Transaction shall be used to repay the Obligations and the Prepetition Obligations (each as defined in the DIP ABL Agreement) immediately upon the receipt of such proceeds. For the avoidance of doubt, the Acquired Assets constitute DIP Collateral (as defined in the Final DIP Order), and all proceeds from the sale or other disposition of, or other revenue of any kind attributable to, any DIP Collateral that shall come into the possession or control of any Debtors shall be subject to the DIP Liens (as defined in the Final DIP Order) and be distributed in accordance with the Final DIP Order. Following the Closing, no holder of any Encumbrance on any of the Acquired Assets shall interfere with the Purchaser's use or enjoyment of any of the Acquired Assets based on or related to such Encumbrance or any actions that the Debtors have taken or may take in their Chapter 11 Cases and no interested party may take any action to prevent, interfere with or otherwise enjoin consummation of the Sale Transaction.

8. The provisions of this Order authorizing the sale and transfer of the Acquired Assets free and clear of Encumbrances 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 in order to effectuate, consummate or implement the provisions of this Order. For the avoidance of doubt, on or after the Closing Date, the Debtors and/or the

Purchaser shall be authorized, but not directed, to file any such releases, termination statements, assignments, consents or other instruments in any jurisdiction to record the release, discharge and termination of Encumbrances on the Acquired Assets pursuant to the terms of this Order.

9. Direction to Creditors. This Order shall be (a) effective as a determination that, as of the Closing Date, all Encumbrances on the Acquired Assets (except as otherwise expressly assumed under, or expressly permitted by, the Asset Purchase Agreement) shall be unconditionally released, discharged and terminated as to the Purchaser and the Acquired Assets; and (b) binding upon all persons and entities, including all the Debtors' creditors and any holder of an Encumbrance on any of the Acquired Assets, and all such persons and entities are hereby authorized to execute such documents and take all other actions as may be reasonably necessary to release their respective Encumbrances on the Acquired Assets, if any. If any person or entity that has filed a financing statement, mortgage, mechanics lien, *lis pendens* or other document, instrument, notice or agreement evidencing any Encumbrance on the Acquired Assets has not delivered to the Debtors on or before the Closing, in proper form for filing and executed by the appropriate parties, termination statements, releases or instruments of satisfaction that the person or entity has with respect to the Acquired Assets, subject to the terms of the Asset Purchase Agreement, the Debtors and/or the Purchaser are authorized to (x) execute and file such termination statements, releases, instruments of satisfaction or other documents with respect to the Acquired Assets on behalf of the applicable person or entity; and (y) 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 Encumbrances on the Acquired Assets. 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, local, tribal or foreign government agency, department or office.

10. Authorization of Recording Officers. This Order shall be binding upon all persons and entities, including filing agents or officers, title agents or companies, recorders of mortgages or deeds, registrars, administrative agencies, governmental units or departments, secretaries of state, governmental officials and all other persons or entities that 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 regarding the Acquired Assets or who may be required to report or insure any title or state of title in or to the Acquired Assets, (collectively, the "Recording Officers"). All Recording Officers are hereby authorized to (a) accept any and all documents or instruments necessary and appropriate to consummate the Sale Transaction or to record and reflect that the Purchaser is the owner of the Acquired Assets free and clear of all Encumbrances (unless otherwise expressly assumed under, or expressly permitted by, the Asset Purchase Agreement) and (b) strike all recorded Encumbrances on the Acquired Assets from their records.

11. Surrender of Acquired Assets. All persons or entities in possession or control of any of the Acquired Assets, either presently or on or before the Closing Date, are authorized to surrender possession or control of the Acquired Assets to the Purchaser on the Closing Date.

12. No Successor Liability. The Purchaser and its affiliates and their respective predecessors, successors, assigns, members, partners, officers, directors, principals and shareholders (or the equivalent thereof) are not and shall not be (a) deemed a "successor" in any respect to any of the Debtors or any of their estates as a result of the consummation of the Sale Transaction or any other event occurring in the Debtors' Chapter 11 Cases under any theory of law or equity; (b) deemed to have, *de facto* or otherwise, merged or consolidated with or into any of the Debtors or any of their estates; (c) deemed to be an alter ego of or have a common identity with any of the Debtors; (d) deemed to have a continuity of enterprise with any of the Debtors;

or (e) deemed to be a continuation or substantial continuation of any of the Debtors or any enterprise of any of the Debtors, including (with respect to clause (a) through (e) of this paragraph) within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental, products liability or other law, doctrine rule or regulation (including any filing requirements under any such laws, rules or regulations) with respect to the Debtors' liability under such law, doctrine, rule or regulation.

13. The Purchaser shall not assume, nor be deemed to have assumed or in any way be responsible for any liability or obligation, of any of the Debtors or any of their estates including, but not limited to, any Excluded Liabilities, any bulk sales law, successor or vicarious liability, liability or responsibility for any claim against any of the Debtors or against any insider of any of the Debtors or similar liability, except as otherwise expressly provided in the Asset Purchase Agreement with respect to the Assumed Liabilities. The Sale Motion and Cure Notice contain sufficient notice of such limitation in accordance with applicable law. Except for the Purchaser's assumption of the Assumed Liabilities pursuant to the Asset Purchase Agreement, the transfer of the Acquired Assets and the Assigned Contracts to the Purchaser under the Asset Purchase Agreement will not result in (a) the Purchaser, its affiliates or any of their respective predecessors, successors, assigns, members, partners, officers, directors, principals or shareholders (or the equivalent thereof) or any of the Acquired Assets having any liability or responsibility for any claim against any of the Debtors or against any insider of any of the Debtors (including, without limitation, Excluded Liabilities); (b) the Purchaser, its affiliates or any of their respective predecessors, successors, assigns, members, partners, officers, directors, principals or shareholders (or the equivalent thereof) or any of the Acquired Assets having any liability whatsoever with respect to or be required to satisfy in any manner, whether at law or in equity,

whether by payment, setoff, recoupment or otherwise, directly or indirectly, any Encumbrances or Excluded Liabilities; or (c) the Purchaser, its affiliates or any of their respective predecessors, successors, assigns, members, partners, officers, directors, principals or shareholders (or the equivalent thereof) or any of the Acquired Assets having any liability or responsibility to any of the Debtors except as is expressly set forth in the Asset Purchase Agreement.

14. Effective upon the Closing Date, all persons and entities are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against the Purchaser, its assets (including the Acquired Assets) or its successors or assigns, with respect to any (a) Encumbrance on the Acquired Assets or (b) successor, transferee, vicarious or other similar liability or theory of liability, including (i) commencing or continuing any action or other proceeding pending or threatened, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Order or other orders of the Court or the agreements or actions contemplated or taken in respect hereof or thereof; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any Encumbrance; (iv) asserting any setoff, right of subrogation or recoupment of any kind; or (v) revoking, terminating or failing or refusing to renew any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with the Acquired Assets.

15. Assumption and Assignment of Assigned Contracts. Under sections 105(a), 363 and 365 of the Bankruptcy Code, and subject to and conditioned upon the closing of the Sale Transaction, the Debtors' assumption and assignment of the Assigned Contracts to the Purchaser free and clear of all Encumbrances pursuant to the terms of the Asset Purchase Agreement, as

modified by the terms of any amendments reached by the Purchaser and the respective Counterparty, is hereby approved, and the requirements of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code with respect thereto are hereby deemed satisfied. Upon the Debtors' assumption and assignment of the Assigned Contracts to the Purchaser, each applicable Counterparty shall be forever barred, estopped and permanently enjoined from raising or asserting against the Debtors, the Purchaser or their respective property, any assignment fee, default, breach, claim, pecuniary loss, liability or obligation (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, known or unknown, liquidated or unliquidated senior or subordinate), counterclaim, defense, setoff or any other matter arising under or out of, in connection with or in any way related to, the Assigned Contracts existing as of the Closing Date or arising by reason of the Closing. Upon the Debtors' assumption and assignment of the Assigned Contracts to the Purchaser, the Purchaser shall be fully and irrevocably vested with all right, tile and interest of the Debtors in and to the Assigned Contracts and the Assigned Contracts shall be deemed to be valid and binding and in full force and effect and enforceable in accordance with their terms. The Debtors' assumption and assignment of the Assigned Contracts to the Purchaser shall not constitute a default under or a termination of any Assigned Contract.

16. Cure Obligations. Any defaults or other obligations under the Assigned Contracts shall be deemed cured by the Purchaser's payment or other satisfaction of the cure amounts, if any, associated with the Assigned Contracts (the "Cure Costs").

17. Cure Objections. Except as provided herein, all objections to the Debtors' calculation of Cure Costs with respect to any of the Assigned Contracts (each such objection, a "Cure Objection") have been overruled, withdrawn, waived, adjourned, settled or otherwise

resolved. Any Cure Objections as to applicable Cure Costs that have not been resolved by the parties may be heard at the next scheduled omnibus hearing in these Chapter 11 Cases, a later date as set by the Court, or as mutually agreed by the Debtors, the Purchaser, and the applicable objecting Counterparty. The pendency of a dispute relating to Cure Costs of a particular Assigned Contract shall not prevent or delay the assumption or assignment of any other Assigned Contract or the closing of the Sale Transaction.

18. Adequate Assurance. The Purchaser has provided adequate assurance of future performance under the Assigned Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. Any objections to Adequate Assurance that have not been withdrawn, waived, or settled and all reservations of rights included in such objections are hereby overruled on the merits with prejudice. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the Debtors' assumption and assignment of the Assigned Contracts to the Purchaser have been satisfied.

19. Anti-Assignment Provisions Unenforceable. No section or provision of any Assigned Contract that purports to (a) prohibit, restrict or condition the assignment of an Assigned Contract, including, but not limited to, the conditioning of such assignment on the consent of any Counterparty to such Assigned Contract, or the granting of any right of first refusal or similar right to a Counterparty; (b) authorize the termination, cancellation or modification of an Assigned Contract based on the filing of a bankruptcy case, an assignment of an Assigned Contract, the financial condition of the Debtors, or similar circumstances; (c) declare a breach or default as a result of a change in control in respect of the Debtors; or (d) provide for additional payments, profit sharing, penalties, conditions, renewals, extensions, charges or other financial accommodations in favor of the Counterparty to an Assigned Contract, or modification of any

term or condition upon the assignment of an Assigned Contract or the occurrence of the conditions set forth in subsection (b) above, shall have any force or effect, and any such section or provision constitutes an unenforceable anti-assignment provision under section 365(f) of the Bankruptcy Code and/or is otherwise unenforceable under section 365(e) of the Bankruptcy Code.

20. Direction to Contract Counterparties. All Counterparties to Assigned Contracts assigned to the Purchaser in accordance with the terms of this Order and the Asset Purchase Agreement shall cooperate with, and expeditiously execute and deliver upon, any reasonable request of the Purchaser, and shall not charge the Purchaser for, any instruments, applications, consents or other documents that may be required or requested by any governmental unit or other public or quasi-public authority or other party to effectuate the applicable transfers in connection with the Debtors' assumption and assignment of the Assigned Contracts to the Purchaser; *provided that* this paragraph 20 shall be subject in all respects to provisions of the Assigned Contract that are otherwise not unenforceable during the pendency of any bankruptcy proceeding.

21. DIP ABL Obligations and Carve Out Reserves. Notwithstanding anything to the contrary contained in this Order, upon the Closing of the Sale Transaction, (a) proceeds of the Sale Transaction shall be used in accordance with paragraph 7 herein and to cash collateralize all issued and outstanding letters of credit and bank product obligations in accordance with a payoff letter (the "Payoff Letter") in form and substance acceptable to the DIP ABL Agent (as defined in the Final DIP Order). Professionals for the DIP ABL Agent are authorized to immediately receive and apply any amounts received pursuant to the Payoff Letter; provided, however, that the DIP ABL Agent shall provide the U.S. Trustee and counsel to the Committee with invoices reflecting such professional fees and expenses, and the U.S. Trustee and the

Committee shall have the right to object to the amounts set forth therein in accordance with the procedures set forth in the Final DIP Order. Following entry of this Order, the occurrence of the Closing and in accordance with the Approved Budget (as defined in the Final DIP Order), the Revolver Repayment Date (as defined in the Final DIP Order) shall be deemed to have occurred and (x) the Debtors shall be entitled to fund the Carve Out Reserves (in accordance with, and as defined in, the Final DIP Order), and (y) following the funding of the Carve Out Reserves in accordance with this Order and the Final DIP Order, all ongoing Commitments under the DIP ABL Facility (each as defined in the Final DIP Order) shall be deemed terminated and canceled, and the DIP ABL Agent's and DIP ABL Lenders' obligations under paragraph 33 of the Final DIP Order shall be satisfied and the DIP ABL Agent and the DIP ABL Lenders shall have no further liability whatsoever for any fees or amounts constituting the Carve Out, regardless of when arising or incurred. For the avoidance of doubt, the DIP Liens securing the DIP ABL Obligations shall continue in full force and effect on the DIP Collateral (other than the Acquired Assets) until such time as the DIP ABL Obligations are Paid in Full (as defined in the Final DIP Order and in accordance with the Payoff Letter).

22. Modification of Assigned Contracts List. Subject to the terms and requirements of the Asset Purchase Agreement, including section 1.5 thereof, the Purchaser has the right to timely add or remove Contracts from the list of Assigned Contracts. The Purchaser would not have agreed to the Sale Transaction without such modification rights. The notice and opportunity to object provided to Counterparties to such Assigned Contracts and to other parties in interest, as set forth in the Scheduling Order, Cure Notice, and Assumption and Assignment Notice, and in this Order, fairly and reasonably protect any rights that such Counterparties and other parties in interest may have with respect to such Assigned Contracts.

23. Licenses and Permits. To the extent provided in the Asset Purchase Agreement and available under applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration and any other governmental authorization or approval of the Debtors with respect to the Acquired Assets and the Assigned Contracts, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are authorized to be transferred to the Purchaser as of the Closing Date. To the extent any license or permit necessary for the operation of the Acquired Assets is determined not to be an executory contract that may be assumed and assigned under section 365 of the Bankruptcy Code, the Purchaser shall apply for and obtain any necessary license or permit promptly after the Closing Date, and such license or permit of the Debtors shall remain in place for the Purchaser's benefit until a new license or permit is obtained. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Acquired Assets sold, transferred or conveyed to the Purchaser on account of the filing or pendency of these Chapter 11 Cases or the consummation of the Sale Transaction.

24. No Interference. 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 Acquired Assets to the Purchaser in accordance with the Asset Purchase Agreement and this Order.

25. Purchase of Avoidance Actions. Pursuant to this Order and the Asset Purchase Agreement, the Purchaser is acquiring certain causes of action and claims consistent with the terms of the Asset Purchase Agreement; and the Purchaser shall release all claims, rights, causes of action, and any other rights pursuant to Sections 1. 1.1(f), (p) and (q) of the Asset Purchase Agreement.

26. Good-Faith Purchaser. The Purchaser is a good-faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and is entitled to all of the protections afforded thereby. Pursuant to section 363(m) of the Bankruptcy Code, the reversal or modification on appeal of this Order approving the Sale Transaction under subsection (b) or (c) of the Bankruptcy Code does not affect the validity of the Sale Transaction under this Order to the Purchaser, which purchased the Assigned Acquired Assets in good faith, whether or not the Purchaser knew of the pendency of the appeal, unless this Order and the Sale Transaction were stayed pending appeal.

27. No Avoidance. Neither the Sale Transaction nor the Asset Purchase Agreement is subject to avoidance, and no party is entitled to any damages or other recovery in connection therewith under section 363(n) of the Bankruptcy Code.

28. Bulk Sales. No bulk sales law, bulk transfer law or similar law of any state or other jurisdiction shall apply in any way to the Sale Transaction.

29. Amendments. The Asset Purchase Agreement and any related agreements may be amended, supplemented or otherwise modified by the parties thereto and in accordance with the terms thereof, without further action or order of the Court; *provided that* any such amendment, supplement or modification shall not have a material adverse effect on the Debtors' estates or contravene the provisions of any other order of this Court.

30. Binding Order. This Order and the Asset Purchase Agreement shall be binding upon and govern the acts of all persons and entities, including without limitation, the Debtors and the Purchaser, their respective successors and permitted assigns, including, without limitation, any chapter 11 trustee hereinafter appointed for the Debtors' estates or any trustee appointed in a chapter 7 case of any of the Debtors if any of these Chapter 11 Cases is converted from a case

under chapter 11 to a case under chapter 7, all creditors of any and all of the Debtors (whether known or unknown), all Counterparties to any Assigned Contracts and all Recording Officers. Neither the Sale Transaction nor the Asset Purchase Agreement shall be subject to rejection or avoidance under any circumstances. This Order and the Asset Purchase Agreement shall inure to the benefit of the Debtors, their estates, their creditors, the Purchaser and its respective successors and assigns.

31. Failure to Specify Provisions; Conflicts. The failure specifically to include or mention any particular provision of the Asset Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court, the Debtors, and the Purchaser that the Asset Purchase Agreement be authorized and approved in its entirety, including any amendments thereto as may be made by the parties thereto in accordance with the terms thereof and this Order. Likewise, all of the provisions of this Order are nonseverable and mutually dependent.

32. Automatic Stay. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby modified to the extent necessary, without further order of the Court, to allow the Purchaser to deliver any notice provided for in the Asset Purchase Agreement and to take any and all actions permitted or required under the Asset Purchase Agreement in accordance with the terms and conditions thereof.

33. No Stay of Order. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), 7062 and any applicable Local Rules, this Order shall not be stayed and shall be effective and enforceable immediately upon entry. The provisions of this Order shall be self-executing. Time is of the essence in implementing the Asset Purchase Agreement and closing the Sale Transaction.

34. Governing Terms. To the extent there is any inconsistency between the terms of this Order and the terms of the Asset Purchase Agreement, the terms of this Order shall govern.

35. Retention of Jurisdiction. This Court shall retain jurisdiction to (a) interpret, implement and enforce the terms and provisions of this Order and the Asset Purchase Agreement, including all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith; and (b) decide any issues or disputes concerning this Order, the Asset Purchase Agreement or the rights and duties of the parties hereunder or thereunder, including the interpretation of the terms, conditions and provisions hereof and thereof, and the status, nature and extent of the Acquired Assets and the Assigned Contracts.

36. The Debtors are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

Exhibit 1

Asset Purchase Agreement

EXHIBIT B

Revised APA

Execution Version

ASSET PURCHASE AGREEMENT

DATED AS OF SEPTEMBER 6, 2024

BY AND AMONG

LUMLIQ2, LLC,

AS PURCHASER,

F9 INVESTMENTS, LLC, AS GUARANTOR,

AND

LL FLOORING HOLDINGS, INC.

AND ITS SUBSIDIARIES NAMED HEREIN, AS SELLERS

ARTICLE I
PURCHASE AND SALE OF THE ACQUIRED ASSETS;
ASSUMPTION OF ASSUMED LIABILITIES

1.1 Purchase and Sale of the Acquired Assets 1
1.2 Excluded Assets 5
1.3 Assumption of Certain Liabilities 7
1.4 Excluded Liabilities 7
1.5 Assumption/Rejection of Certain Contracts 7

ARTICLE II
CONSIDERATION; PAYMENT; CLOSING

2.1 Consideration 10
2.2 Deposit 10
2.3 Purchase Price Adjustment 10
2.4 Closing 11
2.5 Closing Deliveries by Sellers 12
2.6 Closing Deliveries by Purchaser 12
2.7 Withholding 13
2.8 Allocation 13

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLERS

3.1 Organization and Qualification 14
3.2 Authorization of Agreement 15
3.3 Conflicts; Consents 15
3.4 Financial Statements; No Undisclosed Liabilities 16
3.5 Properties 16
3.6 Contracts 17
3.7 No Litigation; Orders 18
3.8 Permits; Compliance with Laws 19
3.9 Environmental Matters 19
3.10 Intellectual Property; Data Security 19
3.11 Tax Matters 22
3.12 Employees 23
3.13 Affiliate Transactions 23
3.14 Suppliers 23
3.15 Brokers 23
3.16 Directors' and Officers' Insurance 23
3.17 No Other Representations or Warranties 24

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PURCHASER

4.1 Organization and Qualification 24

4.2 Authorization of Agreement 24
4.3 Conflicts; Consents 25
4.4 Financing....25
4.5 Brokers....26
4.6 No Litigation....26
4.7 No Foreign Person 26
4.8 Solvency....26
4.9 No Other Representations or Warranties 26

ARTICLE V
BANKRUPTCY COURT MATTERS

5.1 Bankruptcy Court Approval....27
5.2 Assumed Cure Costs 28
5.3 Sale Order 28
5.4 Approval 28

ARTICLE VI
COVENANTS AND AGREEMENTS

6.1 Conduct of Business of Sellers 29
6.2 Access to Information 31
6.3 Employee Matters 33
6.4 Filings and Authorizations....35
6.5 Reasonable Efforts; Cooperation 36
6.6 Further Assurances....36
6.7 Receipt of Misdirected Assets 37
6.8 Acknowledgment by Purchaser 37
6.9 Guaranty....39
6.10 Intellectual Property Matters....40
6.11 Tail Policy....40
6.12 Excluded Fork Lifts 41
6.13 Delivery of Schedules 41
6.14 Cooperation with Reductions to 503(b)(9) Claims 41

ARTICLE VII
CONDITIONS TO CLOSING

7.1 Conditions Precedent to the Obligations of Purchaser and Sellers....41
7.2 Conditions Precedent to the Obligations of Purchaser 41
7.3 Conditions Precedent to the Obligations of Sellers 42
7.4 Frustration of Closing Conditions....43

ARTICLE VIII
TERMINATION

8.1 Termination of Agreement....43
8.2 Effect of Termination....44

ARTICLE IX
TAXES

9.1 Transfer Taxes 45
9.2 Cooperation.....45
9.3 Preparation of Tax Returns and Payment of Taxes 45

ARTICLE X
MISCELLANEOUS

10.1 Non-Survival of Representations and Warranties and Certain Covenants; Certain Waivers 46
10.2 Expenses 46
10.3 Notices 46
10.4 Binding Effect; Assignment.....47
10.5 Amendment and Waiver 48
10.6 Third-Party Beneficiaries.....48
10.7 Non-Recourse 48
10.8 Severability 48
10.9 Construction.....48
10.10 Schedules 48
10.11 Complete Agreement 49
10.12 Specific Performance.....50
10.13 Jurisdiction and Exclusive Venue.....50
10.14 Governing Law; Waiver of Jury Trial 51
10.15 No Right to Set-off.....51
10.16 Counterparts and PDF.....51
10.17 Publicity.....52
10.18 Bulk Sales Laws.....52
10.19 Time of Essence.....52
10.20 Sellers' Representative.....53

ARTICLE XI
ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS

11.1 Certain Definitions.....53
11.2 Index of Defined Terms.....61
11.3 Rules of Interpretation 63

INDEX OF EXHIBITS

EXHIBIT A FORM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT B FORM OF TRADEMARK ASSIGNMENT AGREEMENT

EXHIBIT C FORM OF COPYRIGHT ASSIGNMENT AGREEMENT

EXHIBIT D FORM OF SANDSTON DISTRIBUTION CENTER LEASE

EXHIBIT E KEY TERMS OF TRANSITION SERVICES AGREEMENT

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of September 6, 2024, is made by and among LumLiq2, LLC, a Delaware limited liability company ("**Purchaser**"), F9 Investments, LLC, a Florida limited liability company ("**Guarantor**"), and LL Flooring Holdings, Inc., a Delaware corporation (the "**Company**") and the Subsidiaries of LL Flooring that are indicated on the signature pages attached hereto (together with the Company, each, a "**Seller**," and collectively, "**Sellers**"). Purchaser, Sellers and Guarantor are referred to herein individually as a "**Party**" and collectively as the "**Parties**." Capitalized terms used herein shall have the meanings set forth herein or in Article XI of this Agreement.

WHEREAS, on August 11, 2024 (the "**Petition Date**"), the Company, together with certain other of the Company's Subsidiaries, commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), which cases are jointly administered for procedural purposes as In re LL Flooring Holdings, Inc., case number 24 11680 (collectively, the "**Bankruptcy Cases**");

WHEREAS, Buyer has delivered to the Deposit Escrow Agent an amount in cash equal to $4,100,000.00 of the Purchase Price (the "**Deposit**") in immediately available funds;

WHEREAS, Purchaser desires to purchase the Acquired Assets and assume the Assumed Liabilities from Sellers, and Sellers desire to sell, convey, assign and transfer to Purchaser the Acquired Assets together with the Assumed Liabilities, in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, sections 105, 363 and 365 of the Bankruptcy Code, in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, all on the terms and subject to the conditions set forth in this Agreement, including the entry and terms of the Sale Order; and

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, intending to be legally bound hereby, the Parties hereby agree as follows.

ARTICLE I
PURCHASE AND SALE OF THE ACQUIRED ASSETS; ASSUMPTION OF ASSUMED LIABILITIES

1.1 Purchase and Sale of the Acquired Assets. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth herein and in the Sale Order, at the Closing, Sellers shall sell, transfer, assign, convey and deliver to Purchaser (or its designee), and Purchaser (or its designee) shall purchase, acquire and accept from Sellers, all of Sellers' right, title and interest in, to and under, as of the Closing, the Acquired Assets, free and clear of all Encumbrances of any kind, nature or description, other than Permitted Encumbrances. "**Acquired Assets**" means all of the properties, rights, interests and other assets of each Seller as of the Closing, whether tangible or intangible, real, personal or mixed and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP, including any such properties, rights, interests and other assets acquired by any Seller after the date hereof and prior

to the Closing subject to the terms of this Agreement, and including Sellers' right, title and interest in and under, as of the Closing, the following assets of each Seller, but excluding in all cases the Excluded Assets:

(a) (i) each Contract (including Acquired Real Property Leases) to which any Seller is a party listed on Schedule 1.1(a); (ii) all Contracts listed on Schedule 1.5, subject to Section 1.5; and (iii) all purchase orders to the extent assignable under applicable law as set out in Schedule 1.1(a) (items in clauses (i) through (iii), the "**Assigned Contracts**");

(b) all (i) accounts receivable, notes receivable, negotiable instruments and chattel paper and other amounts owed to Sellers, together with all security or collateral therefor and any unpaid interest, financing charges or fees accrued thereon or other amounts due with respect thereto, including all causes of action pertaining to the collection of amounts payable, or that may become payable, to Sellers with respect to products sold or services performed on or prior to the Closing Date at the Acquired Leased Real Property (as defined below), (ii) license and royalty receivables, (iii) rebate receivables from suppliers or vendors, (iv) tenant inducement receivables relative to the Acquired Leased Real Property, and (v) other amounts due to Sellers classified as accounts receivable in accordance with GAAP;

(c) to the extent transferable in compliance with applicable Law and not subject to attorney-client privilege or other work product privilege, all Documents;

(d) subject to Section 1.5, all leasehold interests in the leased real property listed on Schedule 1.1(d) (the "**Acquired Leased Real Property**"), including any Leasehold Improvements and all rights of Sellers in and to any permanent fixtures, improvements and appurtenances thereto and any condemnation proceeds or awards allocable to the tenant of any Acquired Real Property Lease and the right to pursue separate claims, as tenant, against the condemnor, and all leases, subleases and other occupancy Contracts with respect thereto (the "**Acquired Real Property Leases**"), and, solely to the extent located on or otherwise appurtenant to the Acquired Leased Real Property, (i) all other rights-of-way, surface leases, surface use agreements, easements, real property interests, real property rights, licenses, servitudes, Permits and privileges constituting real property or a real property interest owned or held for use by Sellers and (ii) Sellers' right, title and interest in and to all structures, facilities or improvements located thereon and all rights, tenements, appurtenant rights and privileges relating thereto ((i) and (ii), collectively, "**Real Property Appurtenances**");

(e) excluding the Excluded Fork Lifts (it being understood that the Excluded Fork Lifts shall not reduce the Purchase Price), all tangible assets (including Equipment, accessories, materials, machinery and all other similar items of tangible personal property or capital assets) of Sellers, including the tangible assets owned, leased or used (or held for use) by Sellers, located in each of (i) Acquired Leased Real Property and (ii) the Sandston Distribution Center (the "**DC**");

(f) all rights against third parties (including customers, suppliers, vendors, merchants, manufacturers and counterparties to leases, licenses or any Assigned Contract), including causes of action, claims, counterclaims, defenses, credits, rebates (including any vendor or supplier rebates), demands, allowances, refunds (other than Tax refunds or Tax attributes that

constitute Excluded Assets), causes of action, rights of setoff, rights of recovery, rights of recoupment or rights under or with respect to express or implied guarantees, warranties, representations, covenants or indemnities made by such third parties with respect to any of the Acquired Assets or Assumed Liabilities (in each case, other than against any Seller);

(g) to the extent transferable under applicable Law, all of the rights, interests and benefits (if any) accruing under all Permits and Governmental Authorizations, and all pending applications therefor;

(h) all Seller Intellectual Property (including all rights to collect royalties and proceeds in connection therewith with respect to the period from and after the Closing, all rights to sue, enforce, prosecute and retain or recover damages, costs, or attorneys' fees for past, present and future infringements, dilutions, misappropriations of, or other conflicts with or violations of, such Intellectual Property and all rights of renewal with respect to the foregoing together with all royalties, fees, income, payments and other proceeds due or payable to any Seller from and after the Closing with respect to the foregoing and any and all corresponding rights, privileges and protections that, now or hereafter, may be accruing or secured throughout the world by any applicable law, treaty or other international convention throughout the world, including the right to assign the rights conveyed herein, the same to be held and enjoyed by Purchaser for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives) and Seller IP Rights, to the extent assignable under applicable law and the Contract pursuant to which a Seller obtains such Seller IP Rights;

(i) all goodwill associated with the Acquired Assets;

(j) all Inventory, excluding the Excluded Inventory (the "**Acquired Inventory**");

(k) the Reserved Inventory;

(l) all deposits (including maintenance deposits, and security deposits for rent, electricity, telephone or otherwise but excluding the Existing Customer Deposits) or prepaid or deferred charges and expenses, including all lease and rental payments, that have been prepaid by any Seller listed on Schedule 1.1(l);

(m) subject to section 363(b)(1)(A) of the Bankruptcy Code, all rights of Sellers to the websites, domain names, passwords, telephone and facsimile numbers and email addresses used by each Seller, as well as rights to receive mail and other communications addressed to each Seller (including mail and communications from customers, vendors, suppliers, distributors and agents);

(n) except as contemplated by Section 1.2(f), and to the extent transferable under applicable Law, each insurance policy covering the Business, the Acquired Assets and related to the Assumed Liabilities (the "**Insurance Policies**") and rights and benefits thereunder, including (i) all rights to indemnification for losses, defense costs and settlements, credits, refunds, proceeds, claims (including first-party and third-party insurance claims), causes of action or other rights arising under or relating to such Insurance Policies, (ii) all claims, demands, proceedings

and causes of action asserted or that may be asserted by such Seller under such Insurance Policies and (iii) any letters of credit or other credit support related thereto;

(o) all transferrable benefits and rights (but not any obligations) under non-disclosure or confidentiality or invention assignment, non-compete, non-solicitation, non-interference, non-disparagement or similar agreements or arrangements or clawback arrangements to which any Seller is a party or with respect to which such Seller or any Affiliate of Sellers (or any of the predecessors in interest) is a beneficiary or has any rights thereunder, including any such agreement with current or former directors, managers, officers, employees, contractors or agents of Sellers or any Affiliate of Sellers (or any of the predecessors in interest), or with third parties (but excluding any Excluded Contracts);

(p) all claims, rights or causes of action of any Seller, including but not limited to claims, rights or causes of action arising under Chapter 5 of the Bankruptcy Code, against any counterparties to any Assigned Contract or Acquired Real Property Lease and against any Persons with whom Sellers contracted for goods and services;

(q) all (i) rights (including lien rights), claims (including commercial tort claims), settlement proceeds, causes of action, choses in action, rights of recovery, rights of recoupment, rights of setoff, equity rights and defenses, against Persons (including suppliers, vendors, merchants, manufacturers, counterparties to leases, counterparties to licenses and counterparties to any Assigned Contract or Acquired Real Property Lease) and (ii) rights of indemnity, warranty rights, rights of contribution, rights to refunds (other than Tax refunds or Tax attributes that constitute Excluded Assets), rights of reimbursement and other rights of recovery to the extent relating to the Acquired Assets or Assumed Liabilities;

(r) except to the extent that any transfer or assignment is prohibited by applicable Law and not subject to attorney-client privilege or other work product privilege, (i) all personnel files for Transferred Employees and (ii) to the extent such files relate to any of the Acquired Assets or any of the Assumed Liabilities, all personnel files for any former or current employee of such Seller that is not a Transferred Employee; and

(s) all proceeds and products of any and all of the foregoing Acquired Assets.

EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN ARTICLE III (AS MODIFIED BY THE SCHEDULES) OR ANY CERTIFICATE DELIVERED PURSUANT TO THIS AGREEMENT, (I) SELLERS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, RELATING TO THE BUSINESS, THE ACQUIRED ASSETS OR THE ASSUMED LIABILITIES, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO VALUE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FOR ORDINARY PURPOSES, OR ANY OTHER MATTER, (II) SELLERS MAKE NO, AND HEREBY DISCLAIM ANY, OTHER REPRESENTATION OR WARRANTY REGARDING THE BUSINESS, THE ACQUIRED ASSETS OR THE ASSUMED LIABILITIES AND (III) THE ACQUIRED ASSETS AND THE ASSUMED LIABILITIES ARE CONVEYED ON AN "AS IS, WHERE IS" BASIS AS OF THE CLOSING, AND PURCHASER SHALL RELY UPON THEIR OWN EXAMINATION THEREOF.

1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, in no event shall Sellers be deemed to sell, transfer, assign, convey or deliver, and Sellers shall retain all right, title and interest to, in and under the following properties, rights, interests and other assets of Sellers (collectively, the "**Excluded Assets**"):

(a) all Cash and Cash Equivalents;

(b) (i) all deposits (including maintenance deposits, and security deposits for rent, electricity, telephone or otherwise) or prepaid or deferred charges and expenses, including all lease and rental payments, that have been prepaid by any Seller, in each case of this clause (i), solely to the extent in respect of an Excluded Asset, (ii) all customer deposits ("**Existing Customer Deposits**"), and (iii) any retainers or similar amounts paid to Advisors or other professional service providers;

(c) subject to Section 1.5, all Contracts of Sellers that are not Assigned Contracts (the "**Excluded Contracts**"), and for the avoidance of doubt, all Contracts (including engagement letters) between any Seller or Sellers, on one hand, and any broker, investment banker, financial advisor or other Person that provides for the payment of a fee, commission or similar amount by a Seller to any such Person shall be Excluded Contracts;

(d) all documents (including information stored on the computer systems, data networks or servers of any Seller, written files, papers, books, reports and records, including those prepared or received by any Seller or any of its Affiliates or Representatives) (i) to the extent they relate exclusively to any of the other Excluded Assets or Excluded Liabilities, (ii) that are Sellers' financial accounting Documents to the extent relating to the business activities of Sellers unrelated to the Business, all minute books, organizational documents, stock certificates and stock registers of any Seller as pertaining to the ownership, organization or existence of such Seller, Tax Returns (and any related work papers), corporate seal, checkbooks and canceled checks, (iii) that any Seller is required by Law to retain;

(e) all documents prepared or received by any Seller or any of its Affiliates or on their behalf in connection with the sale of the Acquired Assets, this Agreement or the other Transaction Agreements, the transactions contemplated hereby or thereby, or the Bankruptcy Cases that are subject to any attorney-client privilege or other work product privilege, including (i) all records and reports prepared or received by Sellers or any of their respective Affiliates or Advisors in connection with the sale of the Acquired Assets and the transactions contemplated hereby, including analyses relating to the business of Purchaser or its Affiliates so prepared or received, (ii) all bids and expressions of interest received from third parties with respect to the acquisition of any of Sellers' businesses or assets, (iii) all privileged materials, documents and records of any Seller or any of its Affiliates and (iv) any other files or records to the extent relating exclusively to any Excluded Assets, Excluded Liabilities or the Bankruptcy Cases;

(f) all insurance Contracts or other Contracts associated with any Seller Plan, each insurance policy covering the Excluded Assets or related to the Excluded Liabilities (to bring claims thereunder) and all director and officer insurance policies, and all rights and benefits of any nature of Sellers with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance policies or recoveries;

(g) all stock, membership interests or other equity interests of any Seller or any of their respective Subsidiaries or securities convertible into, exchangeable, or exercisable for any such membership interests or other equity interests, in each case;

(h) all rights, claims and causes of action that any Seller may have against any Person with respect to any Excluded Assets or any Excluded Liabilities;

(i) Sellers' claims, causes of action or other rights under this Agreement, including the Purchase Price hereunder, or any agreement, certificate, instrument or other document executed and delivered between any Seller, on the one hand, and any Purchaser, on the other hand, in connection with the transactions contemplated hereby, or any other agreement between any Seller, on the one hand, and Purchaser, on the other hand, entered into on or after the date hereof;

(j) all Tax refunds and Tax attributes that are not transferred by the operation of applicable Tax Law, except for any refunds of Taxes included in the definition of Assumed Liabilities;

(k) all real estate and all interests in real estate other than the Acquired Leased Real Property (for the avoidance of doubt, the Acquired Leased Real Property includes any Leasehold Improvements and Real Property Appurtenances thereto), including, for the avoidance of doubt, the DC;

(l) any leasehold interest, all tangible assets (including Equipment, accessories, materials, machinery and all other similar items of tangible personal property or capital assets) of Sellers, including the tangible assets owned, leased or used (or held for use) by Sellers at any Excluded Store, the Richmond, Virginia headquarters, the Dallas distribution center or the Pomona distribution center;

(m) the properties, rights, interests and assets set forth on Schedule 1.2(m);

(n) all Seller Plans;

(o) all accounts receivable (or other amounts receivable), and other intercompany obligations, of any Seller or any of its Affiliates or Subsidiaries owed to any Seller;

(p) all claims, rights or causes of action of any Seller for avoidance, recovery, subordination or other relief and actions of Sellers (including, without limitation, any such claims, rights or causes of action arising under chapter 5 of the Bankruptcy Code, including Sections 544, 547, 548, 549 and 550 of the Bankruptcy Code or applicable state statutes) other than those provided in Sections 1.1(f), 1.1(q) and 1.1(p);

(q) the DC (other than pursuant to the DC Lease);

(r) the Excluded Inventory; and

(s) the Excluded Fork Lifts.

1.3 Assumption of Certain Liabilities. On the terms and subject to the conditions set forth herein and in the Sale Order, effective as of the Closing, Purchaser shall irrevocably assume from each Seller (and from and after the Closing assume, pay, perform, discharge, or otherwise satisfy in accordance with their respective terms) only the following Liabilities (collectively, the "**Assumed Liabilities**"):

(a) all Liabilities and obligations of any Seller under the Assigned Contracts and Acquired Real Property Leases that become due from and after the Closing;

(b) all Liabilities (including all government charges or fees) solely to the extent arising out of the ownership of the Acquired Assets and the use thereby, in each case, by Purchaser from and after the Closing Date;

(c) the Accrued PTO for the Transferred Employees (each as defined below);

(d) the Assumed Cure Costs (as defined below); and

(e) all Liabilities and obligations related to or in connection with the Reserved Inventory (including any refund requested by any customer).

For the avoidance of doubt, Excluded Taxes shall not constitute Assumed Liabilities.

1.4 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, Purchaser shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of, or Action against, any Seller, the Business or any of the Acquired Assets of any kind or nature whatsoever, whether absolute, accrued, contingent or otherwise, liquidated or unliquidated, due or to become due, known or unknown, currently existing or hereafter arising, matured or unmatured, direct or indirect, and however arising, whether existing on the Closing Date or arising thereafter as a result of any act, omission or circumstance taking place on or prior to the Closing, other than the Assumed Liabilities (all such Liabilities that are not Assumed Liabilities being referred to collectively herein as the "**Excluded Liabilities**"). For the avoidance of doubt, Excluded Liabilities for all purposes hereunder includes (a) all claims, demands, proceedings and causes of action asserted or that may be asserted by or on behalf of any current or former employees or independent contractors of Sellers (including, without limitation, the Transferred Employees), and any Liabilities, arising out of or relating to the employment or engagement of any current or former employees or independent contractors of Sellers (including, without limitation, the Transferred Employees) on or prior to the Closing Date and (b) all accounts payable (or other amounts payable) and other intercompany obligations of any Seller owed to another Seller or any of its Affiliates or Subsidiaries.

1.5 Assumption/Rejection of Certain Contracts.

(a) Assumption and Assignment of Executory Contracts and Unexpired Leases. Sellers shall provide timely and proper written notice of the motion seeking entry of the Sale Order to all parties to any executory Contracts or unexpired leases to which any Seller is a party that are Assigned Contracts and take all other actions reasonably necessary to cause such Contracts to be assumed by Sellers and assigned to Purchaser, as applicable, pursuant to sections 365, 363, and 364(f) of the Bankruptcy Code. Subject to the approval of the Bankruptcy Court, the Sale Order

shall provide that as of and conditioned on the occurrence of the Closing, the applicable Sellers shall assign or cause to be assigned to Purchaser, as applicable, the Assigned Contracts, each of which shall be identified by the name or appropriate description and date of the Assigned Contract (if available), the other party to the Assigned Contract and the address of such party for notice purposes, all included in a notice filed with the Bankruptcy Court and set forth in Schedule 1.5. Schedule 1.5(a) shall set forth Sellers' good faith amount of the Assumed Cure Costs (as defined below). At the Closing, Sellers shall, pursuant to the Sale Order and the Bill of Sale and Assignment and Assumption Agreement(s), assume and assign to Purchaser (the consideration for which is included in the Purchase Price) all Assigned Contracts that may be assigned by any such Seller to Purchaser pursuant to sections 363, 364(f) and 365 of the Bankruptcy Code, subject to adjustment pursuant to Section 1.5(b). All Cure Costs in respect of all of the Assigned Contracts (the "**Assumed Cure Costs**") shall be paid by Purchaser, including, for the avoidance of doubt, any amounts in excess of the estimates provided on Schedule 1.5; provided that nothing in this sentence shall prejudice Purchasers right of deeming an Assigned Contract an Excluded Contract in accordance with Section 1.5(b).

(b) Excluding or Adding Assigned Contracts Following Closing. As of the date hereof, Sellers shall deliver to Purchaser a list setting forth all executory Contracts and unexpired leases to which any Seller is a party (all such executory Contracts and unexpired leases, whether or not on such list, the "**Available Contracts**").

(i) Purchaser shall have the right to notify Sellers in writing of any Available Contract (including purchase orders but excluding any Assigned Contract on Schedule 1.1(a)) that it does not wish to assume or an Available Contract that Purchaser wishes to add as an Assigned Contract at any time during the period commencing from the date hereof and ending at the end of the auction in connection with the Bankruptcy Cases (the "**Auction**" (or if no Auction occurs, the date that is two (2) Business Days before the commencement of the Sale Hearing (the "**Designation Rights Period**")), and (A) (x) any such Available Contract or previously considered Assigned Contract (other than any Assigned Contract on Schedule 1.1(a)) that Purchaser no longer wishes to assume shall be automatically deemed removed from Schedule 1.5 and automatically deemed to be an Excluded Contract, in each case, without any adjustment to the Purchase Price, and (y) to the extent such notice is provided to Sellers following the Closing but no later than thirty (30) days thereafter, Sellers shall reject any such Contract as promptly as reasonably practicable upon Sellers' receipt of Purchaser's written request that such Contracts be rejected, and (B) any Available Contract or previously considered Excluded Contract that Purchaser wishes to assume as an Assigned Contract shall be automatically deemed added to Schedule 1.5, automatically deemed not to be an Excluded Contract, and assumed by the applicable Seller to sell and assign to Purchaser, without any adjustment to the Purchase Price to the extent notice is provided to Sellers following the Closing of the intention to add an Excluded Contract no later than seven (7) days following Closing. Purchaser shall be solely responsible for the payment, performance and discharge when due of the Liabilities under the Assigned Contracts arising or that are otherwise payable from the time of and after the Closing.

(ii) During the Designation Rights Period, Sellers shall not reject or terminate and shall not amend, supplement, modify, waive any rights under or create an

adverse interest with respect to any Available Contract, or take any affirmative action not required thereby, other than in accordance with this Section 1.5, without the prior written consent of Purchaser, given in its sole discretion.

(iii) During the Designation Rights Period, Purchaser shall be responsible for any and all applicable payment Liabilities of Purchaser, Sellers or any of their respective Affiliates (A) under the Available Contracts and/or (B) as a result of, arising out of or in connection with the operation of any store or distribution center governed by any such Available Contracts that are incurred and come due and payable during the period from and after Closing through the effective date of such Available Contract's assumption and assignment to Purchaser or rejection by any Seller in accordance with this Agreement, in each case other than any Liabilities arising in connection with any breach of this Agreement by any Seller or any of its Affiliates.

(iv) Each of Purchaser and Sellers shall take all actions reasonably required for Sellers to assume and assign the Assigned Contracts and Acquired Real Property Leases to Purchaser; provided that Sellers shall obtain an order of the Bankruptcy Court in a form reasonably satisfactory to Purchaser containing a finding that the proposed assumption and assignment of the applicable Contracts to Purchaser satisfies all applicable requirements of section 365 of the Bankruptcy Code and approving the assumption and assignment of the Assigned Contracts to Purchaser, pursuant to, and subject to the provisions of, section 365 of the Bankruptcy Code.

(v) Purchaser shall as promptly as reasonably practicable, but in any event within three (3) Business Days of assuming any Assigned Contract hereunder, pay all Assumed Cure Costs (if any) in connection with any such assumption in accordance with this Section 1.5 and Section 5.2.

(c) Non-Assignment. Notwithstanding anything to the contrary in this Agreement, to the extent an Acquired Asset is (i) prohibited by any applicable Law or (ii) requires a Consent or Governmental Authorization (other than, and in addition to and determined after giving effect to any order of the Bankruptcy Court, including the Sale Order) in order to permit the sale or transfer to Purchaser any Acquired Asset, and such Consent or Governmental Authorization has not been obtained or such applicable Law remains in effect prior to such time as such Acquired Asset is to be transferred to Purchaser, such asset shall not be an Acquired Asset hereunder and shall not be transferred to, or received by, Purchaser. If any Acquired Asset is deemed not to be assigned pursuant to this clause (ii), the Closing shall nonetheless take place (without any reduction in the Purchase Price) subject to the terms and conditions set forth herein and, thereafter, through the earlier of such time as such Consent or Governmental Authorization is obtained and six (6) months following the Closing Date (or the closing of the Bankruptcy Cases, if shorter), Sellers and Purchaser shall (A) use reasonable best efforts to secure such Consent or Governmental Authorization as promptly as practicable after the Closing and (B) cooperate in good faith in any lawful and commercially reasonable arrangement reasonably proposed by Purchaser, including subcontracting, licensing or sublicensing to Purchaser, any or all of any Seller's rights and obligations with respect to any such Acquired Asset, under which (1) Purchaser shall obtain (without infringing upon the legal rights of such third party or violating any Law) the economic rights and benefits (net of the amount of any related Tax costs imposed on Sellers or

their respective Affiliates or any direct costs associated with the retention and maintenance of such Acquired Asset incurred by any Seller or its Affiliates) with respect to such Acquired Asset with respect to which the Consent or Governmental Authorization has not been obtained and (2) Purchaser shall assume and timely discharge any related burden and obligation with respect to such Acquired Asset. Upon satisfying any requisite Consent or Governmental Authorization requirement applicable to such Acquired Asset after the Closing, such Seller's right, title and interest in and to such Acquired Asset shall promptly be transferred and assigned to Purchaser in accordance with the terms of this Agreement and the Sale Order. Notwithstanding anything herein to the contrary, neither Purchaser nor any Seller will be obligated to pay any consideration therefor to any third party from whom Consent or Governmental Authorization is requested or to initiate any litigation to obtain any such Consent or Governmental Authorization.

ARTICLE II
CONSIDERATION; PAYMENT; CLOSING

2.1 Consideration. The aggregate consideration (collectively, the "**Purchase Price**") to be paid by Purchaser for the purchase of the Acquired Assets shall be: (i) the Fixed Amount; *plus* (ii) the Inventory Price; *plus* (iii) all Assumed Cure Costs.

2.2 Deposit.

(a) Purchaser has delivered to the Deposit Escrow Agent the Deposit in immediately available funds by wire transfer of immediately available funds for deposit into a separate, segregated, non-interest bearing escrow account maintained by the Deposit Escrow Agent. The Deposit shall not be subject to any lien, attachment, trustee process, or any other judicial process of any creditor of any Seller or Buyer and shall be applied against payment of the Purchase Price on the Closing Date or otherwise distributed or returned according to the terms of this Section 2.2.

(b) If this Agreement has been terminated pursuant to Section 8.1(e) or Section 8.1(g), then Sellers shall retain the Deposit.

(c) If this Agreement has been terminated for any reason (other than pursuant to Section 8.1(e) or Section 8.1(g)), then the Deposit shall be returned to Purchaser within three Business Days after such termination.

(d) The Parties agree that Sellers' right to retain the Deposit, as set forth in Section 2.2(b), is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate Sellers for their efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision.

2.3 Purchase Price Adjustment.

(a) On or before the date that is six (6) Business Days prior to the anticipated Closing Date, Purchaser shall identify twenty (20) Acquired Leased Real Property location (such locations, the "**Representative Stores**") to, along with the DC, conduct a physical inventory count

(the "**Inventory Count**"). Sellers may, within one (1) Business Day of receipt of the list of Representative Stores, object to any such Representative Stores identified therein. The Parties agree to work in good faith to identify a replacement store for each Representative Store objected to within three (3) Business Day of Purchaser's receipt of Sellers' objection.

(b) On or before the date that is four (4) Business Days prior to the anticipated Closing Date, (i) Sellers shall deliver to Purchaser a written statement setting forth (A) the Fixed Amount; *plus* (B) the estimated Inventory Price (subject to adjustment pursuant to the Inventory Count, as set out below); *plus* (C) all Assumed Cure Costs.

(c) On the date that is three (3) Business Days prior to the anticipated Closing Date, Sellers shall deliver to Purchaser an estimate of the Acquired Inventory (the "**Estimated Inventory Count**") at the Representative Stores along with the DC. On or before close of business on the third (3rd) day prior to Closing, Sellers shall cause each of the Acquired Leased Real Property to be closed, such that no Inventory shall be sold, or delivered from, any Acquired Leased Real Property. Sellers shall further cause the DC to be closed no later than the close of business on the fourth (4th) day prior to Closing such that no Inventory shall be sold or delivered from either the DC to any Acquired Leased Real Property or any Excluded Store. During the two (2) calendar days immediately preceding the anticipated Closing Date, Purchaser shall have access to the Representative Stores and the DC solely for the purpose of conducting an Inventory Count. The Inventory Count shall be conducted by Purchaser at Purchaser's sole cost and expense (for the avoidance of doubt, Sellers may, at Sellers' expense, designate and have a representative attend and oversee the Inventory Count at each and any Representative Store and the DC) and the final Inventory Count shall be mutually agreed by both Parties acting reasonably and in good faith.

(d) The Inventory Count at the DC shall be deemed to be the final Inventory Count relative to the Inventory located in the DC. Any difference between the final count of the Acquired Inventory at the Representative Stores and the Estimated Inventory Count at the Representative Stores shall be extrapolated to all Acquired Inventory at all Acquired Leased Real Property locations on a percentage basis for the purpose of determining the Inventory Price with respect to the Acquired Inventory at the Acquired Leased Real Property locations. The Inventory Price shall be adjusted accordingly to give effect to the final Inventory Count of the DC and the final Inventory Count of the Acquired Leased Real Property locations.

(e) For the avoidance of doubt, the Inventory Count and any reconciliation related to the Inventory Price shall be based on the landed cost value of the Acquired Inventory. Acquired Inventory does not include Inventory that non-merchantable, which Inventory shall be identified by Sellers prior to the Inventory Count. To the extent non-merchantable inventory remains in a location acquired by Purchaser after Closing, such non-merchantable inventory shall be deemed abandoned, and Purchaser may destroy or otherwise dispose of such inventory at its discretion.

(f) Sellers shall make available to Purchaser such books and records as shall be reasonably requested for purposes of assisting the Inventory Count.

2.4 Closing. Upon the terms and subject to the conditions contained in this Agreement, the closing of the purchase and sale of the Acquired Assets, the delivery of the Purchase Price, the

assumption of the Assumed Liabilities and the consummation of the other transactions contemplated by this Agreement (the "**Closing**") will take place by telephone conference and electronic exchange of documents and signatures (or, if the Parties agree to hold a physical closing, at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, located at One Manhattan West, New York, New York 10001 or such other physical location as the parties mutually agree) at 10:00 a.m. Eastern Time on the date that is the second (2nd) Business Day following, subject to the satisfaction or, to the extent permitted by applicable Law, due waiver (by the Party entitled to the benefit of such condition) of the closing conditions set forth in Article VII (other than conditions that by their terms or nature are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permitted by applicable Law, waiver of those conditions), or at such other place and time as the Parties may agree in writing. The date on which the Closing actually occurs is referred to herein as the "**Closing Date**." As of the date hereof, the parties anticipate that the Closing shall take place on September 30, 2024. For financial, accounting and economic purposes, including risk of loss, and for all other purposes under this Agreement, upon the occurrence of the Closing, the Closing shall be deemed to have occurred at 12:01 a.m., New York City time, on the Closing Date.

2.5 Closing Deliveries by Sellers. At or prior to the Closing, Sellers shall deliver to Purchaser:

(a) bill of sale and assignment and assumption agreement substantially in the form of Exhibit A (the "**Bill of Sale and Assignment and Assumption Agreement**"), duly executed by the applicable Sellers;

(b) trademark assignment agreements substantially in the form of Exhibit B (the "**Trademark Assignment Agreement**"), duly executed by the applicable Sellers;

(c) copyright assignment agreements substantially in the form of Exhibit C (the "**Copyright Assignment Agreement**"), duly executed by the applicable Sellers;

(d) all documents required to effect the transfer of title to each Vehicle to Purchaser;

(e) the Transition Services Agreement, duly executed by the applicable Sellers;

(f) an IRS Form W-9 executed by each Seller or each Seller's regarded owner for U.S. federal income Tax purposes; and

(g) an officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of the Company certifying that the conditions set forth in Sections 7.2(a), 7.2(b) and 7.2(d) have been satisfied.

2.6 Closing Deliveries by Purchaser. At the Closing, Purchaser shall deliver to (or at the direction of) Sellers:

(a) the Bill of Sale and Assignment and Assumption Agreements, duly executed by Purchaser;

(b) the Trademark Assignment Agreements, duly executed by Purchaser;

(c) the Copyright Assignment Agreements, duly executed by Purchaser;

(d) the Transition Services Agreement, duly executed by Purchaser;

(e) the Closing Purchase Price less the Deposit in cash by wire transfer of immediately available funds to an account or accounts designated by Sellers; and

(f) an officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of each of Purchaser certifying that the conditions set forth in Sections 7.3(a) and 7.3(b) have been satisfied.

2.7 Withholding. Notwithstanding anything in this Agreement to the contrary, Purchaser, Sellers and any other applicable withholding agent (each a "**Withholding Agent**") shall be entitled to deduct and withhold from any amounts otherwise payable pursuant to this Agreement such amounts as are required to be deducted and withheld with respect to the making of such payment under the Tax Code or any other Tax Law. Prior to such deduction or withholding, the applicable Withholding Agent shall use commercially reasonable efforts to provide the party in respect of which such deduction or withholding is required written notice of such deduction or withholding and a reasonable opportunity to provide forms or other evidence that would reduce or exempt such deduction or withholding under applicable Law. To the extent that amounts are so deducted and withheld and paid to the appropriate Governmental Body, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

2.8 Allocation.

(a) For U.S. federal (and where applicable, state and local) income Tax purposes, the parties agree to allocate the Purchase Price, the Assumed Liabilities, and any other amounts treated as consideration to any Seller in respect of the Acquired Assets pursuant to this Agreement for U.S. federal (and where applicable, state and local) income Tax purposes (collectively, the "**Tax Consideration**") among the Acquired Assets in accordance with Section 1060 of the Tax Code, pursuant to the following procedures. No later than ninety (90) days following the Closing Date, Purchaser shall provide Sellers with a proposed allocation of the Tax Consideration among the Acquired Assets (the "**Proposed Allocation**"). Sellers may object to the Proposed Allocation by delivering to Purchaser, within thirty (30) days of receipt by Sellers of the Proposed Allocation, notice of objection to the Proposed Allocation (an "**Allocation Objection Notice**"), which shall specify in reasonable detail the basis for such objection. If Sellers fail to deliver an Allocation Objection Notice to Purchaser prior to the expiration of such thirty (30)-day period, the Proposed Allocation shall become final, binding and conclusive upon Sellers and Purchaser (the "**Allocation**"). If Sellers timely deliver an Allocation Objection Notice, then Purchaser and Sellers shall negotiate in good faith to resolve the disputed items. If Purchaser and Sellers are able to reach agreement on the disputed items within thirty (30) days after the Allocation Objection Notice has been received by Purchaser, the Proposed Allocation, as modified to reflect such agreement between Purchaser and Sellers, shall be the Allocation. If Purchaser and Sellers are unable to reach such an agreement within thirty (30) days after the Allocation Objection Notice

has been received by Purchaser, all unresolved disputed items shall be promptly referred to a mutually agreed, nationally recognized accounting firm (the "**Independent Arbiter**"). The Independent Arbiter shall be directed to render a written report on the unresolved disputed items with respect to the allocation of the Tax Consideration as promptly as practicable, but in no event more than thirty (30) days after such submission to the Independent Arbiter, and to resolve only those unresolved disputed items set forth in the Allocation Objection Notice. For the avoidance of doubt, the Independent Arbiter's resolution of the disputed items shall be within the ranges proposed by Purchaser and Sellers that are in dispute. If unresolved disputed items are submitted to the Independent Arbiter, Purchaser and Sellers shall each furnish to the Independent Arbiter such work papers, schedules and other documents and information relating to the unresolved disputed items as the Independent Arbiter may reasonably request. The resolution of the disputed items by the Independent Arbiter shall be final, binding and conclusive upon Purchaser and Sellers. The Proposed Allocation, as modified to reflect (x) any agreement as to any disputed items between Purchaser and Sellers and (y) the resolution of the remaining disputed items by the Independent Arbiter, shall be the Allocation. All fees and expenses of the Independent Arbiter shall be allocated to Purchaser and Sellers in the same proportion that the aggregate amount of the items unsuccessfully disputed or defended, as the case may be, by each of Purchaser and Sellers (as determined by the Independent Arbiter) bears to the total amount of the disputed items.

(b) Except to the extent otherwise required pursuant to a "determination" within the meaning of Section 1313(a) of the Tax Code (or any similar provision of state, local or foreign law), each of the parties (x) shall, and shall cause its Affiliates to, file all Tax Returns in a manner consistent with the Allocation and (y) shall not take, and shall cause its Affiliates not to take, any position inconsistent with the Allocation on any Tax Return, in connection with any Tax Action or otherwise.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Schedules delivered by Sellers to Purchaser or the Company's filed or furnished reports, schedules, forms, statements, and other documents (including exhibits and all other information incorporated therein) filed or furnished by the Company with or to the Securities and Exchange Commission since January 1, 2021, after the date hereof and subject to Section 10.10, Sellers jointly and severally represent and warrant to Purchaser as follows:

3.1 Organization and Qualification. Each Seller is a corporation, limited liability company or limited partnership, as applicable, duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation and has all requisite power and authority necessary to carry on the Business as it is now being conducted, except (other than with respect to each Seller's due formation and valid existence) as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or would not materially impair or delay Sellers' ability to consummate the transactions contemplated by this Agreement and the other Transaction Agreements. Each Seller is duly licensed or qualified to do business and is in good standing (where such concept is recognized under applicable Law) in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets leased by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not, individually or in the

aggregate, reasonably be expected to have a Material Adverse Effect or to materially impair or delay Sellers' ability to consummate the transactions contemplated by this Agreement and the other Transaction Agreements.

3.2 Authorization of Agreement. The execution, delivery and performance by each Seller of this Agreement and the other Transaction Agreements to which such Seller is a party, and the consummation by such Seller of the transactions contemplated hereby and thereby, subject to requisite Bankruptcy Court approvals, have been duly authorized by all requisite corporate action, limited liability company action or limited partnership action on the part of such Seller, as applicable, and no other organizational proceedings on such Seller's part are necessary to authorize the execution, delivery and performance by such Seller of this Agreement or the other Transaction Agreements to which it is a party and the consummation by it of the transactions contemplated hereby and thereby. Subject to requisite Bankruptcy Court approvals, this Agreement and the other Transaction Agreements to which each Seller is a party have been, or will be, duly executed and delivered by such Seller and, assuming due authorization, execution and delivery hereof and thereof by the other parties hereto and thereto, constitute, or will constitute, legal, valid and binding obligations of such Seller, enforceable against such Seller in accordance with its and their terms, except as such enforceability (a) may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws of general application affecting or relating to the enforcement of creditors' rights generally and (b) is subject to general principles of equity, whether considered in a proceeding at law or in equity (collectively, the "**Enforceability Exceptions**").

3.3 Conflicts; Consents.

(a) Assuming that (i) requisite Bankruptcy Court approvals are obtained, and (ii) the notices, authorizations, approvals, Orders or consents set forth on Schedule 3.3 are made, given or obtained (as applicable), none of (x) the execution and delivery by Sellers of this Agreement or the other Transaction Agreements to which it is a party, (y) the consummation by Sellers of the transactions contemplated hereby or thereby, or (z) the performance or compliance by Sellers with any of the terms or provisions hereof or thereof (A) conflict with or violate any provision of a Seller's certificate of incorporation or bylaws, certificate of formation or limited liability company agreement, certificate of limited partnership, partnership agreement or other governing documents, as applicable, (B) violate any Law or Order applicable to Sellers or their assets, (C) violate or constitute a breach of or default (with or without notice or lapse of time, or both) under or give rise to a right of termination, modification, or cancelation of any obligation or to the loss of any benefit, terms or provisions of any loan, credit agreement or other Material Contract or accelerate any Seller's obligations under any such loan, credit agreement or other Material Contract, or (D) result in the creation of any Encumbrance (other than a Permitted Encumbrance or DIP Encumbrance) on any properties or assets of any Seller, except, in the case of clauses (B) through (D), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or to materially impair or delay Sellers' ability to consummate the transactions contemplated by this Agreement and the other Transaction Agreements.

(b) Except as set forth on Schedule 3.3, Sellers are not required to file, seek or obtain any notice, authorization, approval, Order, permit, registration with or consent of or with any Governmental Body, in connection with the execution, delivery and performance by Sellers

of this Agreement or the other Transaction Agreements to which they are a party or the consummation by Seller of the transactions contemplated hereby or thereby, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or to materially impair or delay Sellers' ability to consummate the transactions contemplated by this Agreement and the other Transaction Agreements.

3.4 Financial Statements; No Undisclosed Liabilities.

(a) Attached to Schedule 3.4 are Sellers' and its Subsidiaries' audited consolidated balance sheet as of December 31, 2023, and the related consolidated statements of operations, comprehensive loss, cash flows and deficit for the fiscal year then ended (collectively, the "**Audited Financial Statements**") and unaudited consolidated balance sheets as of June 30, 2024 and the related consolidated statements of operations, comprehensive loss, cash flows and deficit for the portion of the fiscal year then ended (the "**Unaudited Financial Statements**" and, together with the Audited Financial Statements, the "**Financial Statements**"). The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and, in the case of Unaudited Financial Statements, subject to (i) normal year-end audit adjustments (none of which are material, individually or in the aggregate) and (ii) the absence of notes (none of which if presented would materially differ in amount or nature from those included in the Audited Financial Statements), and such Financial Statements fairly present in all material respects the consolidated financial position of Sellers and their Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods shown.

(b) Sellers have no Liabilities, required by GAAP to be disclosed or reflected on or reserved on a consolidated balance sheet (or the notes thereto) prepared in accordance with GAAP, except for Liabilities (i) reflected and reserved for in the Financial Statements, (ii) incurred in the Ordinary Course since June 30, 2024, (iii) that are Excluded Liabilities, (iv) arising out of or incurred in connection with this Agreement or the other Transaction Agreements or the transactions contemplated hereby or thereby, (v) that are not and would not reasonably be expected to be material, individually or in the aggregate, (vi) arising from the commencement of the Bankruptcy Cases or (vii) disclosed on Schedule 3.4(b).

3.5 Properties.

(a) Sellers have, in all material respects, good and valid leasehold interest to all Acquired Leased Real Property, free and clear of all Encumbrances (other than Permitted Encumbrances and DIP Encumbrances).

(b) Subject to requisite Bankruptcy Court approvals, and assumption by the applicable Seller of the applicable Contract in accordance with applicable Law (including satisfaction by Purchaser of the Assumed Cure Costs) and except as a result of the commencement of the Bankruptcy Cases, Sellers hold good and valid title to, or good and valid leasehold interest in, all of the material tangible property necessary for, used in or held for use in the conduct of the Business as now conducted, free and clear of all Encumbrances, except for Permitted

Encumbrances and DIP Encumbrances, other than any failure to own or hold such tangible property that is not material to the Business, taken as a whole.

(c) Schedule 3.5(c) sets forth in all material respects a true, correct and complete list of each Vehicle used in the Business indicating if it is leased or owned by a Seller.

(d) Schedule 3.5(d) sets forth in all material respects a true, correct and complete list of all of the Acquired Inventory.

3.6 Contracts.

(a) Schedule 3.6 sets forth a true, correct and complete list of each Material Contract as of the date of this Agreement. For purposes of this Agreement, "**Material Contract**" means any Contract (x) by which any of the Acquired Assets are bound or affected or (y) to which a Seller is a party or by which it is bound in connection with the Acquired Assets (in each case, excluding any Seller Plan) that:

(i) is material to the Acquired Assets;

(ii) involves the settlement or compromise of any Action (whether pending or threatened) (or series of related Actions) which (A) involve payments in excess of $500,000 or (B) impose material restrictions on the use, enforcement or other exploitation of any Acquired Assets;

(iii) is a joint venture, alliance or partnership agreement that is material to the operation of the Company and its Subsidiaries, taken as whole;

(iv) is a loan, guarantee of indebtedness or credit agreement, note, mortgage, indenture or other binding commitment (other than those between the Company and its Subsidiaries) relating to indebtedness for borrowed money in an amount in excess of $250,000 individually;

(v) is an acquisition agreement, asset purchase agreement, stock purchase agreement or other similar agreement (other than agreements to purchase or acquire inventory in the Ordinary Course of business) entered into after June 30, 2024 and which has not yet been consummated, pursuant to which (A) the Company or any Subsidiary reasonably expects that it is required to pay total consideration (including assumption of debt) after the date hereof in excess of $500,000 or (B) any other Person has the right to acquire any assets of the Company or any of its Subsidiaries (or any interests therein) after the date of this Agreement with a purchase price of more than $500,000; provided, that, any agreement for the sale of the DC and any lease or other transaction or agreement contemplated thereby shall not be a Material Contract;

(vi) is a Contract (other than purchase orders in the Ordinary Course consistent with past practice) (A) with any Material Supplier or (B) for the purchase of materials, supplies, goods, services, Equipment or other assets, in the case of this clause (B), pursuant to which the Company or any of its Subsidiaries would reasonably be

expected to make payments of more than $500,000 during any fiscal year (other than a Contract with any Material Supplier); or

(vii) contains any provision that (A) limits in any material respect, or purports to limit in any material respect, the ability, upon the consummation of the transactions contemplated hereby, of Purchaser or any of its Affiliates from competing with any Person or in any geographical area, engaging in any line of business or selling products or delivering services to any Person, making use of any Seller Intellectual Property or soliciting potential employees, officers, managers, directors or customers, (B) grants "most favored nation" status or contains "exclusivity" requirements or similar obligations binding, upon the consummation of the transactions contemplated hereby, on Purchaser or any of its Affiliates, (C) includes requirements or provisions obligating a Person to obtain or provide a minimum quantity of goods or services to or from another Person, (D) contains any provision that grants to a third party any right of first refusal or first offer or similar right with respect to any of the Acquired Assets or (E) pursuant to which any license, covenant or immunity has been granted by or to any Seller under any Intellectual Property material to any Seller, other than licenses of commercially available or off-the-shelf Software granted to such Seller on standard terms and conditions for less than $1,000,000 annually ("**Commercially Available Software**");

(b) Prior to the date hereof, Sellers have delivered or made available to Purchaser a true, correct and complete copy of each of the Material Contracts.

(c) Subject to requisite Bankruptcy Court approvals, and assumption by the applicable Seller of the applicable Contract in accordance with applicable Law (including satisfaction by Purchaser of the Assumed Cure Costs) and except as a result of the commencement of the Bankruptcy Cases, (A) each Material Contract is valid and binding on any Seller that is a party thereto and, to the knowledge of Sellers, each other party thereto, and is in full force and effect, subject to the Enforceability Exceptions, (B) the applicable Seller, and, to the knowledge of Sellers, any other party thereto, have performed all obligations required to be performed by it under each Material Contract, (C) Sellers have not received written notice of the existence of any material breach or event of default on the part of any Seller under any Material Contract, (D) there are no events or conditions which constitute, or, after notice or lapse of time or both, would constitute, a default under, result in a right to terminate or cancel, or cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit under, a Material Contract, on the part of a Seller, or to the knowledge of Sellers, any counterparty under such Material Contract and (E) Sellers have not received any written notice from any Person that such Person intends to terminate, or not renew, any Material Contract, except in each case of clauses (A) through (E), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or to materially impair or delay Sellers' ability to consummate the transactions contemplated by this Agreement and the other Transaction Agreements.

3.7 No Litigation; Orders. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, other than as set forth on Schedule 3.7, there are no Actions pending or, to the knowledge of Sellers, threatened against or affecting the Acquired Assets or the Assumed Liabilities. There are no Actions pending, or to the knowledge of Sellers threatened against or affecting any Seller that will adversely affect any Seller's

performance of its obligations under this Agreement or the other Transaction Agreements to which it is a party or the consummation of the transactions contemplated by this Agreement or the other Transaction Agreements.

3.8 Permits; Compliance with Laws. Except as set forth on Schedule 3.8, each Seller is in compliance in all material respects with all state, provincial or federal Laws or Orders, applicable to such Seller, the Acquired Assets and the Assumed Liabilities, and each Seller holds all licenses, franchises, permits, certificates, approvals and authorizations from Governmental Bodies necessary for the lawful conduct of the Business and the lawful ownership of the Acquired Assets, except where the failure to hold the same would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect (collectively, "**Permits**"). Each Seller and each of their respective directors, officers and employees acting in such capacity and, to the knowledge of Sellers, each of its and their other agents acting on its or their behalf, is, and has been since June 30, 2022, in compliance in all material respects with the Foreign Corrupt Practices Act of 1977 and any rules and regulations promulgated thereunder.

3.9 Environmental Matters. Except as would not reasonably be expected to have a Material Adverse Effect, (a) Sellers are in compliance with all applicable Environmental Laws, (b) Sellers possess and are in compliance with all Permits required under applicable Environmental Laws for the operation of their businesses as currently conducted at each Acquired Leased Real Property (such permits, the "**Environmental Permits**"), (c) there is no Action under or pursuant to any Environmental Law or Environmental Permit that is pending or threatened in writing against any Seller, and (d) Sellers are not subject to any Order imposed by any Governmental Body pursuant to Environmental Laws under which there are uncompleted, outstanding or unresolved obligations on the part of any Seller.

3.10 Intellectual Property; Data Security.

(a) Schedule 3.10(a) sets forth a true, complete and correct list of all Seller Intellectual Property: (i) that is registered or issued or subject of an application for registration or issuance in the United States Patent and Trademark Office, United States Copyright Office or any similar intellectual property office or registrar in any other jurisdiction (the "**Seller Registered IP**") (including for each item, the owner, the jurisdiction or registrar, the registration or application number, the registration or application date, the status, and the expiration date); (ii) that is a material unregistered Mark or material unregistered proprietary software, (iii) social media accounts and/or (iv) websites and toll free telephone numbers used, in each case, owned or purported to be owned by each Seller. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, all necessary payments (including registration, maintenance, renewal and other filing fees due through the date that is thirty (30) days after the Closing Date) with respect to any material Seller Registered IP have been timely paid and all necessary filings (including necessary documents and certificates) in connection therewith have been timely filed with the relevant Governmental Body in the United States or foreign jurisdictions, as the case may be, and all other actions required to be taken for the purpose of maintaining such Seller Registered IP in full force and effect have been taken.

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, Sellers possess and are the sole and exclusive owner

of (and upon Closing, Purchaser will possess and be the sole and exclusive owner of) all of the entire worldwide rights, title and interest in and to all Seller Intellectual Property and has a valid and enforceable license pursuant to an Assigned Contract (or otherwise has sufficient rights under applicable Law) to use and license (and upon Closing, Purchaser will have a valid and enforceable license pursuant to an Assigned Contract (or otherwise have sufficient rights under applicable Law) to use and license), as the case may be, all other Intellectual Property as used or licensed in the Business, in each case, free and clear of all Encumbrances (other than Permitted Encumbrances and DIP Encumbrances (provided that no DIP Encumbrance shall encumber any of the Acquired Assets at Closing) and other than Intellectual Property licensed pursuant to any Contracts that are rejected by Purchaser in accordance with Section 1.5 or any Commercially Available Software), and none of the foregoing will be encumbered, extinguished, impaired, or otherwise adversely altered or impacted by (nor will require any consent, notification, approval, waiver or payment or grant of additional amounts or consideration as a result of) the execution, delivery or performance of any Transaction Agreement or the consummation of any transactions contemplated thereby except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or to materially impair or delay Sellers' ability to consummate the transactions contemplated by this Agreement and the other Transaction Agreements. All of the Seller Intellectual Property that is material to the operation of the Business is subsisting, valid and enforceable.

(c) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, Sellers own or have legally enforceable and sufficient rights to use all Intellectual Property necessary to the conduct of the business of Sellers as currently conducted free and clear of all Encumbrances (other than Permitted Encumbrances and DIP Encumbrances); provided that nothing in this Section 3.10(c) (or any provision hereof other than Section 3.10(e)) shall be interpreted or construed as a representation or warranty with respect to whether there is any infringement, misappropriation or violation of any Intellectual Property, which is the subject of Section 3.10(e) solely; provided, further, that no DIP Encumbrance shall encumber any of the Acquired Assets at Closing.

(d) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, no Actions are pending or, to the knowledge of Sellers, threatened against any Seller, and since January 1, 2023, none of Sellers have received any written notice or claim (including any invitation or offer to license or demand for indemnification), (i) challenging the ownership, validity, enforceability or use by any Seller of any Intellectual Property owned by or exclusively licensed to any such Seller or (ii) alleging that any Seller is infringing, misappropriating or otherwise violating any Intellectual Property right of any Person.

(e) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, since January 1, 2023, (i) no Person has infringed, misappropriated or otherwise violated the rights of Sellers with respect to any Intellectual Property owned by or exclusively licensed to any Seller (and no Seller has instituted an Action or made any claim alleging any of the foregoing against any Person) and (ii) none of Sellers, the use of the Seller Intellectual Property, nor the operation of the business of Sellers has infringed, misappropriated, or otherwise violated any Intellectual Property right of any other Person.

(f) The Seller Intellectual Property together with the Intellectual Property to be licensed to Purchaser pursuant to the Assigned Contracts upon Closing (or to which Purchaser will upon Closing have sufficient rights to use under applicable Law) (i) constitutes all of the material Intellectual Property used or practiced (or held for use or practice) in or in connection with or otherwise relating to or necessary for the conduct of the businesses of Sellers and (ii) includes all of the material Intellectual Property necessary and sufficient to enable Purchaser to conduct the businesses of Sellers from and after Closing in substantially the same manner and to substantially the same extent as currently conducted, in each case, other than Intellectual Property licensed pursuant to any Contracts that are rejected by Purchaser in accordance with Section 1.5, any Commercially Available Software or any Excluded Assets. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, as of the date of this Agreement, no Seller Intellectual Property is subject to any outstanding (or to the knowledge of Sellers, prospective) Order or motion or petition for an Order or any settlement agreement restricting or impairing the ownership, the use or other practice or exploitation thereof by any Seller (or by Purchaser after the Closing) or restricting or impairing the sale, transfer, assignment or licensing thereof by any Seller (or by Purchaser after the Closing), except pursuant to export, import, trade control, environmental, Hazardous Substance or other applicable Laws.

(g) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, Sellers have used commercially reasonable efforts to maintain and protect the confidentiality of all non-public Seller Intellectual Property. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, there has been no unauthorized disclosure of any Trade Secrets included in the Acquired Assets and no Trade Secrets included in the Acquired Assets have been used by or disclosed to any Person other than Persons who are subject to reasonably protective confidentiality obligations.

(h) Since January 1, 2023, with respect to any Personal Information included within the Acquired Assets, (i) Sellers have implemented and maintained commercially reasonable safeguards, including administrative, technical and physical safeguards, that reasonably protect all sensitive Documents (including any Personal Information constituting part of the Business Data) against loss, damage, and unauthorized access, use, modification, or other misuse, (ii) no Proceeding has been asserted or, to the knowledge of Sellers, are threatened against any Seller by any Person with respect to the security, collection, processing or use of such Documents, and (iii) Sellers have complied with all of their contractual obligations and published policies, and with all applicable Laws, concerning any Personal Information constituting part of the Documents , in each case, except as would not individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The consummation of the transactions contemplated by this Agreement, including the transfer of the Acquired Assets to Purchaser, shall not violate any of Sellers' published policies, contractual obligations, applicable Laws, or any other legally binding obligations concerning privacy or data security except, in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or to materially impair or delay Sellers' ability to consummate the transactions contemplated by this Agreement and the other Transaction Agreements, and no such published policies, applicable Laws or other legally binding obligations shall prohibit or impair, in any material respect, Purchaser's receipt or use of any Documents in a manner substantially consistent with the manner as used in the Business during the twelve (12) months prior to Closing, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.11 Tax Matters.

(a) Each Seller has prepared (or caused to be prepared) and timely filed (taking into account valid extensions of time within which to file) all material Tax Returns required to be filed prior to the Closing Date by it with respect to the Acquired Assets.

(b) All material Taxes owed by a Seller with respect to the Acquired Assets that are due prior to the Closing Date (whether or not shown on a filed Tax Return) have been timely paid, except to the extent the nonpayment thereof is permitted or required by the Bankruptcy Code.

(c) Each Seller has timely and properly collected, withheld and paid over to the appropriate Governmental Body (or where such payment is not yet due, set aside in an account for such purpose), all Taxes required to have been collected, withheld and paid over in connection with amounts received or owed from or paid or owing to any employee, independent contractor, creditor, stockholder, customer, or other third party, and has complied with all applicable information reporting requirements, in each case, with respect to or in connection with the Acquired Assets or the Assumed Liabilities.

(d) None of the Acquired Assets constitutes stock, partnership interests, or any other equity interest in any Person for U.S. federal income Tax purposes.

(e) There are no Encumbrances for Taxes on any of the Acquired Assets other than Permitted Encumbrances and DIP Encumbrances (provided that no DIP Encumbrance shall encumber any of the Acquired Assets at Closing).

(f) None of Sellers has been a member of an affiliated group of corporations filing a consolidated federal income Tax Return (other than a group the common parent of which is the Company or one of its Subsidiaries) or has any material Liability for the Taxes of any Person (other than a Seller) under U.S. Treasury Regulations Section 1.1502-6 (or any similar provision of any state, local or non-U.S. Law), as a transferee or successor.

(g) None of Sellers has, within the past five (5) years, waived any statute of limitations in respect of material Taxes with respect to the Acquired Assets or agreed to any extension of time with respect to an assessment or deficiency for material Taxes with respect to the Acquired Assets (other than pursuant to extensions of time to file Tax Returns obtained in the Ordinary Course), in each case, which could have effect after the Closing Date.

(h) None of Sellers has participated in any "listed transaction" within the meaning of 26 C.F.R. § 1.6011-4(b)(2).

(i) No Seller has any material liability under any escheat or unclaimed liability statute which by operation of Law would become a liability of Purchaser or any Affiliate.

(j) Notwithstanding anything in this Agreement to the contrary, the representations and warranties in this Section 3.11 and Section 3.12 (insofar as they relate to Taxes) shall constitute the sole representations and warranties with respect to Taxes. No representation or warranty is made with respect to the validity of any Tax position or the

availability of any Tax attribute in each case for any Tax period (or any portion thereof) following the Closing.

3.12 Employees. None of Sellers are party to or required to negotiate any collective bargaining agreements or similar Contracts with (nor are any Sellers subject to any legal binding commitments to) any labor union, employee association or similar entity, applicable to any employees of a Seller. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (a) no demand for recognition as the exclusive bargaining representative of any employees has been made to any Seller by or on behalf of any labor union and (b) there is no pending or, to the knowledge of Sellers, threatened strike, lockout, organized labor slowdown or concerted work stoppage by or with respect to the employees of any Seller. Each Seller is in material compliance with all applicable Laws respecting employment and employment practices, including Laws concerning terms and conditions of employment, wages and hours, exempt and non-exempt employee and individual independent contractor classification and occupational safety and health.

3.13 Affiliate Transactions. Except as set forth on Schedule 3.13 or the Company's filed or furnished reports, schedules, forms, statements, and other documents (including exhibits and all other information incorporated therein) filed or furnished by the Company with or to the Securities and Exchange Commission, no Affiliate of any Seller, or any officer or director of any Seller, (a) is a party to any Material Contract that constitutes an Acquired Asset, other than (i) loans and other extensions of credit to directors and officers of a Seller for travel, business or relocation expenses or other employment-related purposes in the Ordinary Course, (ii) employment arrangements in the Ordinary Course and (iii) the Seller Plans, or (b) has any material interest in any Acquired Asset.

3.14 Suppliers. Schedule 3.14 sets forth a true, complete and correct list of the five (5) largest suppliers from which the Company and its Subsidiaries purchased materials, supplies, services or other goods (determined on the basis of aggregate purchases made by the Company and its Subsidiaries over the fiscal year ended December 31, 2023) (each such supplier, a "**Material Supplier**").

3.15 Brokers. Except for those Persons set forth in Schedule 3.15, no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Sellers.

3.16 Directors' and Officers' Insurance. Prior to the date of this Agreement, the Company has bound extended coverage under the Company's officers' and directors' liability insurance policy by obtaining a prepaid six-year "tail"/extended period on the Company's existing officers' and directors' liability insurance policies (collectively, the "**Tail Policy**"), which Tail Policy provides all Persons currently on the board of directors of Company with coverage for an aggregate period of six (6) years with respect to claims arising from facts or events that occurred on or before the Closing Date.

3.17 No Other Representations or Warranties. Except for the representations and warranties expressly contained in this Article III (as qualified by the Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) or any certificate delivered pursuant to this Agreement (the "**Express Representations**") (it being understood that Purchaser and its Affiliates have relied only on such express representations and warranties), Purchaser acknowledges and agrees, on its own behalf and on behalf of its Affiliates, that no Seller nor any other Person on behalf of any Seller makes, and neither Purchaser nor any of its Affiliates have relied on, is relying on, or will rely on the accuracy or completeness of any express or implied representation or warranty with respect to any Seller, the Acquired Assets, or the Assumed Liabilities or with respect to any information, statements, disclosures, documents, projections, forecasts or other material of any nature made available or provided by any Person (the "**Information Presentation**") or in that certain datasite administered to Purchaser (the "**Dataroom**") or elsewhere to Purchaser or any of its Affiliates or Advisors on behalf of Sellers or any of their Affiliates or Advisors.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Sellers as follows.

4.1 Organization and Qualification. Purchaser is a corporation, duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite power and authority necessary to carry on its business as it is now being conducted, except (other than with respect to Purchaser's due formation and valid existence) as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Purchaser's ability to consummate the transactions contemplated by this Agreement and the other Transaction Agreements. Purchaser is duly licensed or qualified to do business and is in good standing (where such concept is recognized under applicable Law) in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets leased by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Purchaser's ability to consummate the transactions contemplated by this Agreement and the other Transaction Agreements. Purchaser is not in violation of any of the provisions of its organizational documents, except as would not reasonably be expected to be material to Purchaser.

4.2 Authorization of Agreement. Purchaser has all necessary power and authority to execute and deliver this Agreement and the other Transaction Agreements to which it is a party and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Purchaser of this Agreement and the other Transaction Agreements to which it is a party, and the consummation by Purchaser of the transactions contemplated hereby and thereby, subject to requisite Bankruptcy Court approvals, have been duly authorized by all requisite corporate or similar organizational action and no other corporate or similar organizational proceedings on its part are necessary to authorize the execution, delivery and performance by Purchaser of this Agreement and the other Transaction Agreements to which it is a party and the consummation by it of the transactions contemplated hereby and thereby. Subject to requisite Bankruptcy Court approvals, this

Agreement and the other Transaction Agreements to which it is a party have been, or will be, duly executed and delivered by Purchaser, and, assuming due authorization, execution and delivery hereof and thereof by the other parties hereto and thereto, constitute, or will constitute, legal, valid and binding obligations of Purchaser, enforceable against Purchaser, in accordance with its terms, except that such enforceability may be limited by the Enforceability Exceptions.

4.3 Conflicts; Consents.

(a) Assuming that (i) requisite Bankruptcy Court approvals are obtained, and (ii) the notices, authorizations, approvals, Orders, permits or consents set forth on Schedule 4.3(a) are made, given or obtained (as applicable), none of the execution and delivery by Purchaser of this Agreement or the other Transaction Agreements to which it is a party, nor the consummation by Purchaser of the transactions contemplated hereby or thereby, nor performance or compliance by Purchaser with any of the terms or provisions hereof or thereof, will (A) conflict with or violate any provision of Purchaser's articles of incorporation or bylaws or similar organizational documents, (B) violate any Law or Order applicable to Purchaser or its assets, (C) violate or constitute a breach of or default (with or without notice or lapse of time, or both) under or give rise to a right of termination, modification or cancelation of any obligation or to the loss of any benefit, any of the terms or provisions of any loan or credit agreement or other Contract to which Purchaser is a party or by which it or its assets are bound or accelerate Purchaser's obligations under any such Contract, or (D) result in the creation of any Encumbrance (other than a Permitted Encumbrance or a DIP Encumbrance (provided that no DIP Encumbrance shall encumber any of the Acquired Assets at Closing)) on any properties or assets of Purchaser or any of its Subsidiaries, except, in the case of clauses (A) through (D), as would not, individually or in the aggregate, reasonably be expected to materially impair or delay the ability of Purchaser to consummate the transactions contemplated hereby.

(b) Except as set forth on Schedule 4.3(a), Purchaser is not required to file, seek or obtain any notice, authorization, approval, Order, permit, registration with or consent of or with any Governmental Body, in connection with the execution, delivery and performance by Purchaser of this Agreement or the other Transaction Agreements to which they are a party or the consummation by Purchaser of the transactions contemplated hereby or thereby, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not, individually or in the aggregate, reasonably be expected to materially impair or delay the ability of Purchaser to consummate the transactions contemplated hereby or thereby.

4.4 Financing. As of the date hereof and at the Closing, Purchaser has, and will have, sufficient funds in an aggregate amount necessary to perform the Assumed Liabilities as they become due in accordance with their terms and to consummate all of the other transactions contemplated by this Agreement and the other Transaction Agreements, including the payment of all fees, expenses of, and other amounts required to be paid by Purchaser in connection with the transactions contemplated by this Agreement and the other Transaction Agreements. Purchaser is and shall be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code, with respect to the Assigned Contracts and the related Assumed Liabilities. Purchaser acknowledges and agrees that all of its obligations under this Agreement, including the obligation to consummate the Closing and the other transactions contemplated hereby and to pay

the Purchase Price, are not subject to any conditions regarding its ability to obtain any financing. Purchaser further acknowledges and agrees that there are no conditions related to any financing that Purchaser reasonably believes would prevent or delay Purchaser from having sufficient funds at Closing to fund the Purchase Price and all other obligations of Purchaser under this Agreement. Without limiting the foregoing, as of the date hereof, Purchaser hereby confirms that each of the conditions to funding under its credit facilities are satisfied as of the date hereof, including the accuracy of the applicable representations and warranties and compliance with the financial covenants applicable thereto, and that to the knowledge of Purchaser, such conditions shall be satisfied as of the Closing Date.

4.5 Brokers. Except for Solomon Partners, no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Purchaser.

4.6 No Litigation. There are no Actions pending or, to Purchaser's knowledge, threatened against or affecting Purchaser except as would not, individually or in the aggregate, reasonably be expected to prevent or materially impair, alter or delay the ability of Purchaser to consummate the transactions contemplated hereby or by the other Transaction Agreements to which it is a party.

4.7 No Foreign Person. As of Closing, Purchaser will not be a "foreign person," as defined in Section 721 of the U.S. Defense Production Act of 1950, including any implementing regulations thereof.

4.8 Solvency. Assuming (a) satisfaction of the conditions set forth in Article VII and (b) the accuracy in all material respects of the representations and warranties of Sellers set forth in Article III, immediately after giving effect to the transactions contemplated by this Agreement and the other Transaction Agreements, Purchaser will: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debt (including contingent Liabilities) and (c) not have an unreasonably small amount of capital with which to conduct its business. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated by this Agreement or the other Transaction Agreements with the intent to hinder, delay or defraud either present or future creditors of Purchaser or Sellers. In connection with the transactions contemplated hereby, Purchaser has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured. There are no bankruptcy, reorganization or arrangement Actions pending, being contemplated by or, to the knowledge of Purchaser, threatened against Purchaser.

4.9 No Other Representations or Warranties. Except for the representations and warranties expressly contained in this Article IV (as qualified by the Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) or any certificate delivered pursuant to this Agreement (it being understood that Sellers and their Affiliates have relied only on such express representations and warranties), Sellers acknowledge and agree, on each such Seller's behalf and on behalf of their respective Affiliates, that neither Purchaser nor any other Person on behalf of Purchaser makes, and neither Sellers nor any of their respective Affiliates has relied on, is relying on, or will rely on the accuracy or completeness of

any express or implied representation or warranty with respect to Purchaser or with respect to any other information provided to Sellers or any of their Affiliates or Advisors by on behalf of Purchaser or any of its Affiliates or Advisors.

ARTICLE V
BANKRUPTCY COURT MATTERS

5.1 Bankruptcy Court Approval.

(a) Sellers and Purchaser each acknowledges that this Agreement and the transactions contemplated hereby are subject to Bankruptcy Court approval. From the date hereof until the earlier of (i) the termination of this Agreement in accordance with Article VIII and (ii) the Closing Date, Sellers shall use their reasonable best efforts to obtain entry by the Bankruptcy Court of the Sale Order.

(b) Purchaser shall promptly take all actions as are reasonably requested by Sellers to assist in obtaining the Bankruptcy Court's entry of the Sale Order and any other Order reasonably necessary in connection with the transactions contemplated by this Agreement as promptly as practicable, including furnishing affidavits, financial information or other documents or information for filing with the Bankruptcy Court or any other court of competent jurisdiction, and making such employees and Advisors of Purchaser and its Affiliates available to testify before the Bankruptcy Court for the purposes of, among other things, providing necessary assurances of performance by Purchaser under this Agreement, and demonstrating that Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code, as well as demonstrating Purchaser's ability to pay and perform or otherwise satisfy any Assumed Liabilities following the Closing.

(c) If the Sale Order or any other order of the Bankruptcy Court relating to this Agreement (any such order, a "**Bankruptcy Court Order**") shall be appealed by any Person (or a petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to any Bankruptcy Court Order), Sellers shall use their reasonable best efforts to diligently defend against any such appeal, petition or motion and shall use their reasonable best efforts to obtain an expedited resolution of any such appeal, petition or motion, and, upon the reasonable request of Sellers, Purchaser shall use its reasonable best efforts to assist Sellers with the foregoing. Sellers shall notify Purchaser of such appeal, petition or motion as promptly as practicable and shall keep Purchaser reasonably informed and updated regarding the status of any such appeal, petition or motion. Sellers and Purchaser shall provide to the other party draft copies of all motions, orders, notices, statements, schedules, applications, reports and other papers such party intends to file with the Bankruptcy Court in connection with the Sale Order or any other Bankruptcy Court Order in connection with the transactions contemplated by this Agreement within a reasonable period of time prior to the date such party intends to file any of the foregoing.

(d) Each Seller and Purchaser shall (i) appear formally or informally in the Bankruptcy Court if reasonably requested by the other Party or required by the Bankruptcy Court in connection with the transactions contemplated by this Agreement or the other Transaction Agreements and (ii) keep the other reasonably apprised of the status of material matters related to

the Agreement, including, upon reasonable request promptly furnishing the other with copies of notices or other communications received by Sellers from the Bankruptcy Court with respect to the transactions contemplated by this Agreement or the other Transaction Agreements.

(e) Purchaser shall provide adequate assurance of future performance as required under section 365 of the Bankruptcy Code for the Assigned Contracts. Purchaser agrees that it will take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assigned Contracts, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making Purchaser's Advisors available to testify before the Bankruptcy Court.

5.2 Assumed Cure Costs. Subject to entry of the Sale Order, Purchaser shall on or prior to the Closing, pay the Assumed Cure Costs.

5.3 Sale Order. The Sale Order shall, among other things, (a) approve, pursuant to sections 105, 363 and 365 of the Bankruptcy Code, (i) the execution, delivery and performance by Sellers of this Agreement, (ii) the sale of the Acquired Assets to Purchaser (and any Affiliate) on the terms set forth herein, and to the extent permitted by applicable law, free and clear of all Encumbrances (other than Encumbrances included in the Assumed Liabilities and Permitted Encumbrances) and the assumption of the Assumed Liabilities on the terms set forth herein, and (iii) the performance by Sellers of their obligations under this Agreement, (b) authorize and empower Sellers to assume and assign to Purchaser (or any Assignee) the Assigned Contracts, (c) find that Purchaser is a "good faith" buyer within the meaning of section 363(m) of the Bankruptcy Code, find that Purchaser is not a successor to any Seller, and grant Purchaser the protections of section 363(m) of the Bankruptcy Code, (d) find that Purchaser shall have no Liability or responsibility for any Liability or other obligation of any Seller arising under or related to the Acquired Assets, the Assumed Liabilities or the Business other than as expressly set forth in this Agreement, including successor or vicarious Liabilities of any kind or character, including any theory of antitrust, environmental, successor or transferee Liability, labor law, de facto merger or substantial continuity, (e) find that Purchaser has provided adequate assurance (as that term is used in section 365 of the Bankruptcy Code) of future performance in connection with the assumption of the Assigned Contracts and (f) find that Purchaser shall have no Liability for any Excluded Liability. Purchaser agrees that it will promptly take such actions as are reasonably requested by any Seller to assist in obtaining Bankruptcy Court approval of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of (A) demonstrating that Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code and (B) establishing adequate assurance of future performance within the meaning of section 365 of the Bankruptcy Code.

5.4 Approval. Sellers' obligations under this Agreement and the other Transaction Agreements and in connection with the transactions contemplated hereby and thereby are subject to entry of and, to the extent entered, the terms of any Orders of the Bankruptcy Court (including the Sale Order). Nothing in this Agreement or any of the other Transaction Agreements shall require Sellers or their respective Affiliates to give testimony to or submit a motion to the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or its stakeholders.

ARTICLE VI
COVENANTS AND AGREEMENTS

6.1 Conduct of Business of Sellers.

(a) Except (i) as required by, arising out of, relating to or resulting from the Bankruptcy Cases or otherwise applicable Law, Order or a Governmental Body, (ii) as required, limited or prohibited by the Bankruptcy Court or the Bankruptcy Code or Sellers' debtor-in-possession financing or use of cash collateral, as the case may be, (iii) as expressly required or contemplated by this Agreement or the other Transaction Agreements, (iv) to the extent related to any Excluded Store, Excluded Asset or any Excluded Liability or (v) as set forth on Schedule 6.1, during the period from the date of this Agreement until the Closing (or such earlier date and time on which this Agreement is validly terminated pursuant to Article VIII), unless Purchaser otherwise consents in writing (such consent not to be unreasonably withheld, conditioned or delayed), Sellers shall use their commercially reasonable efforts to (w) carry on their business in the Ordinary Course, (x) preserve the Business and the Acquired Assets (excluding sales of Inventory in the Ordinary Course), (y) replenish the Inventory at the Acquired Leased Real Property locations in the Ordinary Course and (z) preserve in all material respects their relationships with any customers, suppliers, vendors, payors, partners, Governmental Bodies, licensors and licensees and other Persons with which they have material business relations.

(b) Except (i) as required by applicable Law, Order or a Governmental Body, (ii) as required, limited or prohibited by the Bankruptcy Court or the Bankruptcy Code or Sellers' debtor-in-possession financing or use of cash collateral, as the case may be, (iii) as expressly required by this Agreement or the other Transaction Agreements, (iv) to the extent related to any Excluded Store, any Excluded Asset or any Excluded Liability or (v) as set forth on Schedule 6.1, during the period from the date of this Agreement until the Closing (or such earlier date and time on which this Agreement is validly terminated pursuant to Article VIII), unless Purchaser otherwise consents in writing (such consent not to be unreasonably withheld, delayed or conditioned), Sellers shall not:

(i) (A) incur, assume or otherwise become liable for any indebtedness for borrowed money, issue or sell any debt securities or rights to acquire any debt securities of Sellers, guarantee any such indebtedness or any debt securities of another Person or enter into any "keep well" or other agreement to maintain any financial statement condition of another Person (collectively, "**Indebtedness**"), except for Indebtedness incurred pursuant to an existing facility, (B) enter into any swap or hedging transaction or other derivative agreements or (C) make any loans, capital contributions or advances to, or investments in, any Person;

(ii) sell or lease to any Person, in a single transaction or series of related transactions, any of the Acquired Assets except (A) Ordinary Course dispositions of obsolete, surplus or worn out real or tangible assets or real or tangible assets that are no longer used or useful in the conduct of the business of Sellers and (B) other sales of Inventory, fixtures and leases in the Ordinary Course;

(iii) make or authorize capital expenditures, including for property, plant and Equipment, except for those (A) in connection with the repair or replacement of facilities, properties or assets destroyed or damaged due to casualty or accident (whether or not covered by insurance) or (B) in the Ordinary Course;

(iv) except for acquisitions made with Purchaser's prior written consent, make any acquisition of, or investment in, any properties, assets, securities or business (including by merger), except in the Ordinary Course (which for the avoidance of doubt and without limitation of the foregoing shall be deemed to exclude any acquisition of capital stock or of a material portion of the assets of any other Person);

(v) except as required pursuant to the terms of any Seller Plan, (1) grant to any employee any material increase in compensation (including bonus or long-term incentive opportunities), (2) grant to any current or former employee any material increase in severance, retention or termination pay, (3) grant or amend any equity or other incentive awards (except that the Company: (A) may provide increases in salary, wages or benefits to non-executive officer employees in the Ordinary Course of business; (B) may make usual and customary annual or quarterly bonus or commission payments in the Ordinary Course of business; and (C) enter into agreements with consultants in the Ordinary Course of business), or (4) hire any employee whose base salary exceeds $300,000 per annum (other than filling any vacancies), (5) establish, adopt, enter into, materially amend or terminate any material Seller Plan or (6) take any action to accelerate any rights or benefits under any Seller Plan; provided that the foregoing shall not restrict any Seller from entering into or making available, to newly hired employees or to employees in the context of promotions based on job performance or workplace requirements, in each case, for the avoidance of doubt, in the Ordinary Course, plans, agreements, benefits and compensation arrangements (including incentive grants) that have a value that is consistent with the past practice of making compensation and benefits available to newly hired or promoted employees in similar positions;

(vi) make any material changes in financial accounting methods, principles or practices in effect as of January 1, 2022, except insofar as may be required (A) by GAAP (or any interpretation thereof), (B) by any applicable Law, (C) by any Governmental Body or quasi-governmental authority (including the Financial Accounting Standards Board or any similar organization), (D) to permit the audit of the Company's financial statements in compliance with GAAP, (E) as disclosed in the Company SEC Documents, or (F) to the extent that such change would not reasonably be expected to result in a Material Adverse Effect;

(vii) grant any Encumbrance (other than Permitted Encumbrances or DIP Encumbrances (provided that no DIP Encumbrance shall encumber any of the Acquired Assets at Closing)) on any of its Acquired Assets;

(viii) settle or agree to settle any material pending or threatened Action against any Seller that would reasonably be expected to result in an (x) any Seller being enjoined from consummating the transactions contemplated by this Agreement, (y) any adverse effect on the Business or the Acquired Assets in any material respect or (z) an

Assumed Liability, other than settlements involving only unsecured claims with an allowed amount of less than one hundred thousand dollars ($100,000);

(ix) other than in the Ordinary Course, reject, terminate or cancel (other than at its stated expiry date) or modify, amend or waive any material rights under any Material Contract;

(x) other than in the Ordinary Course, sell, pledge, covenant not to assert, transfer, assign, abandon, dispose of, permit to lapse or grant any license or sublicense or other right or immunity in, to or under any material Seller Intellectual Property (other than non-exclusive licenses granted in the Ordinary Course and expirations of Seller Registered IP at the end of the full applicable statutory term);

(xi) cancel or terminate any insurance coverage with respect to the Business, the Acquired Assets or the Assumed Liabilities without using commercially reasonable effort to replace such coverage with a comparable amount of insurance coverage;

(xii) disclose any material Trade Secrets included in Seller Intellectual Property to any Person (other than pursuant to written confidentiality agreements entered into in the Ordinary Course that contain reasonable protections to preserve all rights in such Trade Secrets);

(xiii) replenish the inventory, or fill any orders, in any of the Excluded Stores from the DC;

(xiv) move any Inventory or Retained Inventory from any Excluded Store to any Acquired Leased Real Property or from any Acquired Leased Real Property to any Excluded Store;

(xv) permit any orders to be taken in any Acquired Leased Real Property except as can be fulfilled from Inventory currently located at the DC;

(xvi) other than in the Ordinary Course, conduct any sale promotions in any of the Acquired Leased Real Property; or

(xvii) authorize any of, or commit or agree, in writing or otherwise, to take any of, the foregoing actions.

(c) Nothing contained in this Agreement is intended to give Purchaser or its Affiliates, directly or indirectly, the right to control or direct any Seller's Subsidiary's operations or business prior to the Closing, and nothing contained in this Agreement is intended to give any Seller, directly or indirectly, the right to control or direct Purchaser's or its Subsidiaries' operations. Prior to the Closing, each of Purchaser and Sellers shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' respective operations.

6.2 Access to Information.

(a) From the date hereof until the Closing (or the earlier valid termination of this Agreement pursuant to Article VIII), Sellers (in their reasonable discretion) will provide Purchaser and its authorized Advisors with reasonable access and upon reasonable advance notice and during regular business hours to (x) Sellers' accountants, counsel, financial advisors and other Advisors, officers and senior management possessing information relating to the Business, the Acquired Assets and the Assumed Liabilities, (y) all offices and other facilities of Sellers and (z) the books and records of Sellers, in order for Purchaser and its authorized Advisors to access such information regarding the Acquired Assets and the Assumed Liabilities as is in Sellers' possession or control and reasonably necessary in order to consummate the transactions contemplated by this Agreement (including for integration purposes); provided that (i) such access does not unreasonably interfere with the normal operations of any Seller, (ii) such access will occur in such a manner as Sellers reasonably determine to be appropriate to protect the confidentiality of the transactions contemplated by this Agreement, (iii) all requests for access will be directed to Houlihan Lokey or such other Person(s) as Houlihan Lokey may designate in writing from time to time and (iv) nothing herein will require Sellers to provide access to, or to disclose any information to, Purchaser if such access or disclosure (A) would cause significant competitive harm to any Seller if the transactions contemplated by this Agreement are not consummated, (B) would require any Seller to disclose any financial or proprietary information of or regarding the Affiliates of any Seller (other than any Subsidiary) or otherwise disclose information regarding the Affiliates of any Seller (other than any Subsidiary) that such Seller reasonably determines to be commercially sensitive, (C) would jeopardize or waive any attorney-client or other legal privilege; provided that Purchaser and Sellers shall reasonably cooperate in seeking to find a way to allow disclosure of such information to the extent doing so would not (in the good faith belief of Sellers after consultation with outside counsel) reasonably be likely to cause such privilege to be undermined with respect to such information; or (D) would be in violation of applicable Laws or the provisions of any agreement to which Sellers are bound.

(b) The information provided pursuant to this Section 6.2 will be used solely for the purpose of consummating the transactions contemplated hereby and by the other Transaction Agreements and will be governed by all the terms and conditions of the Confidentiality Agreement, which Confidentiality Agreement shall not terminate upon the execution of this Agreement notwithstanding anything to the contrary therein. Purchaser will, and will cause its Advisors to, abide by the terms of the Confidentiality Agreement with respect to such access and any information furnished to Purchaser or any of its Advisors. Sellers make no representation or warranty as to the accuracy of any information, if any, provided pursuant to this Section 6.2, and Purchaser may not rely on the accuracy of any such information, in each case, other than the Express Representations.

(c) From and after the Closing for a period of three (3) years following the Closing Date (or, if later, the closing of the Bankruptcy Cases), Purchaser will provide Sellers (including, for clarity, any trust established under a Chapter 11 plan of any Seller or any other successors of any Seller) and their Advisors with reasonable access, during normal business hours, and upon reasonable advance notice, to the Acquired Assets, the Assumed Liabilities, and the books and records, including work papers, schedules, memoranda, Tax Returns, Tax schedules, Tax rulings and other documents (for the purpose of examining and copying) relating to the Acquired Assets, the Excluded Assets, the Assumed Liabilities or the Excluded Liabilities with respect to periods or occurrences prior to the Closing Date, for the purpose of (i) completing

Sellers' legal, regulatory, stock exchange and financial reporting requirements, as applicable, to the extent required by applicable Law, (ii) completing its Tax Returns, and (iii) the continued administration of the Bankruptcy Cases and remaining asset and liabilities and the investigation, prosecution and defense of all claims, causes of action, lawsuits or demands to which the bankruptcy estates of Sellers may have. Notwithstanding anything to the contrary contained in this Agreement, Purchaser and its Affiliates may restrict the foregoing access and shall not be required to provide any information or access that Purchaser reasonably believes would violate applicable Law, including antitrust Laws and data protection Laws or the terms of any applicable Contract (including confidentiality obligations) or jeopardize any attorney-client privilege or an expectation of client confidence or any other rights to any evidentiary privilege. Unless otherwise consented to in writing by Sellers, Purchaser will not, for a period of three (3) years following the Closing Date, destroy, alter or otherwise dispose of any of such books and records without first offering to surrender to Sellers (if then in existence) such books and records or any portion thereof that Purchaser may intend to destroy, alter or dispose of. From and after the Closing, Purchaser will, and will cause their respective employees to, provide Sellers with reasonable assistance, support and cooperation with Sellers' wind-down (if applicable) and related activities (*e.g.*, helping to locate documents or information related to preparation of Tax Returns or prosecution or processing of insurance/benefit claims). Notwithstanding anything to the contrary in this Agreement, no Seller (or any Advisor thereof) shall be entitled to any Tax Return (or copy thereof) of Purchaser or any of its Affiliates.

(d) Sellers will, and will direct their Advisors to hold in confidence, and without the prior written consent of Purchaser, not disclose any confidential, proprietary or nonpublic information involving or relating to any of the Acquired Assets or Assumed Liabilities, including any information obtained pursuant to Section 6.2(c). Notwithstanding the foregoing, this Section 6.2(d) shall not (i) apply to information that is or becomes generally available to the public other than as a result of a disclosure by Sellers or any of their Advisors in breach of this Section 6.2(d) or (ii) prohibit any disclosure (A) required by Law or required or requested by any Governmental Body, in each case so long as, to the extent legally permissible and feasible, Sellers provide Purchaser with reasonable prior notice of such disclosure so that Purchaser may seek to obtain a protective order or other reasonable assurance that such disclosure shall be treated confidentially (at Purchaser's sole cost and expense) or (B) made in connection with any litigation regarding this Agreement, the other Transaction Agreements or the transactions contemplated hereby.

(e) Except in the ordinary course of business unrelated to the Business or the transactions contemplated hereby, Purchaser will not, and will not permit any of its Affiliates or representatives to contact any customer, supplier, lessee, lessor, licensee, licensor or distributor of any Seller prior to the Closing with respect to any Seller, the Business or the transactions contemplated by this Agreement or the other Transaction Agreements without the prior written consent of such Seller for each such contact (which consent shall not be unreasonably withheld, conditioned or delayed).

6.3 Employee Matters.

(a) Prior to Closing, Purchaser shall provide to Sellers a list of employees of Sellers (each a "**Business Employee**") to which Purchaser, in its sole discretion, intends to extend

a written offer of employment ("**Transfer Offer**") that, if accepted by a Business Employee, shall become effective immediately after the Closing. Business Employees who accept such Transfer Offers and begin active employment with Purchaser immediately after the Closing in accordance with this Section 6.3(a) shall be referred to herein as "**Transferred Employees**." Offers to Business Employees and the terms and conditions thereof shall be in the sole discretion of Purchaser, and Purchaser shall not be required to make any offer of employment to any Business Employee or any other employee of Sellers or any of their Subsidiaries or Affiliates. Purchaser shall be free to offer employment to any employee of any Seller, including without limitation, employees located in the Shanghai office, provided, however, that Purchaser agrees that offers to any Business Employees who are currently assigned to an Excluded Store will not be effective until such time as liquidation of the Excluded Store has been completed or thirty (30) days following Closing, whichever first occurs. In the event a Transfer Offer is made to a Business Employee who is absent from active employment on or following the date hereof and continuing through the Closing Date due to short or long term disability or any other leave of absence (other than paid time off through Seller's general employment policies) and such Transfer Offer is accepted, such Business Employee will become Transferred Employees for purposes of this Agreement on the date they begin active employment with Purchaser (but such delay shall not extend any of the covenants contained in this Section 6.3). Purchaser shall notify Sellers in a reasonable timeframe with respect to whether each Transfer Offer has been accepted or rejected. Nothing herein shall be construed as a representation or guarantee by any Seller or any of their respective Affiliates that any or all of the employees of Sellers will accept the Transfer Offer or will continue in employment with Purchaser following the Closing for any period of time, or a representation or guarantee by Purchaser that it will make any Transfer Offers or with respect to the employment of any Transferred Employee. Sellers shall take steps to ensure that, effective as of immediately prior to the Closing, each Transferred Employee shall cease to be an employee of each Seller or their respective Affiliates. Sellers will continue the Transferred Employees on the applicable Seller's payroll until such time as Purchaser's payroll is established and the Transferred Employees can be transferred to the payroll of Purchaser or one of its Affiliates, with the fees, costs and expenses (including Taxes) incurred or payable by Sellers in connection with such continuation of payroll to be reimbursed or paid by Purchaser (except that direct payroll costs and Taxes shall be pre-funded by Purchaser). The Parties shall comply with all applicable Laws in respect of such payroll continuation, including with respect to tax reporting, and shall continue to apply payroll deductions for benefits plans as directed by Purchaser.

(b) Without limiting the generality of any other provision of this Agreement: (i) each Transferred Employee shall be immediately eligible to participate, without any waiting time, in any and all benefit plans and programs maintained by Purchaser and offered to similarly situated employees after the Closing Date (the "**Purchaser Plans**"), subject to the eligibility terms of such plans; (ii) for purposes of each Purchaser Plan providing health or welfare benefits, Purchaser shall use commercially reasonable efforts to cause all pre-existing condition exclusions and actively-at-work requirements of such Purchaser Plan to be waived for such Transferred Employee and his or her covered dependents (unless such exclusions or requirements were applicable under comparable Seller Plans); and (iii) Purchaser shall use reasonable commercial efforts to cause any co-payments, deductible and other eligible expenses incurred by such Transferred Employee or his or her covered dependents during the plan year in which the Closing Date occurs to be credited for purposes of satisfying all deductible, coinsurance and maximum

out-of-pocket requirements applicable to such Transferred Employee and his or her covered dependents for the applicable plan year of each comparable Purchaser Plan.

(c) Purchaser shall assume and honor all accrued and unused vacation, personal days, sick pay and other paid time off earned but unused by each Transferred Employee as of the Closing Date in the applicable amount set forth in Schedule 6.3(b) (collectively, "**Accrued PTO**"); provided that such Accrued PTO to be assumed by Purchaser shall not include any Paid PTO required to be paid in accordance with the following sentence. To the extent required by applicable Law, Sellers or their Affiliates shall be solely responsible for the payment of Accrued PTO to the Transferred Employees upon their termination of employment by Sellers (the "**Paid PTO**"). Purchaser shall be responsible for paying, providing and satisfying when due all compensation (including salary, wages, commissions, bonuses, incentive compensation, overtime, premium pay and shift differentials), vacation, personal days, sick pay and other paid time off, benefits and benefit claims, severance and termination pay, notice, and benefits (including any employer Taxes or other payments related thereto), in each case, accruing, incurred or arising solely as a result of employment or separation from employment with Purchaser after the Closing with respect to such Transferred Employee.

(d) The provisions of this Section 6.3 are for the sole benefit of the Parties and nothing herein, express or implied, is intended or shall be construed to confer upon or give any Person (including for the avoidance of doubt any employees of Sellers or Transferred Employees), other than the Parties and their respective permitted successors and assigns, any legal or equitable or other rights or remedies (with respect to the matters provided for in this Section 6.3 or under or by reason of any provision of this Agreement). Nothing contained herein, express or implied: (i) shall be construed to establish, amend or modify any benefit plan, program, agreement or arrangement; (ii) shall, subject to compliance with the other provisions of this Section 6.3, alter or limit Purchaser's or Sellers' ability to amend, modify or terminate any particular benefit plan, program, agreement or arrangement; (iii) is intended to confer upon any current or former employee any right to employment or continued employment for any period of time by reason of this Agreement, or any right to a particular term or condition of employment; or (iv) create any third-party beneficiary rights in any employee of Sellers or other Person with respect to the compensation, terms and conditions of employment and/or benefits that may be provided to any Transferred Employee or other Person by Purchaser or under any benefit plan which Purchaser or its Affiliates may maintain.

(e) For any Transferred Employees who are principally based outside the United States, the provisions of this Section 6.3 shall apply to such employees *mutatis mutandis* to the maximum extent permitted by applicable Law.

6.4 Filings and Authorizations. Each of Sellers and Purchaser, as promptly as practicable, (i) shall take, or cause to be taken, any and all actions, and to do, or cause to done, all things necessary to make all such filings and submissions under Laws, rules and regulations applicable to it, as may be required to consummate the transactions contemplated herein, in accordance with the terms of this Agreement, (ii) shall use all commercially reasonable efforts to obtain, or cause to be obtained, all authorizations, approvals, consents and waivers from all Governmental Bodies necessary to be obtained by it, in order to consummate the transactions contemplated herein, and (iii) shall use commercially reasonable efforts to take, or cause to be

taken, all other actions necessary, proper or advisable in order for it to fulfill its obligations hereunder. Sellers and Purchaser shall coordinate and cooperate with one another in exchanging such information and supplying such reasonable assistance as may be reasonably requested by each in connection with the foregoing.

6.5 Reasonable Efforts; Cooperation.

(a) Subject to the other terms of this Agreement, each Party shall, and shall cause its Advisors to, use its reasonable best efforts to perform its obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable to cause the transactions contemplated herein and by the other Transaction Agreements to be effected as soon as practicable, but in any event on or prior to the Outside Date, in accordance with the terms hereof and to cooperate with each other Party and its Advisors in connection with any step required to be taken as a part of its obligations hereunder and to assist in connection with the Bankruptcy Cases. Except as otherwise provided herein, the "reasonable best efforts" of a Party for the purposes of this Section 6.5 will not require such Party or any of its Affiliates or Advisors to expend any money to remedy any breach of any representation or warranty, to commence any Action, to waive or surrender any right, to modify any Contract or to waive or forgo any right, remedy or condition hereunder.

(b) The obligations of Sellers pursuant to this Agreement, including this Section 6.5, shall be subject to any Orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code (including in connection with the Bankruptcy Cases), and Sellers' obligations as debtors in possession to comply with any Order of the Bankruptcy Court, and Sellers' duty to seek and obtain the highest or otherwise best price for the Acquired Assets as required by the Bankruptcy Code.

(c) Subject to the other terms of this Agreement, each Party shall, and shall cause its Advisors to, use its reasonable best efforts to negotiate and execute the Transition Services Agreement, of which the material terms in relation to expected services and payments therefor are attached hereto as Exhibit E, prior to the Closing Date.

(d) Prior to the Closing, Sellers will reasonably cooperate with Purchaser to provide information and assistance to facilitate Purchaser's efforts to pursue readiness to operate the Acquired Assets as a standalone business on the Closing Date.

6.6 Further Assurances. From time to time, as and when requested by any Party and at such requesting Party's expense, any other Party will, and will cause its respective Affiliates to, without further consideration, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such conveyances, notices, assumptions, assignments, releases, documents and instruments, in form and substance reasonably satisfactory to the Parties, and will take, or cause to be taken, all such further or other actions as such requesting Party may reasonably deem necessary or desirable to evidence and effectuate the transactions contemplated by this Agreement; provided that nothing in this Section 6.6 will prohibit Sellers or any Affiliates of Sellers from ceasing operations or winding up their affairs following the Closing. In furtherance and not in limitation of the foregoing, in the event that any of the Acquired Assets shall not have been conveyed at Closing, Sellers shall use reasonable best efforts to convey such Acquired Assets

to Purchaser as promptly as practicable after the Closing. Notwithstanding anything in this Agreement to the contrary, Purchaser shall have the right, following the Closing, to enter into any contracts or other commercial arrangements with respect to the Acquired Assets, including with existing or prior vendors, suppliers and other counterparties of the Business and Sellers.

6.7 Receipt of Misdirected Assets.

(a) Subject to the terms of this Agreement (including Section 1.5), during the six (6)-month period following the Closing, if either any Purchaser or any Seller becomes aware that any right, property or asset forming part of the Acquired Assets has not been transferred to Purchaser or that any right, property or asset not forming part of the Acquired Assets has been transferred to Purchaser, it shall promptly notify such other Parties hereto and Purchaser or Sellers, as applicable, shall, as soon as reasonably practicable thereafter, ensure that such right, property or asset (and any related Liability) is transferred at the expense of Sellers and with any necessary consent, to (i) Purchaser, in the case of any right, property or asset forming part of the Acquired Assets which was not transferred to Purchaser at or in connection with the Closing, or (ii) Sellers, in the case of any right, property or asset not forming part of the Acquired Assets which was transferred to Purchaser at the Closing.

(b) From and after the Closing, if any Seller or any of its respective Affiliates receives any right, property or asset that is an Acquired Asset or any cash, checks with appropriate endorsements, or other payment which properly belongs to Purchaser or its Affiliates pursuant to the terms of this Agreement, the applicable Seller shall promptly transfer or cause such of its Affiliates to transfer its right, title and interest in and to such right, property, asset, cash, check or other payment (and shall promptly endorse and deliver any such asset that is received in the form of cash, checks or other documents) to Purchaser, and Sellers' right, title and interest in and to such asset, cash, check or other payment 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 Affiliates receives any right, property or asset that is an Excluded Asset or any cash, checks with appropriate endorsements, or other payment which properly belongs to Sellers or their respective Affiliates pursuant to the terms of this Agreement, Purchaser shall promptly transfer or cause such of their Affiliates 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 by Purchaser for such Seller until so transferred.

6.8 Acknowledgment by Purchaser.

(a) Purchaser acknowledges and agrees that it has conducted its own independent investigation and verification of the Business (including its financial condition, results of operations, the Acquired Assets, Liabilities, properties, Contracts, business risks and prospects) of Sellers and the Acquired Assets and the Assumed Liabilities, and, in making its determination to proceed with the transactions contemplated by this Agreement, Purchaser has relied solely on the Express Representations and the results of Purchaser's own independent investigation and verification and has not relied on, is not relying on, and will not rely on, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in the Dataroom, the Information Presentation, or the

Projections or any other information, statements, disclosures or materials, in each case, whether written or oral, made or provided by or on behalf of any Seller or any other Seller Party, or any failure of any of the foregoing to disclose or contain any information, except for the Express Representations (it being understood that Purchaser has relied only on the Express Representations). Purchaser acknowledges and agrees that (i) the Express Representations are the sole and exclusive representations, warranties and statements of any kind made to Purchaser and on which Purchaser may rely in connection with the transactions contemplated by this Agreement and (ii) all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form, including (A) the completeness or accuracy of, or any omission to state or to disclose, any information (other than solely to the extent expressly set forth in the Express Representations) including in the Dataroom, Information Presentation, Projections, meetings, calls or correspondence with management of any Seller, any Seller Parties or any other Person on behalf of any Seller or any Seller Parties or any of their respective Affiliates or Advisors and (B) any other statement relating to the historical, current or future business, financial condition, results of operations, assets, Liabilities, properties, Contracts, environmental, health or safety conditions and compliance, employee matters, regulatory compliance, business risks and prospects of Sellers, or the quality, quantity or condition of any Seller's assets (including any express or implied warranty under Section 8-108 of the Uniform Commercial Code, or of merchantability, suitability or fitness for a particular purpose), are, in each case, specifically disclaimed by each Seller, on its behalf and on behalf of Seller Parties. Purchaser: (1) disclaims reliance on the items in clause (ii) in the immediately preceding sentence; and (2) acknowledges and agrees that it has relied on, is relying on and will rely on only the items in clause (i) in the immediately preceding sentence. Without limiting the generality of the foregoing, Purchaser acknowledges and agrees that neither Sellers, nor any other Person (including Seller Parties), has made, is making or is authorized to make, and Purchaser hereby waives, all rights and claims they may have against any Seller Party with respect to the accuracy of, any omission or concealment of, or any misstatement with respect to, (x) any potentially material information regarding any Seller or any of its assets (including the Acquired Assets), Liabilities (including the Assumed Liabilities) or operations and (y) any warranty or representation (whether in written, electronic or oral form), express or implied, as to the quality, merchantability, suitability or fitness for a particular purpose, or condition of any Seller's, business, operations, assets, Liabilities, Contracts, environmental, health or safety conditions and compliance, employee matters, regulatory compliance, business risks and prospects or any portion thereof (including any express or implied warrant under Section 8-108 of the Uniform Commercial Code), except, in each case, solely to the extent expressly set forth in the Express Representations. Purchaser will accept the Acquired Assets and Assumed Liabilities at Closing "as is," "where is" and "with all faults." Purchaser further acknowledges and agrees that the Acquired Assets that are capable of being delivered are being delivered by Sellers to Purchaser at the location where they are located on the Closing Date.

(b) Without limiting the generality of the foregoing, in connection with the investigation by Purchaser of Sellers, Purchaser and its Advisors have received or may receive, from or on behalf of Sellers, certain projections, forward-looking statements and other forecasts (whether in written, electronic or oral form, and including in the Information Presentation, Dataroom, management meetings, etc.) (collectively, "**Projections**"). Purchaser acknowledges and agrees that (i) such Projections are being provided solely for the convenience of Purchaser to facilitate its own independent investigation of Sellers, (ii) there are uncertainties inherent in attempting to make such Projections, (iii) Purchaser is familiar with such uncertainties, and (iv)

Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all Projections (including the reasonableness of the assumptions underlying such Projections).

(c) Purchaser acknowledges and agrees that they will not assert, institute or maintain, and will cause their Affiliates not to assert, institute or maintain, any Action that makes any claim contrary to the agreements and covenants set forth in this Section 6.8.

(d) Purchaser acknowledges and agrees that the covenants and agreements contained in this Section 6.8 (i) require performance after the Closing to the maximum extent permitted by applicable Law and (ii) are an integral part of the transactions contemplated by this Agreement and that, without these agreements set forth in this Section 6.8, Seller would not enter into this Agreement.

6.9 Guaranty.

(a) Guarantor hereby irrevocably, absolutely and unconditionally guarantees to Sellers (i) the due and punctual performance, when and as due, of all obligations, covenants and agreements of Purchaser (and any Affiliates to which this Agreement is assigned pursuant to Section 10.4) arising under or pursuant to this Agreement and (ii) the punctual payment of all sums, if any, now or hereafter owed by Purchaser (and such Affiliates) under and in accordance with the terms of this Agreement, including the payment obligations set forth in Section 2.1 (the matters set forth in clauses (i) and (ii), collectively, the "**Guaranteed Obligations**").

(b) If Purchaser (or its Affiliates) fail to perform any of the Guaranteed Obligations, then Guarantor shall itself be jointly and severally liable for the Guaranteed Obligations and shall perform or take whatever steps as may be necessary to procure performance of the same.

(c) Nothing herein shall be construed as imposing greater obligations or Liabilities on Guarantor than for which Purchaser itself (or its Affiliates themselves) would be liable under this Agreement or obliging Guarantor to indemnify and hold harmless Sellers against any losses, costs or expenses for which Purchaser itself would not be liable under this Agreement, except as set forth in this Section 6.9.

(d) The obligations of Sellers under this Agreement shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Section 6.9 and all dealings between Sellers and Purchaser (and its Affiliates) shall likewise be conclusively presumed to have been consummated in reliance upon this Section 6.9.

(e) The guarantee by Guarantor contained herein shall remain in full force and effect and shall continue to be enforceable by Sellers until the (i) consummation of the Closing and the payment in full by Purchaser of any and all amounts required to be paid by Purchaser at the Closing pursuant to this Agreement or (ii) the earlier valid termination of this Agreement pursuant to Section 8.1, upon which this guarantee and the obligations of Guarantor pursuant to this Section 6.9 shall terminate automatically and be of no further force or effect without the need for any further action by any Person, and Guarantor shall stand discharged of all of its obligations under this guarantee. Guarantor's obligations under this Section 6.9 shall not be terminated, modified, affected or impaired by reason of any relief or discharge of Purchaser (or its Affiliates)

from any of Purchaser's (or its Affiliates') obligations in bankruptcy or similar proceedings, or by liquidation or dissolution.

(f) Except as otherwise set forth herein, the liability of Guarantor under this Section 6.9 shall be unlimited and unconditional, and this Section 6.9 shall be a continuing guaranty.

(g) Guarantor hereby makes the representations and warranties set forth in Sections 4.1, 4.2 and 4.3 as to itself, and such representations and warranties shall apply *mutatis mutandis* as if Guarantor were substituted for Purchaser therein. The Parties agree that Guarantor shall be entitled to, and Guarantor does not waive, any defenses to the payment or performance of the Guaranteed Obligations that are available to Purchaser under this Agreement.

6.10 Intellectual Property Matters.

(a) For clarity, from and after Closing and except as expressly provided in Section 6.10(c), Sellers shall, and shall cause their Affiliates to, (i) cease any and all use or other exploitation of any and all Seller Intellectual Property and (ii) keep strictly confidential and not disclose to any Person (nor use for any purpose) any Trade Secrets included in Seller Intellectual Property (including any source code for proprietary Software included in Seller Intellectual Property). For purposes of clarity, nothing in this Section 6.1 shall preclude any uses of the Seller Intellectual Property by Sellers or their respective Affiliates that are required or otherwise not prohibited under applicable Law, including uses of references to any Marks included in the Seller Intellectual Property in historical, tax, regulatory and similar records.

(b) At Closing, Sellers shall, to the extent permissible, assign and transfer to Purchaser all rights, title and interest in and to all Domain Names and Social Media included in the Acquired Assets.

(c) To the extent any Marks included in the Acquired Assets are reasonably required to be used in connection with the completion of the wind-down of Sellers' estate, Purchaser hereby grants to each Seller and its Affiliates a limited, royalty-free, fully paid-up, worldwide, non-exclusive license to continue to use and display such Marks in substantially the same manner that such Marks were used at Closing until the completion of the wind-down of Sellers' estate (the "**Wind-Down End Date**") solely to the extent reasonably necessary for the wind-down of Sellers' and their respective Affiliates' remaining corporate operations.

(d) From and after the Closing, Sellers and its designees shall be permitted and entitled until the Wind-Down End Date to use and access the llflooring.com email domain as an email server (and to use an access the email addresses that incorporate llflooring.com) solely to the extent necessary for the wind-down of Seller's estate. Purchaser shall, and shall cause their Affiliates to, reasonably cooperate with and assist Sellers in connection with the foregoing (including, at a Seller's request, forwarding email received for such addresses to other email addresses designated by Sellers).

6.11 Tail Policy. The Company shall, and the other Sellers shall cause the Company to, maintain the Tail Policy in full force and effect for its full term and continue to honor the obligations thereunder.

6.12 Excluded Fork Lifts. Purchaser acknowledges that there is an excess number of fork lifts it does not require located in the DC as listed on Schedule 6.12 (the "**Excluded Fork Lifts**"). Purchaser and Sellers agree to work reasonably and in good faith to identify the list of Excluded Fork Lifts as promptly as practicable after the date of this Agreement.

6.13 Delivery of Schedules. As soon as possible after the date hereof, but in no event later than the date that is the earlier of (i) five (5) days after the date hereof or (ii) three (3) days prior to the hearing before the Bankruptcy Court seeking entry of the Sale Order, Sellers shall (a) deliver to Purchaser true, accurate and complete copies of all of the Schedules hereto and (b) confirm to Purchaser that such Schedules are final and complete and can be attached to this Agreement and incorporated herein.

6.14 Cooperation with Reductions to 503(b)(9) Claims. Purchaser shall in good faith use commercially reasonable efforts to solicit concessions of approximately 25% from vendors and suppliers with respect to valid claims pursuant to Section 503(b)(9) of the Bankruptcy Code.

ARTICLE VII
CONDITIONS TO CLOSING

7.1 Conditions Precedent to the Obligations of Purchaser and Sellers. The respective obligations of each Party to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or to the extent permitted by Law, written waiver by Sellers and Purchaser) on or prior to the Closing Date, of each of the following conditions:

(a) no Governmental Body of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any Order (including any temporary restraining order or preliminary or permanent injunction) restraining, enjoining or otherwise prohibiting consummations of the Closing that is still in effect;

(b) the Bankruptcy Court shall have entered the Sale Order and shall not have been stayed, reversed or modified in a manner materially adverse to Purchaser absent consent of Purchaser; and

(c) the Transition Services Agreement shall have been executed and delivered by the Parties.

7.2 Conditions Precedent to the Obligations of Purchaser. The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or to the extent permitted by Law, written waiver by Purchaser in its sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) (i) the representations and warranties made by Sellers in Article III (in each case, other than the Fundamental Representations) shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date, except (A) that the representations and warranties that are made as of a specified date need be true and correct only as of such date and (B) to the extent the failure of such representations and warranties to be true and correct as of the Closing Date or such other specified date, as applicable, has not had a Material Adverse Effect (provided that for purposes of the foregoing clause (i), the qualifications as to

materiality and Material Adverse Effect contained in such representations and warranties shall not be given effect (other than those contained in the second sentence of Section 3.4)) and (ii) the representations and warranties set forth in Section 3.1, Section 3.2, Section 3.5(a), Section 3.15 and Section 3.16 (collectively, the "**Fundamental Representations**") shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date, except that such Fundamental Representations that are made as of a specified date need be true and correct in all respects only as of such date;

(b) Sellers shall have performed and complied in all material respects with the covenants and agreements contained in this Agreement which are required to be performed and complied with by Sellers on or prior to the Closing Date;

(c) Purchaser shall have received a certificate signed by an executive officer of Sellers stating that the conditions specified in Section 7.2(a) and 7.2(b) have been satisfied;

(d) Sellers shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 2.4;

(e) Purchaser shall have entered into a lease for the DC (with either Seller (or a Subsidiary thereof that owns the DC) or the acquiror of the DC) substantially in the form set forth on Exhibit D attached hereto (the "**DC Lease**");

(f) since the date hereof, there shall not have occurred and be continuing any Material Adverse Effect; and

(g) the Bankruptcy Court shall have approved and authorized an Order, which may be the Sale Order, permitting and authorizing the Designation Rights Period as set forth in Section 1.5(b).

7.3 Conditions Precedent to the Obligations of Sellers. The obligations of Sellers to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or to the extent permitted by Law, written waiver by Sellers in their sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) the representations and warranties made by Purchaser in Article IV shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date, except (i) that representations and warranties that are made as of a specified date need be true and correct only as of such date and (ii) to the extent the failure of such representations and warranties to be true and correct as of such dates, individually or in the aggregate, has not had and would not reasonably be expected to prevent or materially impair the ability of Purchaser to consummate the transactions contemplated by this Agreement;

(b) Purchaser shall have performed and complied in all material respects with the covenants and agreements contained in this Agreement which are required to be performed and complied with by Purchaser on or prior to the Closing Date;

(c) Purchaser shall have delivered, or caused to be delivered, to Sellers all of the items set forth in Section 2.5;

(d) Sellers shall have received a certificate signed by an executive officer of Purchaser stating that the conditions specified in Section 7.3(a) and Section 7.3(b) have been satisfied; and

(e) the Company's vendors and suppliers shall have agreed to an aggregate amount of at least $2 million in reductions to valid claims pursuant to Section 503(b)(9) of the Bankruptcy Code.

7.4 Frustration of Closing Conditions. None of Purchaser or Sellers may rely on the failure of any condition set forth in this Article VII, as applicable, to be satisfied if such failure was caused by such Party's failure to perform any of its obligations under this Agreement, including its obligation to use its reasonable best efforts to consummate the transactions contemplated hereby as required under this Agreement.

ARTICLE VIII
TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated only in accordance with this Section 8.1. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of each of Sellers and Purchaser;

(b) by written notice of either Purchaser or Sellers, upon the issuance of an Order by a court of competent jurisdiction restraining, enjoining or otherwise prohibiting the Closing or declaring unlawful the Closing, and such Order having become final, binding and non-appealable; provided that no Party may terminate this Agreement under this Section 8.1(b) if the issuance of such Order was caused by such Party's material breach of its representations, warranties, covenants or obligations under this Agreement;

(c) by written notice of either Purchaser or Sellers, if the Closing shall not have occurred on or before October 30, 2024 (the "**Outside Date**"); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section 8.1(c) if such Party is in material breach or violation of its representations, warranties, covenants or obligations under this Agreement;

(d) by Purchaser if:

(i) the Bankruptcy Cases are dismissed or converted to a case or cases under Chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of Sellers is appointed in the Bankruptcy Cases; or

(ii) any creditor of any Seller obtains a final and unstayed Order of the Bankruptcy Court granting relief from the stay to foreclose on a material portion of the Acquired Assets;

(e) by written notice from Sellers to Purchaser, upon a material breach of any covenant or agreement on the part of Purchaser, or if any representation or warranty of Purchaser

will have become untrue, in each case, such that the conditions set forth in Section 7.3(a) or 7.3(b) would not be satisfied, including a breach of Purchaser's obligation to consummate the Closing; provided that (i) if such breach is curable by Purchaser then Sellers may not terminate this Agreement under this Section 8.1(e) unless such breach has not been cured by the date that is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) ten (10) days after Sellers notify Purchaser of such breach and (ii) the right to terminate this Agreement pursuant to this Section 8.1(e) will not be available to Sellers at any time that Sellers are in material breach of any of Sellers' covenants, representations or warranties hereunder such that the conditions set forth in Section 7.2(a) or Section 7.2(b) would not be satisfied;

(f) by written notice from Purchaser to Sellers, upon a material breach of any covenant or agreement on the part of any Seller, or if any representation or warranty of any Seller will have become untrue, in each case, such that the conditions set forth in Section 7.2(a) or 7.2(b) would not be satisfied; provided that (i) if such breach is curable by Sellers then Purchaser may not terminate this Agreement under this Section 8.1(f) unless such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) ten (10) days after Purchaser notifies Sellers of such breach and (ii) the right to terminate this Agreement pursuant to this Section 8.1(f) will not be available to Purchaser at any time that Purchaser is in material breach of any of its covenants, representations or warranties hereunder such that the conditions set forth in Section 7.3(a) or 7.3(b) would not be satisfied;

(g) by written notice from Sellers to Purchaser, if (i) all of the conditions set forth in Sections 7.1 and 7.2 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but which conditions are, at the time the notice of termination is delivered by Sellers to Purchaser, capable of being satisfied if the Closing were to occur at such time) or waived by Purchaser, (ii) Sellers have confirmed in writing to Purchaser that all of the conditions set forth in Sections 7.1 and 7.3 have been satisfied, or waived by Sellers (other than conditions that by their nature are to be satisfied at the Closing, but which conditions are, at the time the notice of termination is delivered by Sellers to Purchaser, capable of being satisfied if the Closing were to occur at such time), (iii) at a time when clauses (i) and (ii) are satisfied, Sellers have confirmed in writing to Purchaser that Sellers are ready, willing and able to effect the Closing and (iv) and Purchaser fails to complete the Closing within three (3) Business Days following the receipt by Purchaser of such notice specified in clause (iii);

(h) by written notice from Sellers to Purchaser, if any Seller or the board of directors of the Company determines that proceeding with the transactions contemplated by this Agreement or failing to terminate this Agreement would be inconsistent with the board's fiduciary duties under applicable Law; or

(i) by written notice of either Purchaser or Sellers, if any Seller consummates one or more Alternative Transactions.

8.2 Effect of Termination.

(a) In the event of the valid termination of this Agreement pursuant to Section 8.1, this Agreement shall forthwith become void without any further action by any Person and no Party or any of its partners, officers, directors, managers, employees, managers, Advisors

or equityholders will have any Liability under this Agreement; provided that Section 6.2(b), Section 6.2(c), this Section 8.2 and Article X shall survive any such termination. Subject to Section 10.12, nothing in this Section 8.2 will be deemed to impair the right of any Party to be entitled to specific performance or other equitable remedies to enforce specifically the terms and provisions of this Agreement.

ARTICLE IX
TAXES

9.1 Transfer Taxes. Any sales, use, value-added, purchase, transfer, franchise, deed, fixed asset, stamp, documentary stamp, use or other Taxes and recording charges payable by reason of the sale of the Acquired Assets or the assumption of the Assumed Liabilities under this Agreement or the transactions contemplated hereby (excluding, for the avoidance of doubt, income taxes of Sellers) (the "**Transfer Taxes**") shall be borne and timely paid by Purchaser with respect to any Transfer Taxes, and Purchaser shall timely file all Tax Returns related to any Transfer Taxes. Purchaser and Sellers will use commercially reasonable efforts and cooperate in good faith to exempt the transactions contemplated hereby from any Transfer Taxes to the extent allowed under applicable Law.

9.2 Cooperation. Purchaser and Sellers shall reasonably cooperate, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns and any Action, audit, litigation or other proceeding with respect to Taxes.

9.3 Preparation of Tax Returns and Payment of Taxes.

(a) Except as otherwise provided by Section 9.1, Sellers shall prepare and timely file (i) all Tax Returns with respect to the Acquired Assets for any Tax period ending on or before the Closing Date and (ii) all income Tax Returns of Sellers.

(b) Purchaser shall prepare and timely file all Tax Returns with respect to the Acquired Assets that are not addressed by Section 9.3(a), except with respect to Excluded Taxes (with Purchaser not being obligated to pay any Excluded Taxes).

(c) Purchaser and the applicable Sellers agree to utilize the standard procedure set forth in Revenue Procedure 2004-53 with respect to wage reporting for the Transferred Employees.

(d) Sellers and Purchaser agree to treat, for U.S. federal and applicable state and local income tax purposes, the transactions contemplated by this Agreement as a taxable sale of assets by Sellers and a taxable purchase of assets by Purchaser, and none of Purchaser, any Seller or any of their respective Affiliates shall file any Tax Return or other document with, or make any statement or declaration to, any Governmental Body that is inconsistent with such treatment, unless otherwise required by a "determination" within the meaning of Section 1313(a) of the Tax Code (or any similar provision of state, local or foreign law).

ARTICLE X
MISCELLANEOUS

10.1 Non-Survival of Representations and Warranties and Certain Covenants; Certain Waivers. Each of the representations and warranties and the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such Party prior to the Closing) of the Parties set forth in this Agreement, the other Transaction Agreements or in any other document contemplated hereby or thereby, or in any certificate delivered hereunder or thereunder, will terminate effective immediately as of the Closing such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought with respect thereto after the Closing. Each covenant and agreement that explicitly contemplates performance after the Closing, will, in each case and to such extent, expressly survive the Closing until fully performed in accordance with its terms, and nothing in this Section 10.1 will be deemed to limit any rights or remedies of any Person for breach of any such surviving covenant or agreement. Purchaser and Seller Parties acknowledge and agree, on their own behalf and on behalf of Purchaser's Affiliates or Seller Parties, as the case may be, that the agreements contained in this Section 10.1 (a) require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing in accordance with its terms and (b) are an integral part of the transactions contemplated hereby and that, without the agreements set forth in this Section 10.1, none of the Parties would enter into this Agreement. Purchaser hereby waives all rights and remedies with respect to any environmental, health or safety matters, including those arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, or any other Environmental Laws, relating to this Agreement, the other Transaction Agreements or the transactions contemplated hereby or thereby.

10.2 Expenses. Whether or not the Closing takes place, except as otherwise provided herein or in the Sale Order, all fees, costs and expenses (including fees, costs and expenses of Advisors) incurred in connection with the negotiation of this Agreement and the other agreements contemplated hereby, the performance of this Agreement and the other agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby will be paid by the Party incurring such fees, costs and expenses; it being acknowledged and agreed that all Transfer Taxes will be allocated pursuant to Section 9.1.

10.3 Notices. Except as otherwise expressly provided herein, all notices, demands, consents, waivers and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when personally delivered, (b) when transmitted by electronic mail if transmitted prior to 5:00 P.M. (local time of the recipient) on a Business Day and otherwise on the next Business Day after transmittal, (c) or on the Business Day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective Party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such Party may specify by written notice to the other Party.

Notices to Purchaser:

LumLiq2, LLC
2350 W O Smith Street
Lawrenceburg, TN 38464
Attention: Jill Witter
Email: jwitter@parkstm.com

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

Dentons US LLP
100 Crescent Court, Suite 900
Dallas, TX 75201
Attention: Toni Weinstein
Samuel R. Maizel
Email: toni.weinstein@dentons.com
samuel.maizel@dentons.com

Notices to Sellers:

LL Flooring Holdings, Inc.
4901 Bakers Mill Lane
Richmond, VA 23230
Attention: Alice G. Givens
Email: AGivens@llflooring.com

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

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
Attention: Richard Grossman
Maxim Mayer-Cesiano
Email: Richard.Grossman@skadden.com
Maxim.MayerCesiano@skadden.com

10.4 Binding Effect; Assignment. This Agreement shall be binding upon Purchaser and, subject to the entry and terms of the Sale Order, Sellers, and shall inure to the benefit of and be so binding on the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Cases or any successor Chapter 7 cases; provided that neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated by any Party without the prior written consent of Purchaser and Sellers, and any attempted assignment or delegation without such prior written consent shall be null and void; provided, however, that the rights of Purchaser under this Agreement may be assigned by Purchaser, in whole or in part, without the prior written consent of Sellers to one or more of Purchaser's Affiliates; provided, further, that Sellers may assign some or all of their rights or delegate some or all of their obligations hereunder to successor entities pursuant to a plan of reorganization confirmed by the Bankruptcy Court.

10.5 Amendment and Waiver. Any provision of this Agreement or the Schedules or exhibits hereto may be (a) amended only in a writing signed by Purchaser and Sellers or (b) waived only in writing executed by the Person against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default. Furthermore, neither the failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

10.6 Third-Party Beneficiaries. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties and their permitted successors and assigns any legal or equitable right, remedy, cause of action or claim under or with respect to this Agreement or any provision of this Agreement.

10.7 Non-Recourse. This Agreement may only be enforced against, and any Action based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as parties to this Agreement. Except to the extent named as a party to this Agreement, and then only to the extent of the specific obligations of such parties set forth in this Agreement, no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate, agent or Advisor of any Party will have any Liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or Liabilities of any of the parties to this Agreement or for any Agreement Dispute.

10.8 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law so as to produce as near as may be the economic result intended by the parties hereto, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law in any jurisdiction, such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction. Upon determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to eliminate such invalidity, illegality or incapability of enforcement and to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

10.9 Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and will in no way restrict or otherwise modify any of the terms or provisions hereof.

10.10 Schedules. The Schedules have been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement; provided that each section of the Schedules will be deemed to incorporate by reference all information disclosed in any other section of the Schedules to which its relevance is reasonably apparent on its face, and

any disclosure in the Schedules will be deemed a disclosure against any representation or warranty set forth in this Agreement to which its relevance is reasonably apparent on its face, without the need for repetition or cross-reference. Capitalized terms used in the Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Schedules or the attached exhibits: (a) shall not be construed to mean that such information is required to be disclosed by this Agreement; (b) shall not be construed as or constitute an admission, evidence or agreement that a violation, right of termination, default, non-compliance, liability or other obligation of any kind exists with respect to any item; (c) with respect to the enforceability of contracts with third-parties, the existence or non-existence of third-party rights, the absence of breaches or defaults by third-parties, or similar matters or statements, is intended only to allocate rights and risks among the Parties and is not intended to be admissions against interests, give rise to any inference or proffer of accuracy, be admissible against any Party by any Person who is not a Party, or give rise to any claim or benefit to any Person who is not a Party; and (d) does not waive any attorney-client privilege associated with such item or information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein. No Party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Schedules or exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Schedules or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened or would constitute a "**Material Adverse Effect**" or is within or outside of the Ordinary Course. In addition, matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. No information set forth in the Schedules will be deemed to broaden in any way the scope of the Parties' representations, warranties, obligations, covenants, conditions or agreements contained herein. The information contained in this Agreement, in the Schedules and exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any violation of Law or breach of Contract.

10.11 Complete Agreement. This Agreement (including the Schedules and the attached exhibits), together with the Confidentiality Agreement and the other Transaction Agreements expressly referred to herein or therein, contains the entire agreement of the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the transactions contemplated hereby and thereby and supersedes all prior agreements among the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the transactions contemplated by this Agreement and the other Transaction Agreements. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parole evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties.

10.12 Specific Performance. The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the Parties fails to take any action required of it hereunder to consummate the transactions contemplated by this Agreement. It is accordingly agreed that (a) the Parties will be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches, or threatened breaches, of this Agreement and to enforce specifically the terms and provisions hereof and its rights hereunder in the courts described in Section 10.13 without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement, or other rights and remedies existing in its favor at law or in equity, and (b) the right of specific performance, injunctive relief and other equitable relief is an integral part of the transactions contemplated by this Agreement and without that right, neither Sellers nor Purchaser would have entered into this Agreement. The Parties acknowledge and agree that any Party pursuing an injunction or injunctions or other Order to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 10.12 will not be required to provide any bond or other security in connection with any such Order. The remedies available to Sellers pursuant to this Section 10.12 will be in addition to any other remedy to which they were entitled at law or in equity, and the election to pursue an injunction or specific performance will not restrict, impair or otherwise limit any Seller from seeking to collect or collecting damages. If, prior to the Outside Date, any Party brings any action, in each case in accordance with Section 10.13, to enforce specifically the performance of the terms and provisions hereof by any other Party, the Outside Date will automatically be extended (i) for the period during which such action is pending, plus ten Business Days or (ii) by such other time period established by the court presiding over such action, as the case may be. In no event will this Section 10.12 be used, alone or together with any other provision of this Agreement, to require any Seller to remedy any breach of any representation or warranty made by any Seller herein.

10.13 Jurisdiction and Exclusive Venue. Each of the Parties irrevocably agrees that any Action of any kind whatsoever, including a counterclaim, cross-claim or defense, regardless of the legal theory under which any Liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of, or related to this Agreement or the other Transaction Agreements or the negotiation, execution or performance of this Agreement or the other Transaction Agreements or the transactions contemplated hereby or thereby and any questions concerning the construction, interpretation, validity and enforceability of this Agreement or the other Transaction Agreements (each, an "**Agreement Dispute**") brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such Action, in the United States federal courts for the District of Delaware (the "**Chosen Courts**"), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any Agreement Dispute. Each of the Parties agrees not to commence any Agreement Dispute except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any Order, decree or award rendered by any Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of

forum non-conveniens. The Parties irrevocably agree that venue would be proper in any of the Chosen Court, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of any Agreement Dispute. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 10.3. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

10.14 Governing Law; Waiver of Jury Trial.

(a) Except to the extent of the mandatory provisions of the Bankruptcy Code, this Agreement and any Agreement Dispute will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, THE OTHER TRANSACTION AGREEMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY AGREEMENT DISPUTE. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH AGREEMENT DISPUTE WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY AGREEMENT DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.15 No Right to Set-off. Purchaser, on its own behalf and on behalf of its Affiliates and their respective successors and permitted assigns, hereby waives any rights of set-off, netting, offset, recoupment or similar rights that Purchaser, or any of its Affiliates or any of its or their respective successors and permitted assigns have or may have with respect to the payment of the Purchase Price or any other payments to be made by Purchaser pursuant to this Agreement, the Transaction Agreements or any other document or instrument delivered by Purchaser or any of their respective Affiliates in connection herewith.

10.16 Counterparts and PDF. This Agreement, the other Transaction Agreements and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in multiple counterparts, any one of which need not contain the signature of more than one party hereto or thereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of electronic

signature (including signature via DocuSign or similar services), a photographic, photostatic, facsimile, portable document format (.pdf), or similar reproduction of such signed writing using a facsimile machine or electronic mail, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any Party or pursuant to any such Transaction Agreement, each other Party hereto or thereto will re-execute original forms thereof and deliver them to all other Parties. No Party hereto or to any such other Transaction Agreement will raise the use of a .PDF, DocuSign or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of .PDF, DocuSign or other electronic transmission as a defense to the formation of a Contract and each such party forever waives any such defense.

10.17 Publicity. No Party or any of its Affiliates shall issue, and shall cause its Advisors not to issue, any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other Party, which approval will not be unreasonably conditioned, withheld or delayed, unless, in the reasonable judgment of Purchaser or Sellers, 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 or by the applicable rules of any stock exchange on which Purchaser or Sellers (or their respective Affiliates) lists securities; provided that the Party intending to make such release shall use its commercially reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other Party with respect to the text thereof. Notwithstanding anything to the contrary in this Agreement, nothing shall restrict or prohibit (a) Sellers or their Affiliates from communicating with their respective employees, customers, suppliers or other business relations to the extent that such communications consist solely of, or are otherwise consistent in all material respects with previous press releases, public disclosures or public statements made by any Party hereto in accordance with this Agreement to the extent such disclosure is still accurate in all material respects (and not misleading) or (b) Purchaser or its Affiliates from making any announcement or communications to its employees, in each case, subject to the terms of the Confidentiality Agreement.

10.18 Bulk Sales Laws. The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any Encumbrances in the Acquired Assets including any liens or claims arising out of the bulk transfer laws except Permitted Encumbrances, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with the "bulk sales," "bulk transfers" or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the transactions contemplated by this Agreement.

10.19 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

10.20 Sellers' Representative. Each Party agrees that the Company has the power and authority to unilaterally act on behalf of all or any of Sellers for the purposes expressly specified under this Agreement. Such power will include the power to make all decisions, actions, consents and determinations on behalf of Sellers, including to make any waiver of any Closing condition or agree to any amendment to this Agreement. No Seller shall have any right to object, dissent, protest or otherwise contest the same. Purchaser shall be entitled to rely on any action or omission taken by the Company on behalf of Sellers.

ARTICLE XI
ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS

11.1 Certain Definitions.

"**Action**" means any action, claim (including a counterclaim, cross-claim or defense), complaint, summons, suit, litigation, arbitration, third-party mediation, audit, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), prosecution, contest, dispute, hearing, inquiry, inquest, audit, examination or investigation, of any kind whatsoever, regardless of the legal theory under which such Liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body, tribunal or arbitrator.

"**Advisors**" means, with respect to any Person, any directors, officers, members, shareholders, equity holders, manager, partners, employees, contractors, subcontractors, investment bankers, financial advisors, accountants, auditors, agents, attorneys, consultants or other representatives of such Person.

"**Affiliate**" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management, affairs and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

"**Alternative Transaction**" means any transaction (or series of transactions), whether direct or indirect, whereby any Person or group of Persons (other than Sellers and their Affiliates or Purchaser and its Affiliates) acquires a material portion of the Acquired Assets, in each case whether by merger, sale of assets or equity, recapitalization, plan of reorganization or otherwise. Notwithstanding the foregoing, neither (i) a liquidation or wind-down of Sellers' estates nor (ii) one or more Sellers engaging in a transaction or transactions to divest all or any portion of the Excluded Assets, shall be an Alternative Transaction.

"**Business**" means any and all ordinary course business or commercial activities or operations of any kind that are conducted by any of Sellers.

"**Business Day**" means any day other than a Saturday, Sunday or other day on which banks in New York City, New York are authorized or required by Law to be closed.

"**Cash and Cash Equivalents**" means all of Sellers' cash (including checks and deposits in transit, money markets or similar accounts), checking account balances, marketable securities, certificates of deposits, time deposits, bankers' acceptances, commercial paper and any other cash equivalents, whether on hand, in transit, in banks or other financial institutions, or otherwise held and net of uncleared checks or drafts.

"**Confidentiality Agreement**" means that certain letter agreement, dated July 11, 2024, between the Company and F9 Brands, Inc., an Affiliate of Purchaser.

"**Consent**" means any approval, consent, ratification, permission, waiver or authorization, or an Order of the Bankruptcy Court that deems or renders unnecessary the same.

"**Contract**" means any written or oral contract, indenture, note, bond, lease, sublease, mortgage, agreement, guarantee or other agreement that is legally binding upon a Person or its property, in each case, other than a purchase order, service order or sales order.

"**Cure Costs**" means, with respect to any Contract, the amount required to be paid with respect to such Contract to cure all monetary defaults under such Contract to the extent required by section 365(b) of the Bankruptcy Code.

"**Deposit Escrow Agent**" means Wilmington Savings Fund Society, FSB.

"**DIP Encumbrances**" means any Encumbrances on the property pursuant to the Senior Secured Super-Priority Debtor-In-Possession Credit Agreement and any related exhibits and schedules.

"**Documents**" means all of Sellers' written files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, plans, operating records, safety and environmental reports, data, studies and documents, Tax Returns, ledgers, journals, title policies, customer and supplier lists, vendor and supplier lists and associated information, cost, pricing and sales data, mailing lists regulatory filings, operating data and plans, research material, technical documentation (design specifications, engineering information, test results, logic manuals, processes, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), advertising and marketing documentation (samples, artwork, photography, images, videos, copy, catalogues, brand books, drawings, sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials, and user names, passwords and credentials used to access, use, manage, maintain or renew any of the foregoing, in each case whether in written or electronic form or any other medium.

"**Encumbrance**" means any lien (as defined in section 101(37) of the Bankruptcy Code), encumbrance, claim (as defined in section 101(5) of the Bankruptcy Code), charge, mortgage, deed of trust, option, pledge, security interest or similar interests, hypothecations, easements, rights of way, licenses, encroachments, conditional sale or other title retention agreements and other similar restrictions on transfer or use.

"**Environmental Laws**" all applicable Laws concerning pollution or protection of the environment and natural resources, including the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et. seq., and similar Laws.

"**Equipment**" means any and all equipment, computers, furniture, furnishings, artwork, fixtures, supplies, Vehicles, network storage infrastructure, network racks, servers, laptops and other physical IT infrastructure components, equipment (including computer equipment) and hardware, and all other fixed assets.

"**ERISA**" means the Employee Retirement Income Security Act of 1974.

"**Excluded Inventory**" means all inventory (including materials, supplies, component parts, spare parts, work in process, finished goods and goods in transit and other property) owned or used (or held for use) by any of Sellers, located at any Excluded Store.

"**Excluded Stores**" means the leased real property that is not an Acquired Leased Real Property.

"**Excluded Taxes**" means any Liability, obligation or commitment, whether or not accrued, assessed, or currently due and payable, for any: (i) Taxes imposed on or payable by any Seller or its respective Affiliates for any Tax period (including any Taxes required to be withheld from the Purchase Price or any other payments or consideration payable to any Sellers hereunder pursuant to Section 1.5); (ii) Taxes imposed with respect to any of the Acquired Assets, any of the Assumed Liabilities or the Business for any Pre-Closing Tax Period; (iii) Taxes imposed on or with respect to any of the Excluded Assets or any of the Excluded Liabilities for any Tax period; (iv) any Transfer Taxes for which Sellers are responsible pursuant to Section 9.1; and (v) Taxes imposed on Purchaser or any of its Affiliates as a transferee or successor to any Seller or its respective Affiliates by operation of Law; provided that Excluded Taxes shall not include any Transfer Taxes for which Purchaser is responsible pursuant to Section 9.1.

"**Fixed Amount**" means one million dollars ($1,000,000).

"**GAAP**" means United States generally accepted accounting principles in effect from time to time.

"**Governmental Authorization**" means any permit, license, certificate, approval, consent, permission, clearance, designation, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

"**Governmental Body**" means any government, quasi-governmental entity, administrative, taxing or regulatory authority, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether foreign, federal, municipal, state, provincial, territorial or local, or any agency, branch, department, board, bureau, official, commission entity, instrumentality or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.

"**Hazardous Substance**" means (a) any pollutants, chemicals, contaminants, wastes or toxic, infectious, carcinogenic, reactive, radioactive, corrosive, ignitable, flammable or otherwise hazardous substances or materials, whether solid, liquid or gas, that are subject to regulation, control or remediation, or defined, under any Environmental Laws and (b) asbestos in any form, urea formaldehyde, polychlorinated biphenyls, radon gas, mold, crude oil or any fraction thereof,

all forms of natural gas, petroleum, petroleum products, petroleum by-products, petroleum derivatives, petroleum breakdown products and per- and polyfluoroalkyl substances.

"**Intellectual Property**" means any and all intellectual or industrial property and any and all right, title and interest therein or thereto, including any and all rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) patents, patent applications and patent or invention disclosures; (b) trademarks, service marks, brand names, trade dress, slogans, logos, corporate names, Internet Domain Names and other indicia of origin, together with all goodwill associated with each of the foregoing (collectively, "**Marks**"); (c) copyrights, works of authorship, design rights and moral rights; (d) trade secrets, know-how and confidential information (collectively, "**Trade Secrets**"); (e) rights in Software and other Technology; (f) rights drawings, schematics and other technical plans; (g) rights of privacy, publicity, personality and similar rights; (h) rights in copies and tangible embodiments of all of the foregoing (in whatever form or medium); (i) rights in or relating to registrations, renewals, reversions, extensions, combinations, divisions, and reissues of, and applications for, any of the foregoing; and (j) all other intellectual property, proprietary rights and industrial property and rights therein or arising therefrom.

"**Inventory**" means all inventory (including materials, supplies, component parts, spare parts, work in process, finished goods and goods in transit and other property) owned or used (or held for use) by any of Sellers, located solely at each of: (i) each of the Acquired Real Property Leases locations; (ii) the DC; (iii) in transit to any of the Acquired Real Property Lease locations or the DC; or (iv) facilities operated or controlled by Pennwood Products, Framerica or their respective Affiliates.

"**Inventory Price**" means 57% of landed cost value of the Acquired Inventory located at the DC, the Acquired Leased Real Property locations or facilities operated or controlled by Pennwood Products, Framerica or their respective Affiliate (it being understood that the Reserved Inventory shall be excluded from the Acquired Inventory for the purpose of determining the Inventory Price).

"**knowledge**," with respect to Party, means, with respect to the matter in question, the actual knowledge of such Party's executive officers as of the date hereof, without obligation of inquiry.

"**Law**" means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, Order, directive, pronouncement, determination, decision, opinion or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

"**Leasehold Improvements**" means all buildings, structures, improvements and fixtures which are owned, leased or used, or held for use, by a Seller and located on any Acquired Real Property Lease location or the DC, regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other third party upon the expiration or termination of the lease for such location.

"**Liability**" means, as to any Person, any debt, adverse claim, lien, damages, liability, duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, secured or unsecured, liquidated or unliquidated, vested or unvested or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

"**Material Adverse Effect**" means any material adverse effect on the financial condition or results of operations of the Acquired Assets and Assumed Liabilities, taken as whole; provided that none of the following (or consequences thereof), either alone or in combination, shall constitute, or be taken into account in determining whether or not there has been, a Material Adverse Effect: (a) any matter, event, change, development, occurrence, circumstance or effect (each, an "**Effect**") in, arising from or relating to general business or economic conditions affecting the industry in which Sellers and their Affiliates operate; (b) Effects in, arising from or relating to national or international political or social conditions, including tariffs, civil protests, riots, protests, the engagement by the United States or other country in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military, cyber or terrorist (whether or not state-sponsored) attack upon the United States or any other country, or any of its territories, possessions or diplomatic or consular offices or upon any military installation, asset, Equipment or personnel of the United States or of any other country; (c) Effects in, arising from or relating to any fire, flood, hurricane, earthquake, tornado, windstorm, other calamity or act of God, global or national health concern, epidemic, pandemic (whether or not declared as such by any Governmental Body), outbreak of illness or public health event (whether human or animal), viral outbreak (including coronavirus or COVID-19 or the worsening thereof) or any quarantine or trade restrictions related thereto or any other *force majeure*; (d) Effects in, arising from, or relating to financial, banking, securities or currency markets (including (A) any disruption of any of the foregoing markets, (B) any change in currency exchange rates, and (C) any decline or rise in the price of any security, commodity, Contract or index); (e) Effects in, arising from or relating to changes in, GAAP occurring after the date hereof; (f) Effects in, arising from or relating to changes in Laws or other binding directives or determinations issued or made by or agreements with any Governmental Body occurring after the date hereof; (g) Effects in, arising from or relating to (i) the taking of any action at the written request of Purchaser or its Affiliates, (ii) the failure to take any action if such inaction is requested in writing by Purchaser, (iii) Purchaser's failure to consent to any of the actions restricted in Section 6.1 or (iv) the announcement, consummation or pendency of this Agreement or the transactions contemplated hereby, the identity, nature or ownership of Purchaser with respect to the Acquired Assets and Assumed Liabilities, including the impact thereof on the relationships, contractual or otherwise, of the Business with employees, customers, lessors, suppliers, vendors, or other commercial partners or Governmental Bodies or litigation arising from or relating to this Agreement or the transactions contemplated hereby; (h) Effects in, arising from, or relating to any existing event, occurrence or circumstance that is set forth in the Schedules or any matter set forth in any public filings with the Bankruptcy Court prior to the date hereof; (i) Effects that arise from any seasonal fluctuations in the Business; (j) any failure, in and of itself, to achieve any budgets, projections, forecasts, estimates, plans or predictions (whether or not shared with Purchaser or its Affiliates or Advisors) (provided, that this clause (j) shall not prevent a determination that any Effect underlying such failure has resulted in a Material Adverse Effect,

unless such Effect is otherwise excepted by this definition); (k) the Effect of any action taken by Purchaser or their its Affiliates with respect to the transactions contemplated by this Agreement or the financing thereof or any breach by Purchaser of this Agreement; (l) the matters set forth on the Schedules and any changes or developments in, or Effects or results arising from or relating to, matters set forth on the Schedules; or (m) the pendency of the Bankruptcy Cases; provided, however, that, in the case of clauses (a), (b), (c), (d), (e) or (f), such Effects shall be taken into account in determining whether any such material adverse effect has occurred to the extent that any such Effect has a material and disproportionate adverse effect on the Acquired Assets and the Assumed Liabilities, taken as a whole, relative to similar assets and liabilities, in a similar industry or market.

"**Order**" means any order, injunction, order, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body, including any order entered by the Bankruptcy Court in the Bankruptcy Cases (including the Sale Order).

"**Ordinary Course**" means the ordinary and usual course of operations of the Business, taken as a whole, consistent with past practice and taking into account the contemplation, commencement and pendency of the Bankruptcy Cases.

"**Permitted Encumbrances**" means (a) Encumbrances for utilities and Taxes not yet due and payable, being contested in good faith or the nonpayment of which is permitted or required by the Bankruptcy Code where such Encumbrance will be released from the Acquired Assets pursuant to the Bankruptcy Code at Closing or otherwise upon the transfer of such Acquired Asset pursuant to Section 1.5, (b) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments against any of the Acquired Assets which do not, individually or in the aggregate, materially and adversely affect the operation of the Business or the applicable Acquired Assets and, in the case of the Acquired Leased Real Property, which do not, individually or in the aggregate, materially and adversely affect the use or occupancy of such Acquired Leased Real Property, (c) applicable zoning Laws, building codes, land use restrictions and other similar restrictions presently or hereafter imposed by Law which are not violated by the current use or occupancy of such Acquired Leased Real Property, as applicable, (d) materialmans', mechanics', artisans', shippers', warehousemans' or other similar common law or statutory Encumbrances incurred in the Ordinary Course after the Petition Date for amounts not yet due and payable, (e) non-exclusive licenses of Intellectual Property granted in the Ordinary Course, (f) any Encumbrances set forth on Schedule 11.1, and (g) solely prior to Closing, any Encumbrances that will be removed or released by operation of the Sale Order.

"**Person**" means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, organization, estate, Governmental Body or other entity or group.

"**Personal Information**" means, in addition to any information protected under Sellers' published privacy policies or applicable Laws concerning privacy or data security as "personal information," "personally identifiable information," "PII" or similar, any information that identifies or could reasonably be used to identify an individual, including an individual's name, address, telephone number, fax number, email address, social security number or other identifier issued by a Governmental Body (including any state identification number, driver's license

number, or passport number), geolocation information of an individual or device, biometric data, medical or health information, credit card or other financial information (including bank account information), cookie identifiers, or any other browser- or device-specific number or identifier, or any web or mobile browsing or usage information that is linked to the foregoing.

"**Pre-Closing Tax Period**" means any Tax period ending on or before the Closing Date.

"**Reserved Inventory**" means all Inventory that is reserved by Sellers in connection with the fulfillment of any Existing Customer Deposits relative to sales within the Acquired Leased Real Property.

"**Sale Hearing**" means the hearing conducted by the Bankruptcy Court to approve the transactions contemplated by this Agreement.

"**Sale Motion**" means the *Motion of Debtors for Entry of Orders (I) Approving (A) Form Asset Purchase Agreement, (B) Form and Manner of Notice of Sale, Auction, and Sale Hearing, and (C) Assumption and Assignment Procedures; (II) Scheduling Auction and Sale Hearing; (III) Approving (A) Sale of Substantially all of Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances and (B) Assumption and Assignment of Executory Contracts and Unexpired Leases; and (IV) Granting Related Relief* Docket No. 44 filed with the Bankruptcy Court on August 12, 2024.

"**Sale Order**" means an Order of the Bankruptcy Court in form and substance satisfactory to the Parties in all respects approving this Agreement and authorizing Sellers to undertake the transactions contemplated hereunder, including pursuant to sections 363 and 365 of the Bankruptcy Code.

"**Seller Intellectual Property**" means any and all Intellectual Property owned (or purported to be owned), in whole or in part, by any Seller, which includes but is not limited to the VFI Software for traceability and testing.

"**Seller IP Rights**" means any and all rights, title or interests of any Seller under any Intellectual Property of any other Person.

"**Seller Parties**" means each Seller and its former, current or future Affiliates, officers, directors, employees, partners, members, equityholders, controlling or controlled Persons, managers, agents, Advisors, successors or permitted assigns.

"**Seller Plan**" means each (a) employee welfare benefit plan within the meaning of Section 3(1) of ERISA (whether or not subject to ERISA), (b) employee pension benefit plan within the meaning of Section 3(2) of ERISA (whether or not subject to ERISA), (c) stock option, stock purchase, stock appreciation right or other equity or equity-based agreement, program or plan, (d) employment, individual consulting, severance or retention agreement or (e) bonus, incentive, deferred compensation, profit-sharing, retirement, post-termination health or welfare, vacation, severance or termination pay, fringe or any other compensation or benefit plan, program, policy, Contract, agreement or other arrangement, in each case that is sponsored, maintained or contributed to by Sellers or to which any Seller is obligated to contribute or with respect to which any Seller has any Liability.

"**Software**" means any and all (a) computer programs, applications, code and other software, including any and all software algorithms, assemblers, applets, compilers, firmware, middleware, interfaces, applications, utilities, tools, and diagnostics, databases, compilations of data, and embedded systems, as well as fixes, upgrades, updates, enhancements, and past and future versions and releases, whether in source code, executable code or object code form, and any documentation (including user and installation manuals and training software) relating to the foregoing; (b) work product used to design, plan, organize and develop any of the foregoing; and (c) source code annotations relating to any of the foregoing.

"**Subsidiary**" or "**Subsidiaries**" means, with respect to any Person, any corporation, limited liability company or other entity of which a majority of the total voting power of shares of stock or other equity interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees or other governing body or Person thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or any partnership, association or other business entity of which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof.

"**Tax**" or "**Taxes**" means, whether disputed or not, any federal, state, provincial, territorial, local, non-U.S. or other income, gross receipts, capital stock, franchise, profits, withholding, social security, employment, unemployment, government pension plan premiums and contributions, social security premiums, workers' compensation premiums, employment/unemployment insurance or compensation premiums and contributions, disability, real property, ad valorem/personal property, stamp, excise, occupation, sales, use, transfer, value added, import, export, alternative minimum, estimated and other taxes, duties, assessments or other charges in the nature of a tax, including any interest, penalty or addition thereto.

"**Tax Action**" means any audit, examination, contest, litigation or other Proceeding by or against any taxing authority or otherwise with respect to or relating to Taxes.

"**Tax Code**" means the United States Internal Revenue Code of 1986.

"**Tax Return**" means any return, declaration, election, notice, designation, claim for refund, report, statement or information return relating to Taxes filed or required to be filed with a Governmental Body, including any schedule or attachment thereto, and including any amendments thereof.

"**Technology**" means any and all (a) technology, formulae, algorithms, procedures, processes, methods and methodologies, models, techniques, know-how, creations, concepts, inventions, discoveries, improvements, and invention disclosures (whether patentable or unpatentable and whether or not reduced to practice); (b) technical, engineering, manufacturing, product, marketing, servicing, financial, supplier, personnel and other information and materials; (c) customer lists, customer contact (email and postal) and registration information, sales and pricing data, supplier records and vendor data, business plans, forecasts, customer correspondence and customer purchasing histories; (d) specifications, designs, models, devices, prototypes, samples, schematics and development tools; (e) Software, websites, user interfaces, content,

images, flow charts, graphics, text, photographs, artwork, audiovisual works, sound recordings, graphs, blueprints, drawings, reports, analyses, writings and other works of authorship; (f) databases and other compilations and collections of data or information, data, computer data, disks, diskettes, and other technical, financial, employee or business information or data; (g) domain names, uniform resource locators and other names and locators associated with the Internet ("**Domain Names**"); (h) social media and mobile communications accounts, identifiers, user names, handles or short code designations ("**Social Media**") and (i) Trade Secrets.

"**Transaction Agreements**" means this Agreement, the Bill of Sale and Assignment and Assumption Agreement, the Trademark Assignment Agreement, the Copyright Assignment Agreement, the Transition Services Agreement and any other agreements, instruments or documents entered into pursuant to this Agreement.

"**Transition Services Agreement**" means a two way transition services agreement by and between the Purchaser and Sellers.

"**Vehicles**" means all machines used for transporting people and/or goods, including automobiles, trucks, trailers and fork lifts.

11.2 Index of Defined Terms.

Accrued PTO 35
Acquired Assets 1
Acquired Inventory 3
Acquired Leased Real Property 2
Acquired Real Property Leases..... 2
Action..... 54
Advisors 54
Affiliate 54
Agreement..... 1
Agreement Dispute 51
Allocation..... 13
Allocation Objection Notice 13
Alternative Transaction..... 54
Assigned Contracts 2
Assumed Cure Costs 8
Assumed Liabilities 7
Auction..... 8
Audited Financial Statements 16
Available Contracts..... 8
Bankruptcy Cases..... 1
Bankruptcy Code 1
Bankruptcy Court..... 1
Bankruptcy Court Order 27
Bill of Sale and Assignment and Assumption Agreement..... 12
Business 54
Business Day..... 54
Business Employee 34
Cash and Cash Equivalents..... 54
Chosen Courts..... 51
Closing 12
Closing Date..... 12
Company 1
Confidentiality Agreement..... 54
Consent 54
Contract..... 55
Copyright Assignment Agreement 12
Cure Costs..... 55
Dataroom..... 24
DC 2
Deposit 1
Deposit Escrow Agent 55
Designation Rights Period 8
DIP Encumbrances..... 55
Documents 55
Domain Names..... 61
Effect..... 58
Encumbrance..... 55
Enforceability Exceptions..... 15
Environmental Laws 55
Environmental Permits..... 19
Equipment 55

ERISA 55
Estimated Inventory Count 11
Excluded Assets 5
Excluded Contracts 5
Excluded Fork Lifts 41
Excluded Inventory 55
Excluded Liabilities 7
Excluded Stores 56
Excluded Taxes 56
Existing Customer Deposits 5
Express Representations 24
Financial Statements 16
Fixed Amount 56
Fundamental Representations 42
GAAP 56
Governmental Authorization 56
Governmental Body 56
Guaranteed Obligations 39
Guarantor 1
Hazardous Substance 56
Indebtedness 30
Independent Arbiter 14
Information Presentation 24
Insurance Policies 3
Intellectual Property 56
Inventory 57
Inventory Count 11
Inventory Price 57
knowledge 57
Law 57
Leasehold Improvements 57
Liability 57
Marks 56
Material Adverse Effect 50, 58
Material Contract 17
Material Supplier 23
Order 59
Ordinary Course 59
Outside Date 44
Paid PTO 35
Parties 1
Party 1
Permits 19
Permitted Encumbrances 59
Person 59
Personal Information 59
Petition Date 1
Pre-Closing Tax Period 59
Projections 39
Proposed Allocation 13
Purchase Price 10
Purchaser 1
Purchaser Plans 35
Real Property Appurtenances 2
Representative Stores 11
Reserved Inventory 60
Sale Hearing 60
Sale Motion 60
Sale Order 60
Seller 1
Seller Intellectual Property 60
Seller IP Rights 60
Seller Parties 60
Seller Plan 60
Sellers 1
Social Media 62
Software 60
Subsidiaries 61
Subsidiary 61
Tail Policy 24
Tax 61
Tax Action 61
Tax Code 61
Tax Consideration 13
Tax Return 61
Taxes 61
Technology 61
Trade Secrets 57
Trademark Assignment Agreement 12
Transaction Agreements 62
Transfer Offer 34
Transfer Taxes 45
Transferred Employees 34
Transition Services Agreement 62
Unaudited Financial Statements 16
Vehicles 62
Wind-Down End Date 41

11.3 Rules of Interpretation. Unless otherwise expressly provided in this Agreement, the following will apply to this Agreement, the Schedules and any other certificate, instrument, agreement or other document contemplated hereby or delivered hereunder.

(a) Accounting terms which are not otherwise defined in this Agreement have the meanings given to them under GAAP consistently applied. To the extent that the definition of an accounting term defined in this Agreement is inconsistent with the meaning of such term under GAAP, the definition set forth in this Agreement will control.

(b) The terms "hereof," "herein" and "hereunder" and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement. Section, clause, schedule and exhibit references contained in this Agreement are references to sections, clauses, schedules and exhibits in or to this Agreement, unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(c) Whenever the words "include," "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." Where the context permits, the use of the term "or" will be equivalent to the use of the term "and/or" unless expressly indicated otherwise.

(d) The words "to the extent" shall mean "the degree by which" and not simply "if."

(e) 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 will be excluded. If the last day of such period is a day other than a Business Day, the period in question will end on the next succeeding Business Day.

(f) Words denoting any gender will include all genders, including the neutral gender. Where a word is defined herein, references to the singular will include references to the plural and vice versa.

(g) The word "will" will be construed to have the same meaning and effect as the word "shall." The words "shall," "will," or "agree(s)" are mandatory, and "may" is permissive.

(h) All references to "$" and dollars will be deemed to refer to United States currency unless otherwise specifically provided.

(i) All references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(j) Any document or item will be deemed "delivered," "provided" or "made available" by Sellers, within the meaning of this Agreement if such document or item is (i) included in the Dataroom prior to the date of this Agreement, or (ii) actually delivered or provided physically or electronically to Purchaser or any of Purchaser's Advisors.

(k) Any reference to any agreement or Contract will be a reference to such agreement or Contract, as amended, modified, supplemented or waived.

(l) Any reference to any particular Bankruptcy Code or Tax Code section or any Law will be interpreted to include any amendment to, revision of or successor to that section or Law regardless of how it is numbered or classified; provided that, for the purposes of the representations and warranties set forth herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Bankruptcy Code or Tax Code section or Law, the reference to such Bankruptcy Code or Tax Code section or Law means such Bankruptcy Code or Tax Code section or Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(m) A reference to any party to this Agreement or any other agreement or document shall include such party's successors and assigns, but only if such successors and assigns are not prohibited by this Agreement.

(n) A reference to a Person in a particular capacity excludes such Person in any other capacity or individually.

[*Signature pages follow*.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of date first written above.

PURCHASER:

LUMLIQ2, LLC, a Delaware limited liability company

DocuSigned by:
By: Thomas D. Sullivan
2D60BC476CE1424...
Name: Thomas D. Sullivan
Title: Chairman

FOR PURPOSES OF SECTION 6.9 ONLY:

F9 INVESTMENTS, LLC,
a Florida limited liability company

DocuSigned by:
By: Thomas D. Sullivan
2D60BC476CE1424...
Name: Thomas D. Sullivan
Title: Sole Member

SELLERS:

LL FLOORING HOLDINGS, INC., a Delaware corporation

By: _____
Name: Alice G. Givens
Title: Chief Legal, Ethics and Compliance Officer

LL FLOORING, INC.

By: _____
Name: Alice G. Givens
Title: Chief Legal, Ethics and Compliance Officer

LUMBER LIQUIDATORS LEASING, LLC

By: _____
Name: Alice G. Givens
Title: Chief Legal, Ethics and Compliance Officer

LL FLOORING SERVICES, LLC

By: _____
Name: Alice G. Givens
Title: Chief Legal, Ethics and Compliance Officer

LUMBER LIQUIDATORS FOREIGN HOLDINGS, LLC

By: _____
Name: Alice G. Givens
Title: Chief Legal, Ethics and Compliance Officer

EXHIBIT A

FORM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of [●], 2024 ("Effective Date") by and between [●], a [●] ("Assignor"), and LumLiq2, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. This Agreement is given pursuant to that certain Asset Purchase Agreement dated as of [●], 2024 (the "Purchase Agreement") to which Assignee and Assignor are a party. Capitalized terms not otherwise defined in this Agreement have the meanings given in the Purchase Agreement.

B. In connection with the conveyance of the Acquired Assets to Assignee, Assignor has agreed to convey to Assignee and Assignee has agreed to accept from Assignor the Acquired Assets.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment of the Acquired Assets. Effective as of the Effective Date, on the terms and subject to the conditions set forth in the Purchase Agreement, Assignor grants, sells, bargains, conveys, transfers and assigns unto Assignee, free and clear of any Encumbrances other than the Permitted Encumbrances, all of Assignor's right, title and interest in and to the Acquired Assets as described in the Purchase Agreement.

2. Assumption of the Acquired Assets. Effective as of the Effective Date, on the terms and subject to the conditions set forth in the Purchase Agreement, Assignee hereby assumes any Assumed Liabilities associated with all of Assignor's right, title and interest in and to the Acquired Assets; provided, however, that nothing contained in this Agreement shall be construed as imposing any liability on the Assignee for the acts or omissions of Assignor under the Acquired Assets prior to the Effective Date.

3. Further Assurances. From and after the Effective Date, Assignor and Assignee, as applicable, shall, and shall cause their respective Affiliates (as applicable) to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to give full effect to the intent of this Agreement.

4. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns permitted under the Purchase Agreement.

5. Conflict. Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Agreement in accordance with and subject to all of the terms and provisions of the Purchase Agreement. To the extent of any inconsistency between the terms and provisions of the Purchase Agreement and those of this Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

6. Sole Remedy. The sole and exclusive remedy of Assignee and Assignor with respect to any breach of this Agreement shall be as set forth in the Purchase Agreement.

7. Severability. Should any term, provision or paragraph of this Agreement be determined to be illegal or void or of no force and effect, the balance of the Assignment shall survive.

8. Entire Agreement. This Agreement and the Purchase Agreement (and all exhibits and schedules hereto and thereto) collectively constitute and contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, correspondence, understandings, agreements and contracts, whether written or oral, among the Parties respecting the subject matter hereof and thereof.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

10. Bankruptcy Court Jurisdiction. THE PARTIES AGREE THAT IF ANY DISPUTE ARISES OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE PERSONAL AND SUBJECT MATTER JURISDICTION AND SHALL BE THE EXCLUSIVE VENUE TO RESOLVE ANY AND ALL DISPUTES RELATING TO THIS AGREEMENT. THE BANKRUPTCY COURT SHALL HAVE ORIGINAL AND EXCLUSIVE JURISDICTION OVER SUCH MATTERS AND THE PARTIES AFFECTED THEREBY AND ASSIGNOR AND ASSIGNEE EACH HEREBY CONSENT AND SUBMIT TO SUCH JURISDICTION.

11. Counterparts; Electronic Signatures. This Agreement may be signed in counterparts. The Parties further agree that this Agreement may be executed by the exchange of emailed signature pages provided that by doing so the Parties agree to undertake to provide original signatures as soon as reasonable following request from the other Parties. In agreeing to permit the use, from time to time where appropriate, of signatures transmitted by e-mail in order to expedite the transactions evidenced by this Agreement, the Parties hereby acknowledge, confirm and agree that (a) they intend to be bound by their respective signatures even though transmitted by e-mail, (b) they are aware that the other(s) will rely upon the signatures of the others which have been transmitted by e-mail, and (c) they waive any defense to the enforcement of the documents affecting the transactions based on the fact that a signature was transmitted by e-mail only.

12. Amendments. This Agreement may be amended, restated, supplemented or otherwise modified, only by written agreement duly executed by each Party.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

ASSIGNOR:

[●], a [●]

By: _____
Name:
Title:

ASSIGNEE:

LUMLIQ2, LLC, a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT B

FORM OF TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of [●], 2024 ("Effective Date") by and between [●], a [●] ("Assignor"), and LumLiq2, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are referred to herein individually as "Party" and collectively as the "Parties."

RECITALS

A. This Agreement is given pursuant to that certain Asset Purchase Agreement dated as of [●], 2024 (the "Purchase Agreement") to which Assignee and Assignor are a party. Capitalized terms not otherwise defined in this Agreement have the meanings given in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Assignor has agreed to sell, convey, transfer and assign unto Assignee all of Assignor's right, title and interest in and to the Seller Intellectual Property, including the Seller Intellectual Property set forth on Schedule 3.10(a) to the Purchase Agreement.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment of the Seller Intellectual Property. Effective as of the Effective Date, on the terms and subject to the conditions set forth in the Purchase Agreement, Assignor sells, conveys, transfers and assigns unto Assignee, free and clear of any Encumbrances other than the Permitted Encumbrances, all of Assignor's right, title and interest in and to the Seller Intellectual Property and the goodwill associated therewith and all rights to sue, enjoin and recover damages for past, present or future infringement of any such Seller Intellectual Property, and the right to collect and retain any proceeds therefrom.

2. Assumption of the Seller Intellectual Property. Effective as of the Effective Date, on the terms and subject to the conditions set forth in the Purchase Agreement, Assignee hereby assumes any Assumed Liabilities associated with all of Assignor's right, title and interest in and to the Seller Intellectual Property; provided, however, that nothing contained in this Agreement shall be construed as imposing any liability on the Assignee for the acts or omissions of Assignor under the Seller Intellectual Property prior to the Effective Date.

3. Further Assurances. From and after the Effective Date, Assignor and Assignee, as applicable, shall, and shall cause their respective Affiliates (as applicable) to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to give full effect to the intent of this Agreement. Assignor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks in the United States Patent and

Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

4. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns permitted under the Purchase Agreement.

5. Conflict. Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Agreement in accordance with and subject to all of the terms and provisions of the Purchase Agreement. To the extent of any inconsistency between the terms and provisions of the Purchase Agreement and those of this Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

6. Sole Remedy. The sole and exclusive remedy of Assignee and Assignor with respect to any breach of this Agreement shall be as set forth in the Purchase Agreement.

7. Severability. Should any term, provision or paragraph of this Agreement be determined to be illegal or void or of no force and effect, the balance of this Agreement shall survive.

8. Entire Agreement. This Agreement and the Purchase Agreement (and all exhibits and schedules hereto and thereto) collectively constitute and contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, correspondence, understandings, agreements and contracts, whether written or oral, among the Parties respecting the subject matter hereof and thereof.

9. Governing Law. Except to the extent of the mandatory provisions of the Bankruptcy Code, this Agreement will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

10. Bankruptcy Court Jurisdiction. THE PARTIES AGREE THAT IF ANY DISPUTE ARISES OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE PERSONAL AND SUBJECT MATTER JURISDICTION AND SHALL BE THE EXCLUSIVE VENUE TO RESOLVE ANY AND ALL DISPUTES RELATING TO THIS AGREEMENT. THE BANKRUPTCY COURT SHALL HAVE ORIGINAL AND EXCLUSIVE JURISDICTION OVER SUCH MATTERS AND THE PARTIES AFFECTED THEREBY AND ASSIGNOR AND ASSIGNEE EACH HEREBY CONSENT AND SUBMIT TO SUCH JURISDICTION.

11. Counterparts; Electronic Signatures. This Agreement may be signed in counterparts. The Parties further agree that this Agreement may be executed by the exchange of emailed signature pages provided that by doing so each Party agrees to undertake to provide original signatures as soon as reasonable following request from the other Party. In agreeing to permit the use, from time to time where appropriate, of signatures transmitted by e-mail in order to expedite the transactions evidenced by this Agreement, the Parties hereby acknowledge, confirm and agree that (a) they intend to be bound by their respective signatures even though transmitted

by e-mail, (b) they are aware that the other(s) will rely upon the signatures of the others which have been transmitted by e-mail, and (c) they waive any defense to the enforcement of the documents affecting the transactions based on the fact that a signature was transmitted by e-mail only.

12. Amendments. This Agreement may be amended, restated, supplemented or otherwise modified, only by written agreement duly executed by each Party.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

ASSIGNOR:

[●], a [●]

By: _____
Name:
Title:

ASSIGNEE:

LUMLIQ2, LLC, a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT C

FORM OF COPYRIGHT ASSIGNMENT AGREEMENT

THIS COPYRIGHT ASSIGNMENT AGREEMENT (this "Agreement") is made as of [●], 2024 ("Effective Date") by and between [●], a [●] ("Assignor"), and LumLiq2, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. This Agreement is given pursuant to that certain Asset Purchase Agreement dated as of [●], 2024 (the "Purchase Agreement") to which Assignee and Assignor are a party. Capitalized terms not otherwise defined in this Agreement have the meanings given in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Assignor has agreed to sell, convey, transfer and assign unto Assignee all of Assignor's right, title and interest in and to all Seller Intellectual Property consisting of copyright applications, registrations, renewals, revivals, restorations and extensions therefore or thereof and any accrued or pending claims for infringement or violation of such rights) to the full extent that Assignor has or will have any right, title or interest therein, including any such Seller Intellectual Property set forth on Schedule 3.10(a) to the Purchase Agreement (the "Work")

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment of the Work. Effective as of the Effective Date, on the terms and subject to the conditions set forth in the Purchase Agreement, Assignor sells, conveys, transfers and assigns unto Assignee, free and clear of any Encumbrances other than the Permitted Encumbrances, all of Assignor's right, title and interest in and to the Work. Without limiting the foregoing, as between Assignee and Assignor, pursuant to this Agreement, from and after the Effective Date, Assignee has and shall have the sole and exclusive right, in perpetuity, throughout the universe, to reproduce, publish, edit, modify, adapt, abridge, create derivative works from, distribute, sell, license, perform, display, import and otherwise use and exploit the Work in whole or in part, by, in or through any form, format, means or medium, now known or hereafter developed, which rights may be exercised in any way or manner that the Assignee elects in the Assignee's sole discretion, without attribution to the Assignor. To the extent permitted under applicable law, Assignor hereby irrevocably and unconditionally waives, with respect to the Acquired Assets, any so-called "moral rights," rights of attribution and integrity, rights of droit moral and any analogous rights which may now be or may hereafter be recognized, in all jurisdictions throughout the world, including, without limitation, the rights set forth in 17 U.S.C. §106A of the United States Copyright Act. From and after the Effective Date, the Assignee has and shall have the sole and exclusive right, in perpetuity, throughout the universe, to commence, oppose, defend, appeal and prosecute any claims for: (a) past, present or future infringements of

the Work; and (b) any other causes of action arising with respect to the Work and to collect and retain any profits, damages, penalties, and recoveries from such claims without compensation to the Assignor.

2. Further Assurances. From and after the Effective Date, Assignor and Assignee, as applicable, shall, and shall cause their respective Affiliates (as applicable) to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to give full effect to the intent of this Agreement.

3. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns permitted under the Purchase Agreement.

4. Conflict. Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Agreement in accordance with and subject to all of the terms and provisions of the Purchase Agreement. To the extent of any inconsistency between the terms and provisions of the Purchase Agreement and those of this Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

5. Sole Remedy. The sole and exclusive remedy of Assignee and Assignor with respect to any breach of this Agreement shall be as set forth in the Purchase Agreement.

6. Severability. Should any term, provision or paragraph of this Agreement be determined to be illegal or void or of no force and effect, the balance of this Agreement shall survive.

7. Entire Agreement. This Agreement and the Purchase Agreement (and all exhibits and schedules hereto and thereto) collectively constitute and contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, correspondence, understandings, agreements and contracts, whether written or oral, among the Parties respecting the subject matter hereof and thereof.

8. Governing Law. Except to the extent of the mandatory provisions of the Bankruptcy Code, this Agreement will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

9. Bankruptcy Court Jurisdiction. THE PARTIES AGREE THAT IF ANY DISPUTE ARISES OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE PERSONAL AND SUBJECT MATTER JURISDICTION AND SHALL BE THE EXCLUSIVE VENUE TO RESOLVE ANY AND ALL DISPUTES RELATING TO THIS AGREEMENT. THE BANKRUPTCY COURT SHALL HAVE ORIGINAL AND EXCLUSIVE JURISDICTION OVER SUCH MATTERS AND THE PARTIES AFFECTED THEREBY AND ASSIGNOR AND ASSIGNEE EACH HEREBY CONSENT AND SUBMIT TO SUCH JURISDICTION.

10. Counterparts; Electronic Signatures. This Agreement may be signed in counterparts. The Parties further agree that this Agreement may be executed by the exchange of emailed signature pages provided that by doing so the Parties agree to undertake to provide original signatures as soon as reasonable following request from the other Parties. In agreeing to permit the use, from time to time where appropriate, of signatures transmitted by e-mail in order to expedite the transactions evidenced by this Agreement, the Parties hereby acknowledge, confirm and agree that (a) they intend to be bound by their respective signatures even though transmitted by e-mail, (b) they are aware that the other(s) will rely upon the signatures of the others which have been transmitted by e-mail, and (c) they waive any defense to the enforcement of the documents affecting the transactions based on the fact that a signature was transmitted by e-mail only.

11. Amendments. This Agreement may be amended, restated, supplemented or otherwise modified, only by written agreement duly executed by each Party.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

ASSIGNOR:

[●], a [●]

By: _____
Name:
Title:

ASSIGNEE:

LUMLIQ2, LLC, a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT D

FORM OF SANDSTON DISTRIBUTION CENTER LEASE

(6115 Technology Creek Drive, Sandston, Virginia)

THIS LEASE (this "**Lease**") is made as of _____ , 2024 (the "**Effective Date**"), by and between _____, a _____ ("**Landlord**"), and _____, a _____ ("**Tenant**").

ARTICLE 1 – LEASE OF PREMISES

1.1. **Basic Lease Provisions and Definitions**.

(a) "Premises": Subject to the terms hereof, approximately 616,590 rentable square feet (shown outlined on **Exhibit A** attached hereto) in that certain building (the "**Building**") located at 6115 Technology Creek Drive, Sandston, Virginia. The Building, along with the adjoining parking areas of the Building and the surrounding land and air space which are the site and grounds for the Building, are referred to herein as the "**Project**".

(b) "Term": Two (2) years, unless extended or terminated in accordance with the terms of this Lease.

(c) "Commencement Date": The date Landlord becomes the owner of the Project.

(d) "Expiration Date": The day before the second (2nd) anniversary of the Commencement Date, unless extended pursuant to Section 2.5 or sooner terminated pursuant to the terms of this Lease.

(e) "Base Rent":
21.6

Months	Annual Base Rent Per Square Foot	Monthly Base Rent	Annual Base Rent
1 – 12	$6.50	$333,986.25	$4,007,835.00
13 – 24	$6.7275	$345,675.75	$4,148,109.00

(i) Notwithstanding anything to the contrary contained in this Lease, Tenant shall be entitled to an abatement of Base Rent in the amount of $333,986.25 per month for the first six (6) full calendar months of the Term (with each such month being referred to herein as a "**Base Rent Abatement Month**", and the entire period being hereinafter referred to as the "**Abated Base Rent Period**") immediately following the Commencement Date. The total amount of Base Rent abated during all of the Base Rent Abatement Months shall equal Two Million Three Thousand Nine Hundred Seventeen and 50/100 Dollars ($2,003,917.50) (the "**Abated Base Rent**"). For the avoidance of doubt, in no event shall Tenant be responsible for any payment of the Abated Base Rent, whether due to an Event of Default, an early termination of this Lease in accordance with its terms, or otherwise.

(ii) During each Base Rent Abatement Month, only Base Rent shall be abated, and all other Rent and other costs and charges specified in this Lease shall remain as due and payable pursuant to the provisions of this Lease.

(iii) Base Rent for the Extension Term, if exercised, shall be as set forth below:

Months	Annual Base Rent Per Square Foot	Monthly Base Rent	Annual Base Rent
25-36	$6.9630	$357,776.34	$4,293,316.00

(iv) The Base Rent (including for the Extension Term, if applicable) and the Abated Base Rent shall be subject to retroactive adjustment based on the final rentable square footage of the Premises after completion of Landlord's Work if the same is materially different then the rentable square footage set forth in Section 1.1(a) hereof.

(f) "Security Deposit": None.

(g) "Tenant's Proportionate Share": 61.92%, based upon the rentable square feet of the Premises divided by the rentable square feet of the Project (i.e., 995,792 rentable square feet), and subject to proportionate increase or decrease, as applicable, if Landlord, from time to time in accordance with sound property management practices reasonable determines that the rentable square footage of the Project is more or less than the rentable square footage of the Project as stated in this Lease. In addition, Tenant's Proportionate Share shall be subject to retroactive adjustment based on the final rentable square footage of the Premises after completion of Landlord's Work if the same is materially different then the rentable square footage set forth in Section 1.1(a) hereof.

(h) "Permitted Use": General office/warehouse use and production of samples consistent with current use. For the avoidance of doubt, conducting going out of business or similar liquidation sales authorized pursuant to an order of the Bankruptcy Court shall be a Permitted Use. "**Bankruptcy Court**" shall mean the United States Bankruptcy Court for the District of Delaware.

(i) "Broker(s)": Jones Lang LaSalle Brokerage, Inc., representing Landlord, and Jones Lang LaSalle Brokerage, Inc., representing Tenant.

(j) Address for notices and Rent are as follows:

Landlord: _____

with a copy to:

_____

with Rent to: [***LANDLORD TO PROVIDE***]

Tenant: _____

with a copy to:

_____

(k) "Landlord Related Parties": Landlord, its management agents, principals, members, beneficiaries, partners, officers, directors, agents, employees, consultants and contractors, and any Mortgagee(s) (as defined below).

(l) "Tenant Related Parties": Tenant, its assignees, sublessees, agents, contractors, employees or invitees.

EXHIBITS

Exhibit A – Premises
Exhibit B – The Yard, Parking Areas and Related Areas
Exhibit C – Rules and Regulations
Schedule 3.2 – Operating Cost Exclusions
Schedule 8.3 – Insurance

1.2. **Lease of Premises**. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, under the terms and conditions herein, together with (a) a non-exclusive right, in common with others, to use certain portions of the yard as depicted on **Exhibit B** attached hereto (the "**Yard**") and any other common areas depicted on **Exhibit B** attached hereto (the "**Common Areas**"), except to the extent limited by any express provisions of this Lease and (b) the exclusive right to use certain Common Areas that Tenant has the exclusive right to use in accordance with the provisions of Section 16.8 hereof.

ARTICLE 2 – TERM AND POSSESSION

2.1. **Term**. The Term, Commencement Date and Expiration Date shall be as set forth in Sections 1.1(b), (c) and (d) above.

2.2. **Condition of Premises**.

(a) **As Is Condition**. Tenant acknowledges that it owned and occupied the Project immediately prior to the Commencement Date. Accordingly, Tenant is fully familiar with the physical condition of the Premises, the Building and the Project, including the Common Areas. Tenant has personally inspected the Premises and, subject to Landlord's Work (defined below), accepts the Premises in its "AS IS" condition without representation, warranty or improvement by Landlord of any kind (but the foregoing shall not relieve Landlord of any of its repair or maintenance obligations under this Lease).

(b) **Landlord's Work**. Following the Commencement Date, Landlord, shall promptly, at Landlord's sole cost and expense (and not includable in Operating Costs), construct a fence or a demising or fire wall in the Building (as selected by Landlord in its sole discretion) to separately demise the Premises from the remaining space within the Building (the "**Vacated Premises**"), as such demise is more particularly shown on **Exhibit A** attached hereto ("**Landlord's Work**"). Tenant shall cooperate as reasonably requested by Landlord so that Landlord's Work may be performed in a timely and efficient manner. All Landlord's Work shall be performed in compliance with all Applicable Laws.

2.3. **Surrender of the Premises**. Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, (a) surrender the Premises to Landlord in broom-clean condition and in good order, condition and repair, reasonable wear and tear and matters for which Tenant is not responsible excepted, (b) remove from the Premises (i) Tenant's Property (as defined below), and (ii) any Alterations required to be removed pursuant to Section 7.3 below, and (c) repair any damage caused by any such removal and restore the Premises to substantially the same good condition as when Landlord's Work was completed (or, if this Lease is terminated prior to the date Landlord's Work is completed, then to substantially the same good conditions as on the Effective Date), reasonable wear and tear and matters for which Tenant is not responsible excepted. Any of Tenant's Property left at the Project after the Expiration Date (or within ten (10) business days after an earlier termination of the Lease) shall be deemed to be

abandoned without any further notice whatsoever to Tenant by Landlord, and, at Landlord's option, Landlord may, at Tenant's expense, dispose of or store said Tenant's Property in any manner it deems appropriate, without compensation to Tenant, and title to such Tenant's Property shall pass to Landlord under this Lease.

2.4. **Holding Over**. If Tenant shall not immediately surrender the Premises to Landlord on the Expiration Date or within ten (10) business days of an earlier termination of the Lease (the "**Holdover Commencement Date**"), Tenant shall be deemed to be a month to month tenant upon all of the terms and conditions of this Lease; provided, (i) for each of the first thirty (30) days Tenant holds over after the Holdover Commencement Date, the Base Rent shall be 150% of the Base Rent payable in the last year of the Term divided by three hundred sixty-five (365), and (ii) for each day after the thirtieth (30th) day after the Holdover Commencement Date Tenant holds over, the Base Rent shall be 200% of the Base Rent payable in the last year of the Term divided by three hundred sixty-five (365) (each, "**Holdover Rent**"). The provisions of this Section 2.4 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or under Applicable Laws (as defined below). If Tenant shall hold over after the Holdover Commencement Date, and Landlord shall desire to regain possession of the Premises, then Landlord may forthwith re-enter and take possession of the Premises without process, or by any legal process in force in the Commonwealth of Virginia, and if Tenant holds over for more than thirty (30) days after the Holdover Commencement Date, in addition to paying Holdover Rent, Tenant shall protect, defend, indemnify and hold Landlord harmless from and against any and all claims in any way arising or resulting from or in connection with Tenant's holding over, including, without limiting the generality of the foregoing, the cost of unlawful detainer proceedings instituted by Landlord against Tenant, increased construction costs to Landlord as a result of Landlord's inability to timely commence construction of tenant improvements for a new occupant for the Premises, lost profits and any other damages that result from Landlord's inability to timely deliver the Premises to such occupant, and any claim against Landlord made by any succeeding occupant or prospective occupant. Except as expressly set forth in this Section 2.4, in no event shall Tenant be liable to Landlord or any Landlord Related Party for any lost profits, consequential, special, or punitive damages under any other provision of this Lease.

2.5 Extension Option.

(a) Tenant shall have one (1) option to extend the Term for an extension term of one (1) year (the "**Extension Term**"), provided that, at Landlord's option, Tenant's right to extend the Term for the Extension Term shall be void if an Event of Default of Tenant, has occurred and is continuing hereunder, both on the date the Extension Notice (as defined below) is given and on the commencement date of the Extension Term. Subject to Tenant's rights pursuant to Section 14.1, any extension of the Term shall be applicable to the entire Premises at the time. If Tenant fails timely to exercise the extension option granted hereby, Tenant shall have no further extension rights hereunder. Tenant may exercise such extension option by written notice (an "**Extension Notice**") to Landlord not less than six (6) months prior to the expiration of the Term. If Tenant properly exercises its option hereunder, this Lease and the Term hereof shall automatically be extended for one (1) year without the necessity for the execution of any other instrument in confirmation thereof, but, upon request by either party, the parties shall execute an agreement acknowledging the extension of the Term.

(b) Such extension shall be upon all of the same terms, covenants, and conditions contained in this Lease, except that (a) Tenant shall have no further right to extend the Term beyond the Extension Term, (b) the Base Rent for the Extension Term shall be at the rate set forth in Section 1.1(e)(iii), and (c) Landlord shall have no obligation to make or pay for any improvements to the Premises or to pay any allowances or inducements of any kind.

ARTICLE 3 – RENT

3.1. **Base Rent**. Following the Abated Base Rent Period, Tenant shall pay to Landlord monthly Base Rent in advance in lawful U.S. money, without demand, deduction or offset, on or before the first day of each calendar month during the Term. The Base Rent for partial calendar months shall be prorated. Tenant shall pay and be liable for all rental, sales and use taxes (but excluding income taxes), if any, imposed upon or measured by Rent, and all taxes attributable to Tenant's Property (if any). Any amount required to be paid by Tenant in connection with this Lease and any charges or expenses incurred by Landlord on behalf of Tenant under the terms of this Lease shall be deemed "Rent".

3.2. **Annual Operating Cost Adjustment Definitions**.

(a) "Annual Operating Cost Adjustment" shall mean the amount of Tenant's Proportionate Share of Operating Costs for a particular calendar year.

(b) "Operating Costs" shall mean, subject to the limitations and exclusions hereinafter provided, the amount of all of Landlord's costs and expenses actually paid or incurred in operating, repairing, replacing, managing, owning and maintaining the Project in good condition and repair for a particular calendar year, including, without limitation, the following: (i) all Real Estate Taxes (as defined below), insurance premiums and deductibles; (ii) water, sewer, electrical and other utility charges other than the separately billed electrical and other utility charges paid by Tenant as provided in this Lease (or other tenants in the Building) for the Common Areas; (iii) painting; (iv) stormwater discharge fees; (v) tools and supplies; (vi) repair costs; (vii) landscape maintenance costs; (viii) the cost of shared security at the entrance/exit of the Project and shared access patrols substantially as the same are provided as of the Effective Date (the "**Existing Security/Access Procedures**"); (ix) license, permit and inspection fees; (x) *intentionally deleted*; (xi) administrative costs and expenses (including, without limitation, for leasing, management, accounting and reporting applications (such as, by way of example only and not limitation, software and other applications) used in connection with the management or operation of the Premises), consulting fees, legal fees, accounting fees, reporting fees and administrative fees of all persons engaged by Landlord or otherwise incurred in good faith by Landlord in connection with the management, operation, administration, ownership, maintenance and repair of the Project; (xii) supplies, costs, wages and related employee benefits payable for the management, administration, accounting for, maintenance, repair and operation of the Project; (xiii) costs of snow and ice removal; (xiv) maintenance and repair costs, dues, fees and assessments incurred under any covenants or charged by any business park or other owners association; and (xv) payments under any Title Document (defined below) or other easement, license, operating agreement, declaration, restrictive covenant or instrument pertaining to the sharing of costs and expenses by the Project; With respect to any Operating Costs that are capital in nature, such Operating Costs shall be amortized on a straight-line basis over the longest useful life of the improvement (as determined in accordance with generally accepted accounting principles, consistently applied), and only the amortized portion applicable to any calendar

year shall be included in Operating Costs for such calendar year; it being agreed that the only capital costs to be permitted to be included in Operating Costs shall be limited to capital improvements or repairs incurred to comply with Applicable Laws first enacted after the Effective Date. If the Building is less than one hundred percent (100%) occupied or Landlord is not supplying services to at least 100% of the total rentable area of the Building, Operating Costs shall not be "grossed-up" as if the Building had been 100% occupied and Landlord had been supplying services to 100% of the total rentable area of the Building during such calendar year given that the payment of Operating Costs is on a net basis (versus a so-called "gross basis"). All costs in this definition of "Operating Costs" shall be non-cumulative and non-compounding. For the avoidance of doubt, "Operating Costs" shall not include any of the costs set forth on Schedule 3.2 hereto.

(c) "Tenant's Proportionate Share of Operating Costs" shall mean an amount equal to the product of Tenant's Proportionate Share and the Operating Costs.

(d) "Real Estate Taxes" shall mean any form of real estate tax or assessment or service payments in lieu thereof, together with any license fee, commercial rental tax, improvement bond or other similar charge or tax (other than inheritance, personal income or estate taxes) imposed upon the Project or Common Areas, or against Landlord's business of leasing the Project, by any authority having the power to so charge or tax, together with costs and expenses of contesting the validity or amount of the Real Estate Taxes but only if such contest is successful.

3.3. **Payment of Operating Costs**. In addition to the Base Rent specified in this Lease, commencing as of the Commencement Date, Tenant shall pay to Landlord, in each calendar year or partial calendar year during the Term, an amount equal to the Annual Operating Cost Adjustment for such calendar year. Landlord shall estimate the Annual Operating Cost Adjustment annually and provide written notice thereof to Tenant. Tenant shall pay to Landlord each month, at the same time the Base Rent is due, an amount equal to one-twelfth (1/12) of the estimated Annual Operating Cost Adjustment. If Operating Costs increase during a calendar year, Landlord may increase the estimated Annual Operating Cost Adjustment during such year by giving Tenant written notice to that effect, and thereafter Tenant shall pay to Landlord, in each of the remaining months of such year, an amount equal to the amount of such increase in the estimated Annual Operating Cost Adjustment divided by the number of months remaining in such year. Within a reasonable time after the end of each calendar year, Landlord shall prepare and deliver to Tenant a statement showing the actual Annual Operating Cost Adjustment (the "**Operating Cost Adjustment Statement**"). Subject to Tenant's right to audit the accuracy of the Operating Costs, within thirty (30) days after receipt of the Operating Cost Adjustment Statement, Tenant shall pay to Landlord, or Landlord shall credit against the next Rent payment or payments due from Tenant, as the case may be, the difference between the actual Annual Operating Cost Adjustment for the preceding calendar year and the estimated amount paid by Tenant during such year. Notwithstanding the foregoing, upon expiration or earlier termination of this Lease, if Landlord has not delivered the Operating Cost Adjustment Statement within twelve (12) months after Tenant has vacated the Premises, Tenant shall not be obligated to pay to Landlord any amounts contained within.

3.4. **Net Lease**. Except as otherwise set forth herein, this Lease is a triple net lease to Landlord. It is the intent of the parties hereto that the annual Base Rent payable under this Lease shall be a net return to Landlord and that Tenant shall pay all costs and expenses relating to the Premises incurred by Tenant except as otherwise expressly set forth in this Lease. Without limiting the generality of the preceding sentence, Tenant shall at its

sole cost and expense (which expense shall be deemed Additional Rent hereunder) be responsible for payment of all electricity, telecommunication service, gas, water, sewer, telephone, refuse disposal, and other charges for utilities and services actually supplied to the Premises, Tenant's insurance costs, and all costs of cleaning and maintaining the Premises in accordance with the terms of this Lease, in each case to the extent such charges are customarily paid by a Tenant for warehouse/industrial use in Virginia. Any amount or obligation herein relating to the Premises that is not expressly declared to be that of Landlord shall be deemed to be an obligation of Tenant to be performed by Tenant at Tenant's expense and Tenant shall indemnify Landlord against, and hold Landlord harmless from, the same, and Tenant's liability for the payment of any of the same which shall become payable during the Term is hereby expressly provided to survive the Term. Annual Base Rent shall, except as otherwise expressly provided for herein, be paid without notice or demand, and without set off, counterclaim, recoupment, abatement, suspension, deduction, or defense (other than payment) whatsoever, so that this Lease shall yield net to Landlord the annual Base Rent under all circumstances and conditions whether now or hereinafter existing and whether or not within the contemplation of the parties. Except as otherwise expressly set forth in this Lease, Tenant shall in no event have any right to terminate this Lease. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the annual Base Rent, the Additional Rent, and all other sums payable by Tenant hereunder shall continue to be payable in all events, and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease. As used herein, the term "Title Documents" means any and all easements, covenants, conditions, and restrictions, industrial park association agreements, and other agreements, encumbrances, and restrictions of record affecting all or part of the Premises, as the same may now exist, or as the same may hereafter be created or amended without materially expanding the obligations of Tenant without Tenant's approval (which approval shall not be unreasonably withheld, conditioned or delayed), but excluding any mortgage or other security interest granted by Landlord. For the avoidance of doubt, and notwithstanding anything to the contrary contained herein, Tenant shall not be responsible for (and Operating Costs shall exclude) any replacements related to the roof or any structural elements of the Building (unless caused by Tenant's willful misconduct or gross negligence) and any costs (including insurance premiums) incurred by Landlord or any of its affiliates in connection with their use of all or any part of the Project.

3.5 **Late Charges**. In addition to constituting a default under this Lease if the same continues beyond the expiration of any appliable notice or cure period, if Tenant shall fail to make any payment of Rent within three (3) business days of when due, Tenant shall pay to Landlord, within two (2) business days after demand, a late charge equal to three percent (3%) of the amount overdue to reimburse Landlord for its additional administrative costs in processing such payment (provided, however, that Tenant shall be allowed one (1) late payment of Rent during the Term of the Lease, which late payment shall not be subject to a late charge hereunder so long as such Rent is paid within three (3) business days after receipt of written notice of said delinquency). Unless Landlord notifies Tenant otherwise, all Rent payments shall be made payable and sent to Landlord at Landlord's Notice Address. If so directed in writing by Landlord or at the request of Tenant upon at least ten (10) business days' prior notice, Tenant shall make all payments by wire transfer, Automated Clearing House ("**ACH**") or a similar electronic funds transfer system designated by Landlord. If any Rent payment is not received by Landlord within fifteen (15) days of the applicable due date therefor, then in addition to the late charge above, such payment shall bear interest from the date that Rent became due and payable to the date of

payment by Tenant at the interest rate of nine percent (9%) per annum, provided that in no case shall such rate be higher than the highest rate permitted by Applicable Laws.

ARTICLE 4 – Intentionally Deleted.

ARTICLE 5 – USE

5.1. **Use**. Tenant shall use the Premises for the Permitted Use and for no other purpose without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion.

5.2. **Covenants of Tenant Regarding Use**.

(a) Tenant shall (i) use and maintain the Premises in a safe, careful, reputable and lawful manner without impairing the character, reputation or appearance of the Premises, (ii) comply with all covenants and other recorded documentation that now or hereafter encumber the Project and all laws, rules, regulations, orders, ordinances, directions and requirements of any governmental authority or agency, now in force or which may hereafter be in force, including, without limitation, those which shall impose upon Landlord or Tenant any duty with respect to or triggered by a change in the use or occupation of, or any improvement or alteration to, the Premises (collectively, "**Applicable Laws**"), (iii) comply with and obey all reasonable directions, rules and regulations of Landlord, including, without limitation, the Rules and Regulations attached hereto as **Exhibit C** and made a part hereof, as may be reasonably modified from time to time by Landlord on reasonable notice to Tenant, and (iv) not allow injury to, or in any way impair the value or proper utilization of, any portion of the Project or any equipment, facilities or systems therein. Tenant shall promptly provide Landlord with copies of any notices it receives regarding any alleged violation of Applicable Laws pertaining to the Project. Tenant shall obtain, at its sole cost and expense, any governmental permits and approvals required for Tenant's intended use of the Premises; provided that the obtaining of any such permits and approvals is not a condition to any of Tenant's obligations under this Lease.

(b) Tenant shall not knowingly do or permit anything to be done in or about the Premises that will in any way cause a nuisance or constitute physical waste, obstruct or interfere with the rights of other tenants or occupants of the Project. Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the Project of any of Landlord's directions, rules and regulations. Tenant shall not overload the floors of the Premises in excess of what is permitted under Applicable Laws or for which such floors have been designed. All damage to the floor structure or foundation of the Project due to Tenant's improper positioning or storage of items or materials shall be repaired by Landlord at the sole expense of Tenant, who shall reimburse Landlord immediately therefor upon demand.

5.3. **Landlord's Rights Regarding Use**. Without limiting any of Landlord's rights specified elsewhere in this Lease, (a) Landlord shall have the right at any time, upon prior notice to Tenant, to control, change or otherwise alter the Common Areas in such manner as it deems necessary or proper, (b) Landlord reserves the right to change the street address and/or name of any part of the Project, (c) Landlord, its agents, employees and contractors and any mortgagee of the Project shall have the right to enter any part of the Premises at

reasonable times during business hours upon reasonable notice (except in the event of an emergency where no prior notice shall be required) for the purposes of examining or inspecting the same (including, without limitation, testing to confirm Tenant's compliance with this Lease), showing the same to prospective purchasers, mortgagees or tenants, and making such repairs, alterations or improvements to the Premises or the Project as Landlord may deem necessary or desirable (and provided, in each case, that Tenant may elect to have a representative of Tenant present during any such entry onto the Project), (d) Landlord may install and maintain signs at the Project, and (e) Landlord shall have pass keys, access cards, or both, to the Premises, without cost or expense to Landlord. Landlord shall incur no liability to Tenant for such entry (other than due to Landlord's willful misconduct or gross negligence), nor shall such entry constitute an eviction of Tenant or a termination of this Lease, or entitle Tenant to any abatement of Rent. Except in emergencies, Landlord's exercise of its rights under this Section 5.3 that would unreasonably prevent the use of a substantial portion of the Premises during operating hours will be performed on weekends or after operating hours and, in any event, Landlord shall use commercially reasonable efforts to minimize interference with Tenant's operations at the Premises.

ARTICLE 6 – UTILITIES/SERVICES

(a) With respect to services and utilities serving the Premises which are jointly metered with other portions of the Project and provided that the Project continues to be used for warehouse purposes or similar capacity uses, Landlord shall make a reasonable and equitable determination of Tenant's proportionate share of the cost of such utilities and services (at rates that would have been payable if such utilities and services had been directly billed by the utilities or services providers) and Tenant shall pay such share to Landlord within fifteen (15) days after receipt of Landlord's written statement; it being agreed, however that if all or any portion of the Vacated Premises are used for purposes other than warehouse purposes or similar capacity uses, the parties will arrange for either submetering or direct metering of the Premises, at Landlord's cost (and not includable in Operating Costs). With respect to any utilities and services that are currently separately metered or which Landlord separates after the Commencement Date, Tenant shall obtain in its own name and pay directly to the appropriate supplier the cost of all utilities and services serving the Premises or, in the event of any submetering, Tenant shall pay the cost thereof to Landlord based on the readings shown on the submeter(s) serving the Premises and the actual rates charged to Landlord for the portion of the Project in which Premises are located.

21.7 (b) If, by reason of (i) strike, (ii) labor troubles, (iii) governmental pre-emption in connection with a national emergency, (iv) any rule, order or regulation of any governmental agency, (v) casualty, (vi) conditions affected by, or actions taken by Landlord or others reasonably intended to assure the health, security or safety of the Building or any person in response to, war, any act of terrorism or violence (even if not directed at the Building or any occupant thereof), or other national, state or municipal emergency (whether or not officially proclaimed by any governmental authority) or (vii) any other cause beyond Landlord's control (other than lack of funds) (each, a "Force Majeure Event"), Landlord does not fulfill any obligation under this Lease or is unable to supply any service which Landlord is obligated to supply, this Lease and Tenant's obligation to pay Rent hereunder shall in no way be affected, impaired or excused. As Landlord shall learn of the happening

of any of the foregoing conditions, Landlord shall promptly notify Tenant of such event and, if ascertainable, its estimated duration, and shall proceed promptly and diligently with the fulfillment of its obligations as soon as reasonably possible. None of the Landlord Related Parties shall be liable to Tenant in damages or otherwise for the quality, quantity, failure, unavailability, discontinuance or disruption of any utility service and the same shall not: (i) constitute a termination of this Lease, nor give rise to any right of termination; (ii) constitute an actual or constructive eviction of Tenant; or (iii) entitle Tenant to an abatement of Rent or other charges (except as specifically set forth herein).

(c) This Lease and the obligations of Tenant hereunder shall in no way be affected because Landlord is unable to fulfill any of its obligations or to supply any service (e.g., to the extent Landlord is obligated to furnish the same, heat, electricity, water) by reason of any of the causes set forth in paragraph (b) above. To the extent any such service to the Premises is interrupted, Landlord shall use commercially reasonable efforts to restore service as soon as reasonably practicable and to minimize disruption of Tenant's business operations. Landlord shall have the right, without incurring any liability to Tenant, to stop any service because of accident or emergency, or for repairs, alterations or improvements, necessary or desirable in the judgment of Landlord to the Building or the Premises, until such repairs, alterations or improvements shall have been completed; provided that Landlord shall, to the extent commercially reasonable, schedule any such repairs, alterations or improvements in manner that minimizes disruption of Tenant's access to the Premises and Tenant's business operations.

(d) Notwithstanding anything to the contrary contained in this Lease, if: (i) Landlord either
(A) ceases to furnish any service to the Premises that is essential to the operation of Tenant's business or
(B) fails to perform a repair that is an obligation of Landlord under this Lease and is essential to the operation of Tenant's business (each, an "**Interruption**"), in either case for a period in excess of five (5) consecutive business days after written notice from Tenant referencing this Lease and prominently indicating in bold and capital letters, "**FAILURE TO CURE THE DEFAULT IDENTIFIED IN THIS NOTICE WITHIN FIVE (5) BUSINESS DAYS MAY ENTITLE TENANT TO A RENT ABATEMENT UNDER THE LEASE REFERENCED HEREIN"**; (ii) such default does not arise as a result of the negligence or intentional misconduct of Tenant or its employees, agents or contractors but is solely due to Landlord's negligence of intentional misconduct or breach of Landlord's obligations under this Lease; (iii) such Interruption is not caused by a fire or other casualty (in which case Article 9 shall control); (iv) the curing of such Interruption is reasonably within the control of Landlord; and (v) as a result of such Interruption, the Premises or a material portion thereof, is rendered untenantable (meaning that Tenant is unable to use the Premises or such material portion in the normal course of its business) and Tenant in fact ceases to use the Premises, or a material portion thereof, then Tenant, as its sole remedy, shall be entitled to receive an abatement of any Base Rent and other Rent payable hereunder during the period beginning retroactively on the sixth (6th) consecutive business day of such Interruption and ending on the earlier of the day when the Interruption in question has been cured such that Tenant is reasonably able to reopen for business in the Premises (or such material portion thereof) or when Tenant reopens for business in the Premises (or such material portion thereof). In the event the entire Premises has not been rendered untenantable by such default on the part of Landlord, the amount of abatement that Tenant is entitled to receive shall be prorated

based upon the percentage of the Premises so rendered untenantable that Tenant does not use.

ARTICLE 7 – REPAIRS, MAINTENANCE AND ALTERATIONS

7.1. **Repair and Maintenance of Project**. Landlord shall make all necessary repairs, replacements and maintenance to the roof, exterior walls, foundation and structural frame of the Project, the parking and landscaped areas and other Common Areas and, to the extent not Tenant's responsibility under this Lease, other portions of the Project, in each case, to keep the same in good condition and in compliance with Applicable Laws. The cost of all such repairs and maintenance (but not replacements) under this Section 7.1 shall be included in Operating Costs; provided however, to the extent any such repairs, replacements or maintenance are required because of the negligence, specific use, Alteration, misuse or default of Tenant, its employees, agents, contractors, customers or invitees, Landlord shall perform any such repairs or maintenance at Tenant's sole expense. If (a) Landlord fails to commence to make any repairs or replacements required to be performed by Landlord under this Lease within thirty (30) days after Tenant delivers to Landlord notice of the need for such repair or replacement (the "**Repair Notice**") (or, in the case of an emergency, such shorter period of time as is reasonable given the circumstances, provided notice of such emergency has been given to Landlord) and thereafter diligently pursue the completion thereof (or, in the case of an emergency, such shorter period of time as is reasonable given the circumstances), subject to extension for Force Majeure Event affecting the commencement of the repairs, then Tenant may deliver to Landlord notice (the "**Self Help Notice**"), which Self Help Notice shall identify the repair or replacement obligations identified in the Repair Notice which remain unperformed and state in BOLD AND CAPITALIZED 14 POINT FONT lettering that Landlord's failure to perform the maintenance and repair obligations noted in the Repair Notice within five (5) business days after receipt of the Self Help Notice shall give Tenant the right to perform such obligation. In such event, if within five (5) business days after delivery of the Self-Help Notice (or, in the case of an emergency, such shorter period of time as is reasonable given the circumstances, provided notice of such emergency has been given to Landlord), Landlord does not commence such maintenance and repair or diligently pursue completion thereof (except that such five (5) business day period (or shorter period) shall be extended for such additional time as reasonably necessary to commence and diligently pursue such maintenance and repair to completion), and so long as there is no uncured Event of Default, then Tenant may take such action as is reasonably necessary to perform such maintenance and repair, and deliver to Landlord an invoice for the reasonable and necessary costs and expenses incurred by Tenant therefor, which costs and expenses Landlord shall reimburse to Tenant, and when so reimbursed by Landlord, may be included within Operating Costs, to the extent permitted by this Lease. If Tenant performs work pursuant to this Section 7.1, Tenant shall (i) proceed in accordance with all Applicable Laws and the provisions of this Lease; (ii) only use such contractors, suppliers, etc. as are duly qualified and licensed to effect such repairs; (iii) effect such repairs in a good and workmanlike, first-class and prompt manner; and (iv) use first quality materials.

7.2.Repair and Maintenance of Premises. Tenant shall, at its own cost and expense, maintain the Premises in good condition, regularly servicing and promptly making all repairs (but not any replacements) thereto, including, without limitation, the electrical, heating and air conditioning ("**HVAC**"), plumbing, mechanical and other systems, plate glass, floors, windows and doors, in each case exclusively servicing the Premises. Tenant shall maintain at all times during the Term (a) a preventative maintenance and service contract with a

reputable service provider for maintenance of any HVAC system exclusively serving the Premises (the "**HVAC Contract**"), and, (b) if reasonably requested by Landlord, one or more contracts (the "**Other Contracts**" and, together with the HVAC Contract, the "**Contracts**") providing for the performance of cleaning and pest control at the Premises and the maintenance and regular repair (but not replacement) of all non-HVAC systems exclusively serving the Premises, including, without limitation, the plumbing, sprinkler, lighting, fire detection and electrical systems. The terms of all Contracts shall be in accordance with normal, customary and reasonable practices in the Richmond, Virginia metropolitan area and substantially in accordance with any manufacturer's recommendations and with providers and on terms as are approved by Landlord (such approval not to be unreasonably withheld, conditioned or delayed). Within thirty (30) days following the Commencement Date (with respect to any HVAC Contract) or thirty (30) days following Landlord's request (with respect to any Other Contract), Tenant shall procure and deliver to Landlord the HVAC Contract or the Other Contract, as applicable. Thereafter, Tenant shall provide to Landlord a copy of renewals or replacements of such Contracts no later than thirty (30) days prior to the then-applicable expiry date of the existing Contract. For the avoidance of doubt, if any portion of the Premises are not supplied with HVAC services as of and prior to the Effective Date, Tenant shall have no obligation to supply such portion of the Premises with HVAC services. If Tenant fails to timely deliver to Landlord any Contract, and such failure continues for five (5) business days after notice, then Landlord may contract directly with the applicable provider and charge the cost thereof back to Tenant as Additional Rent.

7.3. **Alterations**.

(a) Tenant may not make any improvements or other alterations to the Premises (collectively, "**Alterations**") without first procuring the written consent of Landlord to such Alterations, which consent shall be requested by Tenant not less than thirty (30) days prior to the commencement thereof, and which consent shall not be unreasonably withheld or delayed by Landlord. Landlord may condition its consent for Alterations requiring Landlord's consent hereunder upon, among other things, its receipt and review of complete plans and specifications for such Alterations. At the time Landlord consents to any Alteration, Landlord shall advise Tenant if such Alterations will be required to removed upon the expiration or earlier termination of the Lease. All Alterations that Tenant has made without the consent of Landlord, shall, at the election of Landlord, either be removed by Tenant at Tenant's sole expense before the expiration or earlier termination of the Term or remain upon the Premises and be surrendered therewith without disturbance or injury at the Expiration Date or earlier termination of this Lease as the property of Landlord. If Landlord requires the removal of all or part of any Alterations, Tenant, at its expense, shall repair any damage caused by such removal. If Tenant fails to remove any Alterations required to be removed in accordance with this Section 7.3 upon Landlord's request, then Landlord may (but shall not be obligated to), at Tenant's cost and without compensation to Tenant, remove them. Landlord's approval of an Alteration shall not be deemed to be a representation by Landlord that the Alteration complies with Law or will not adversely affect any Building system. If any Alteration requires any change to the base Building, any Building system, or any Common Areas, then such changes shall be made at Tenant's sole cost and expense and performed, at Landlord's election, either by Tenant's contractor or a contractor engaged by Landlord. Notwithstanding the foregoing, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (a "**Cosmetic Alteration**"): (a) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (b) is not visible from the exterior of the Premises or Building; (c) will not affect the base Building; (d) does not

require work to be performed inside the walls or above the ceiling of the Premises; (e) costs less than Fifty Thousand and 00/100 Dollars ($50,000.00) in the aggregate within any rolling twelve (12) month period; (f) does not affect any Building systems (including but not limited to electrical, plumbing and fire/life safety systems serving the Building); and (g) does not require a permit from the building department or any other municipal department or agency of Henrico County, Virginia. Cosmetic Alterations shall be subject to all the other provisions of this Section 7.3 and Section 7.4 below, to the extent applicable thereto. In addition, Tenant shall reimburse Landlord for any third-party expenses incurred by Landlord in connection with the review, inspection, and coordination of Tenant's plans for Alternations that are not Cosmetic Alterations and Tenant's performance thereof (the "**Construction Management Fee**").

(b) Tenant shall construct such Alterations and perform all repairs and maintenance required of Tenant under this Lease (all contractors to be approved in writing in advance by Landlord (such approval not to be unreasonably withheld, conditioned or delayed) or, at Landlord's option, designated by Landlord, provided any such contractors charge commercially reasonable rates and are available when reasonably requested by Tenant). Landlord's consent to any contractor or any aspect of any Alterations, proposed repair, maintenance, replacement or other work shall create no responsibility or liability on the part of Landlord. All work with respect to any Alterations shall be done in a good and workmanlike manner and diligently prosecuted to completion. In performing the work of any such Alterations, Tenant shall have the work performed in such manner as not to obstruct access to the Project, the Building or the Common Areas for any other tenant of the Project, and as not to obstruct the business of Landlord or other tenants in the Project, or interfere with the labor force working in the Project. Not less than fifteen (15) nor more than twenty (20) days prior to commencement of any Alterations, Tenant shall notify Landlord in writing of the work commencement date so that Landlord may post notices of nonresponsibility about the Premises. Tenant shall not permit the use of any labor (including, without limitation, any contractors), material or equipment in the performance of any Alterations or of Tenant's repairs or maintenance if such use would, in Landlord's reasonable judgment, violate the terms of any agreement between Landlord and any union providing work, labor or services at the Project or disturb labor harmony with the workforce or trades engaged in performing other work, labor or services at the Project. If any violation or disturbance occurs, Tenant, upon demand by Landlord, shall immediately cause all labor, materials and equipment causing such violation or disturbance to be removed from the Project. Tenant agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all claims in any way arising or resulting from or in connection with any such violation and/or disturbance.

(c) Upon completion of any Alterations (other than Cosmetic Alterations), Tenant shall promptly (i) deliver to Landlord evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials, (ii) deliver updated as-built plans to Landlord with respect to the Premises, to the extent the applicable Alterations included physical changes to the Premises (i.e., Alterations that are not purely cosmetic in nature), and (iii) pay the Construction Management Fee to Landlord. If Tenant makes any Alterations, Tenant agrees to carry "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of such Alterations, and such other insurance as Landlord may require, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to this Lease immediately upon completion thereof. In addition, Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of such Alterations and naming

Landlord a co-obligee for any Alteration requiring Landlord's consent and the hard cost of which is estimated in excess of $100,000.00.

7.4 Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Project, the Building or the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises under this Article 7 or otherwise, and, in case of any such lien attaching or notice of any lien, Tenant covenants and agrees to cause it to be immediately released and removed of record or, if such removal and release has not been satisfied within five (5) business days of notice therefrom from Landlord, Landlord, at its sole option, may immediately take all action necessary to release and remove such lien, and Tenant shall, upon demand, immediately reimburse Landlord for all costs and expenses relating thereto incurred by Landlord.

22. ARTICLE 8 – INDEMNITY AND INSURANCE

8.1. **Release**. All of Tenant's trade fixtures, merchandise, inventory, furniture, equipment, machinery, supplies, signs and all other personal property in or about the Premises, including any and all inventory and stock in trade of Tenant or its affiliates, including all flooring, accessories, merchandise and trim, and other merchandise intended for sale or resale, together with any additions thereto and subject to depletion, resupply, substitution, replacement and/or disposition in the ordinary course of business, and which is deemed to include the trade fixtures, merchandise, inventory and personal property of others located in or about the Premises or the Project at the invitation, direction or acquiescence (express or implied) of Tenant (all of which property shall be referred to herein, collectively, as "**Tenant's Property**"), shall be and remain at Tenant's sole risk. To the extent permitted by law, none of the Landlord Related Parties shall be liable for, and Tenant waives, all claims for loss or damage to Tenant's business and for loss or damage, whether to a person or to property, that is sustained by Tenant or any person claiming by, through or under Tenant resulting from any accident or occurrence in, on or about the Premises or any other part of the Project, including, without limitation, claims for loss, theft or damage resulting from: (i) any equipment or appurtenances of Tenant becoming out of repair; (ii) injury occurring due to floodwater, wind or weather; (iii) subject to Section 6(a), any defect in or failure to properly operate, for whatever reason, any utility, improvement, system or structure in the Project; (iv) any act, omission or negligence of other tenants, licensees or any other persons or occupants of the Project or of adjoining or contiguous buildings, or of owners of adjacent or contiguous property or the public, or by operations in the construction of any private, public or quasi-public work; or (v) any other cause of any nature, except, in each case, to the extent proximately caused by the Landlord Related Parties' gross negligence or willful misconduct or Landlord's breach of its obligations under this Lease. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises, and to use such other portions of the Project to which Tenant is herein given the right to use, at Tenant's own risk.

8.2. **Indemnification**. To the extent permitted by law, Tenant shall indemnify, defend and hold the Landlord Related Parties harmless against and from all losses, liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable architects', engineers' and attorneys' fees, which may be imposed upon, incurred by, or asserted against any of the Landlord Related Parties that arise, directly or indirectly, out of or in connection with the use or occupancy or maintenance of the Premises by, through or under Tenant, and (without limiting the

generality of the foregoing) any of the following: (i) any work or thing done in, on or about the Premises or any part thereof by Tenant or any of the Tenant Related Parties; (ii) any use, non-use, possession, occupation, condition, operation, maintenance or management of the Premises or any part thereof by Tenant or any of the Tenant Related Parties; (iii) any gross negligence or willful misconduct of Tenant or any of the Tenant Related Parties (but as to Tenant's invitees, only to the extent such gross negligence or willful misconduct occurs within the Premises); (iv) any injury or damage to any person or property occurring in, on or about the Premises or any part thereof; (v) any failure on the part of Tenant or any of the Tenant Related Parties to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease with which Tenant or any of the Tenant Related Parties must comply or perform; or (vi) any Transfer (as defined in Article 11) or proposed Transfer, except, in each case, to the extent proximately caused by the Landlord Related Parties' gross negligence or willful misconduct. In case any action or proceeding is brought against any of the Landlord Related Parties by reason of any of the foregoing, Tenant shall, at Tenant's sole cost and expense, resist or defend such action or proceeding by counsel approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. This Section 8.2 shall survive the expiration or earlier termination of this Lease.

22.1 8.3. Tenant's Insurance. At all times commencing on the Commencement Date, Tenant or its contractors, as applicable, shall carry and maintain, at its sole cost and expense (as applicable), such insurance as identified on Schedule 8.3 attached hereto and pursuant to the terms contained on Schedule 8.3 attached hereto.

ARTICLE 9 – CASUALTY

In the event of total or partial destruction of the Building or the Premises by fire or other casualty (a "**Casualty**"), Landlord agrees promptly to restore and repair the same; provided that Landlord's obligation with respect to the Premises shall not include any improvements made by Tenant in connection with this Lease. Rent shall proportionately abate during any time that the Premises are unusable (and not used) because of any such damage. Notwithstanding the foregoing, if the Premises are (a) so destroyed that they cannot be repaired or rebuilt within two hundred ten (210) days from the date Landlord receives a reasonable estimate for such repair or rebuilding (which estimate Landlord shall use commercially reasonable efforts to get within thirty (30) days of such Casualty), (b) destroyed by a Casualty that is not covered by the insurance required hereunder or, if covered, such insurance proceeds are not released by any mortgagee entitled thereto or are insufficient to rebuild the Building and the Premises, or (c) if a Casualty occurs during the second year of the Term or during any Extension Term, then, in case of a clause (a) Casualty, either Landlord or Tenant may, or, in the case of a clause (b) Casualty, Landlord may, or, in the case of a clause (c) Casualty, Tenant may, upon thirty (30) days' written notice to the other party, terminate this Lease with respect to matters thereafter accruing. Tenant's right to terminate this Lease under this Article 9 shall be exercised by giving Landlord written notice of such exercise within thirty (30) days after Tenant receives notice of the estimated time for such repair or rebuilding, *time being of the essence*, and the effective date of the termination shall be the date that is thirty (30) days after the date Landlord receives the applicable notice. Tenant's failure to timely submit a termination notice as set forth herein shall be deemed a waiver of Tenant's termination right under this Article 9. Notwithstanding anything herein to the contrary, in no event may Landlord terminate this Lease under this

Article 9 unless and until Landlord simultaneously terminates the leases of all similarly situated tenants at the Building. Tenant waives any right under Applicable Laws inconsistent with the terms of this paragraph. Landlord agrees, at its cost, to maintain customary property and other insurance in connection with its obligations under this Lease (including this Article 9); it being agreed that such cost may be includable in Operating Costs hereunder.

ARTICLE 10 – EMINENT DOMAIN

If all or any substantial part of the Building or Project shall be acquired by the exercise of eminent domain, Landlord may terminate this Lease by giving written notice to Tenant on or before the date possession thereof is so taken. If all or any part of the Premises shall be acquired by the exercise of eminent domain so that the Premises shall become impractical for Tenant to use for the Permitted Use, Tenant may terminate this Lease by giving written notice to Landlord as of the date possession thereof is so taken. All damages awarded shall belong to Landlord; provided, however, that Tenant may claim dislocation damages if such amount is not subtracted from Landlord's award.

ARTICLE 11 – ASSIGNMENT AND SUBLEASE

(a) Tenant shall not assign this Lease, sublet the Premises in whole or in part or otherwise
transfer any interest in this Lease or to the Premises (collectively, a "**Transfer**") without Landlord's prior written consent, which shall be at Landlord's sole discretion (except as hereinafter provided); provided, that, any assignment of this Lease under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101, et seq. (the "**Bankruptcy Code**"), including the assignment of this Lease in connection with a sale under section 363 of the Bankruptcy Code, shall not be considered a Transfer and Tenant shall have the right to make such an assignment under the Bankruptcy Code with notice to Landlord but without obtaining the written consent of Landlord. If Tenant desires the consent of Landlord to a Transfer, Tenant shall submit to Landlord, at least thirty (30) days but no more than one hundred eighty (180) days prior to the proposed effective date of such Transfer, a written notice (the "**Transfer Notice**") which includes (i) the proposed effective date of such Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice, (ii) a description of the portion of the Premises to be transferred (the "**Subject Space**"), (iii) description of all of the material terms of the proposed Transfer and the consideration therefor, (iv) the name and address of the proposed transferee, and a copy of all existing and/or proposed documentation pertaining to the proposed Transfer, including all existing operative documents to be executed to evidence such Transfer or the agreements incidental or related to such Transfer, (v) in the case of an assignment of this Lease, current financial statements of the proposed transferee, certified by an officer, partner or owner thereof, together with any other information reasonably required by Landlord to enable Landlord to determine the financial responsibility, character, and reputation of the proposed transferee, the nature of such proposed transferee's business and the proposed transferee's proposed use of the Subject Space, and (vi) such other information as Landlord may reasonably require. In the event of any Transfer, Tenant shall remain primarily liable hereunder. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to any Transfer. Any Transfer consented to by Landlord shall not relieve Tenant (or its transferee) from obtaining Landlord's consent to any subsequent Transfer to the extent required hereunder. For purposes of the foregoing prohibitions, if Tenant is an entity, a transfer at any one time or from time to time of more than twenty five percent (25%) of an interest in Tenant (whether stock, membership interest, partnership interest, assets or other form of ownership or control) by any person(s) or

entity(ties) having an interest in ownership or control of Tenant at the date of this Lease (herein, an "**Interest Transfer**") shall be deemed to be a Transfer of this Lease; it being agreed, however, that notwithstanding anything to the contrary contained herein, in the event that any Interest Transfer does not vest in the transferee the power to direct or materially affect the direction of the management and policies of Tenant, Landlord's consent to such Interest Transfer shall not be unreasonably withheld, conditioned or delayed.

(b) With respect to any Transfer, in lieu of consenting (or denying consent) to such proposed Transfer, Landlord shall have the right, but not the obligation, exercisable within thirty (30) days after Landlord's receipt of the Transfer Notice, to terminate this Lease and recapture the Premises (or applicable portion thereof) upon thirty (30) days' notice to Tenant unless, within five(5) business days after Landlord's notice to Tenant exercising its option to cancel and terminate this Lease, Tenant notifies Landlord in writing that Tenant is withdrawing its request for Landlord's consent to such Transfer, in which event such exercise by Landlord of such option to cancel shall be void and of no further force and effect. If Landlord exercises such right to terminate under this Section 11(c), Landlord shall be entitled to recover possession of, and Tenant shall surrender such portion of, the Premises (with appropriate demising partitions erected at the expense of Tenant) on the later of (i) the effective date of the proposed Transfer, or (ii) sixty (60) days after the date of Landlord's notice of termination. Following any termination of the Lease by Landlord pursuant to this Section 11(c), Landlord shall have the right to enter into a lease with the proposed transferee without incurring any liability to Tenant on account thereof.

(c) Whether or not Landlord consents to a Transfer under this Article 11 requiring Landlord's consent hereunder, Tenant shall promptly pay Landlord's reasonable processing costs and reasonable, out of pocket attorneys' fees incurred in connection with any request for such consent.

(d) Following any Transfer by Tenant, the Premises shall continue to be used only for the Permitted Use and for no other purpose, and in no event shall any Transfer release or relieve Tenant from any of its obligations under this Lease. If Landlord consents to a Transfer, the transferee shall assume Tenant's obligations under this Lease and such transferee, at least ten (10) days prior to the effective date of such permitted Transfer, shall deliver to Landlord the proposed sublease, assignment and assumption agreement or other instrument evidencing the Transfer, which shall be subject to Landlord's approval, not to be unreasonably withheld, delayed or conditioned. Except for an assignment effectuated under the Bankruptcy Code, following any Transfer in the nature of an assignment, Tenant shall pay to Landlord, as Rent, fifty percent (50%) of all monies and other consideration of every kind whatsoever paid or payable to Tenant for such Transfer after deducting therefrom all reasonable transaction costs actually incurred by Tenant in connection with such Transfer amortized over a straight line basis over the duration of such Transfer (collectively, all of the foregoing shall be referred to as the "**Transfer Consideration**"). For purposes of this paragraph (e) only, the term "**Tenant's Property**" shall be deemed to include goodwill and any other intangible personal property associated with Tenant's business, but in no event shall it be deemed to include Tenant's interest under this Lease. If Landlord consents to a Transfer, (i) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified (except as agreed upon by both Landlord and Tenant in writing), (ii) such consent shall not be deemed consent to any further Transfer requiring Landlord's consent hereunder by either Tenant or the transferee, and (iii) Tenant shall deliver to Landlord, promptly after execution, an original executed copy of all documentation pertaining to the Transfer. Except for an assignment effectuated under the

Bankruptcy Code, no Transfer relating to this Lease or agreement entered into with respect thereto shall relieve Tenant from liability under this Lease.

(e) To the extent that Tenant enters into a Transfer without Landlord's consent in violation of this Article 11, such Transfer shall not be binding upon Landlord and shall confer no rights upon the purported transferee. Each such unpermitted Transfer shall, without notice or grace period of any kind, constitute an Event of Default by Tenant under this Lease. The acceptance by Landlord of the payment of Rent following any Transfer prohibited by this Article 11 shall not be deemed to be either a consent by Landlord to any such Transfer or a waiver by Landlord of any remedy of Landlord under this Lease. No reference in this Lease to assignees, subtenants or licensees shall be deemed to be a consent by Landlord to the occupancy of the Premises by any such assignee, subtenant or licensee.

(f) During the continuance of any Event of Default, Landlord may collect rent from a subtenant and apply the net amount collected to the Rent hereunder, but no such assignment or collection shall be deemed a waiver of the provisions of this Article 11, or the acceptance of such subtenant, as a tenant, or a release of Tenant from direct and primary liability for the further performance of Tenant's covenants hereunder. Any requested consent to a Transfer requiring Landlord's consent hereunder shall not be deemed given unless and until Landlord, Tenant, and the applicable transferee shall have executed and delivered a consent agreement in form and substance reasonably satisfactory to Landlord.

(g) Tenant shall pay any transfer taxes (and other similar charges and fees) that any governmental authority imposes in connection with any Transfer (including, without limitation, any such transfer taxes, charges or fees that a governmental authority imposes in connection with Landlord's exercising Landlord's rights to consummate a recapture termination).

(h) Following Landlord's consent to a proposed Transfer, (i) Tenant, subsequent transferees, and all guarantors (if any) shall remain liable under this Lease, and Tenant shall obtain the prior written consent of any guarantor to such Transfer in a form reasonably acceptable to Landlord, and (ii) each of the transferees shall agree in a writing acceptable to Landlord to assume and be bound by all of the terms and conditions of this Lease accruing from and after the effective date of the Transfer. Neither the consent by Landlord to any Transfer, nor the collection or acceptance by Landlord of Rent from any assignee, subtenant or occupant, shall be construed as a waiver or release of Tenant or any guarantor from the terms and conditions of this Lease or relieve Tenant or any subtenant, assignee or other party from obtaining the consent in writing of Landlord to any further Transfer to the extent required hereunder. Tenant hereby assigns to Landlord the Rent and other sums due from any subtenant, assignee or other occupant of the Premises and hereby authorizes and directs each such subtenant, assignee or other occupant to pay such Rent or other sums directly to Landlord; provided, however, that, until the occurrence of an Event of Default, Tenant shall have the license to continue collecting such Rent and other sums.

ARTICLE 12 – TRANSFERS BY LANDLORD

12.1. **Sale/Transfer of the Project**. Landlord shall have the right to sell or otherwise transfer the Project at any time during the Term, subject only to the rights of Tenant hereunder; and such sale or other transfer shall operate to release Landlord from liability hereunder from and after the date of such conveyance.

12.2. **Estoppel Certificate**. Within ten (10) days following receipt of a written request from Landlord, Tenant shall execute and deliver to Landlord, without cost to Landlord, an estoppel certificate in such form as Landlord may reasonably request certifying (a) that this Lease is in full force and effect and unmodified or stating the nature of any modification, (b) the date to which rent has been paid, (c) that there are not, to Tenant's knowledge, any uncured defaults or specifying such defaults if any are claimed, and (d) any other matters or state of facts reasonably required respecting this Lease. Such estoppel may be relied upon by Landlord and by any purchaser or mortgagee of the Project.

12.3. **Subordination**. This Lease is subject and subordinate to all ground or underlying leases and to any mortgage(s)/deed(s) of trust that may now or hereafter affect those leases or the land and to all renewals, modifications, consolidations, replacements and extensions thereof. This subordination shall be self-operative; provided that Tenant shall execute promptly any instrument that Landlord or any mortgagee/deed of trust beneficiary (each, a "**Mortgagee**") may request confirming subordination. Before any foreclosure sale under a mortgage/deed of trust, the mortgagee/deed of trust beneficiary shall have the right to subordinate the mortgage/deed of trust to this Lease, and, in the event of a foreclosure, this Lease may continue in full force and effect and Tenant shall attorn to and recognize as its landlord the purchaser of Landlord's interest under this Lease. Tenant shall, upon the request of a mortgagee/deed of trust beneficiary or purchaser at foreclosure, execute, acknowledge and deliver any instrument that has for its purpose and effect the subordination of the lien of any mortgage/deed of trust to this Lease or Tenant's attornment to the purchaser.

ARTICLE 13 – DEFAULT AND REMEDY

13.1. **Event of Default**. The occurrence of any of the following shall be an "Event of Default":

(a) Tenant fails to pay, when due, any portion of Rent due hereunder, provided that it shall not be an Event of Default if Tenant makes full payment within five (5) business days after receipt of written notice of any delinquency; provided that Landlord shall not be required to provide more than one (1) such notices during the Term.

(b) Tenant fails to perform or observe any other term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after written notice thereof from Landlord; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required to cure, then such default shall be deemed to have been cured if Tenant commences such performance as soon as reasonably possible within such thirty (30) day period and thereafter diligently completes the required action within a reasonable time.

(c) Tenant shall abandon the Premises for a period of thirty (30) consecutive days.

(d) Tenant shall engage in a Transfer in contravention of the provisions of Article 11 of this Lease. For the avoidance of doubt, any assignment of this Lease under the Bankruptcy Code, including in connection with a sale under section 363 of the Bankruptcy Code, shall not be considered an Event of Default.

(e) (i) All or substantially all of Tenant's assets in the Premises or Tenant's interest in this Lease are attached or levied under execution (and Tenant does not discharge the same within sixty (60) days thereafter); (ii) a petition in bankruptcy, insolvency or for reorganization or arrangement is filed by or against Tenant or any guarantor (and Tenant and any guarantor fails to secure a stay or discharge thereof within sixty (60) days thereafter); (iii) Tenant or any guarantor is insolvent and unable to pay its debts as they become due; (iv) Tenant or any guarantor makes a general assignment for the benefit of creditors; (v) Tenant or any guarantor takes the benefit of any insolvency action or law; (vi) the appointment of a receiver or trustee in bankruptcy for Tenant or any guarantor or its assets if such receivership has not been vacated or set aside within thirty (30) days thereafter; (vii) any guarantor repudiates or breaches its guaranty in any way; or (viii) dissolution or other termination of Tenant's or any guarantor's corporate charter if Tenant or any guarantor is a corporation; provided, that, the Tenant's bankruptcy proceedings commenced on August 11, 2024, in the Bankruptcy Court under Case No. 24-11680 and any actions taken in connection therewith shall not constitute a default or "Event of Default" under this Lease.

(f) Tenant fails to comply with the provisions of Section 7.4.

In addition to the defaults described above, the parties agree that if Tenant receives written notice of a violation of the performance of any (but not necessarily the same) term or condition of this Lease three (3) or more times during any twelve (12) month period, regardless of whether such violations are ultimately cured, then such conduct shall, at Landlord's option, represent a separate Event of Default.

13.2. **Remedies**. Upon the occurrence of an Event of Default, Landlord, at its option, without further notice or demand to Tenant, shall have in addition to all other rights and remedies provided in this Lease, at law or in equity, the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord (Tenant hereby waives, relinquishes and releases for itself and for all those claiming under Tenant any right of occupancy of the Premises following termination of this Lease, and any right to redeem or reinstate this Lease by order or judgment of any court or by any legal process or writ under Applicable Laws), and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor. To the extent that Landlord terminates this Lease pursuant to this Section 13.2(a), Landlord may recover from Tenant the following: (i) the worth at the time of award of any unpaid Rent which has been earned at the time of such termination; plus (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, specifically including but not limited to, reasonable, out of pocket attorneys' fees, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant,

whether for the same or a different use, and any special concessions made to obtain a new tenant; plus (v) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by Applicable Laws. As used in Sections 13.2(a)(i) and (ii), the "worth at the time of award" shall be computed by allowing interest at the rate set forth in Section 3.4 above, but in no case greater than the maximum amount of such interest permitted by Applicable Laws.

(b) Landlord may allow the Premises to remain unoccupied and collect Rent from Tenant as it becomes due and Tenant waives any right or defense Tenant may have under Applicable Laws with respect to Landlord's failure to mitigate its losses by attempting to relet the Premises, provided the foregoing shall not relieve Landlord of any obligation to mitigate damages as required under Applicable Laws.

(c) Landlord may pursue such other remedies as are available at law or in equity, including, without limitation, an action for specific performance requiring Tenant to perform Tenant's obligations under this Lease, and may recover from Tenant any other amounts that may be necessary to compensate Landlord for any other damages directly caused by Tenant's failure to perform its obligations under this Lease or that would be likely to result therefrom, including, but not limited to, reasonable out of pocket attorneys' fees, any real estate commissions actually paid by Landlord, together with any other amounts or awards as may be otherwise permitted from time to time under Applicable Laws, provided that in no event shall Tenant be liable to Landlord for consequential, special, or punitive damages of any kind. In addition, Landlord may (but shall not be obligated to) make such payment or do such act to cure the Event of Default, and charge the expense, together with interest at the interest rate set forth in Section 3.4, to Tenant. Payment for the cure shall be due and payable by Tenant upon demand; provided, however, that the making of any payment or the taking of such action by Landlord shall not be deemed to cure the Event of Default or to stop Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled.

13.3. **Nonwaiver of Defaults**. Neither party's failure or delay in exercising any of its rights or remedies or other provisions of this Lease shall constitute a waiver thereof or affect its right thereafter to exercise or enforce such right or remedy or other provision. No waiver of any default shall be deemed to be a waiver of any other default. Landlord's receipt of less than the full Rent due shall not be construed to be other than a payment on account of Rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction. No act or omission by Landlord or its employees or agents during the Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

13.4. **Attorneys' Fees**. If either party brings an action to enforce or interpret this Lease, the non-prevailing party shall reimburse the prevailing party for reasonable attorneys' fees and costs of suit in connection therewith.

ARTICLE 14 – TENANT'S TERMINATION/REDUCTION OPTION

14.1 **Termination/Reduction Option**.

(a) Provided Tenant is not in default under this Lease and has not assigned its interest under this Lease or sublet any portion of the Premises, Tenant shall have the one-time right to either (i) terminate this Lease in its entirety (the "**Termination Option**") or (ii)

terminate this Lease with respect to 284,208 rentable square feet (the "**Reduction Option**") by providing at least sixty (60) days' advance written notice to Landlord of such election (the "**Termination/Reduction Notice**"), which notice shall specify the effective date of the termination or the reduction, as applicable. If Tenant elects to exercise the Reduction Option, the Termination/Reduction Notice shall also specify the location and outline of the 284,208 rentable square feet portion of the Premises which Tenant desires to terminate (the "**Actual Reduction Space**"); it being understood that the Actual Reduction Space must be marketable, as reasonably determined by Landlord, and must satisfy configuration and code specifications as determined in Landlord's reasonable judgment.

(b) In the event that Tenant timely and properly exercises the Termination Option, then on the effective date of the termination as specified in the Termination/Reduction Notice, the Lease shall be deemed terminated, such date shall be the Expiration Date hereunder, and Tenant shall surrender the Premises to Landlord in "broom-clean" condition and otherwise in accordance with the terms of the Lease.

(c) In the event that Tenant timely and properly exercises the Reduction Option, then Landlord shall prepare an amendment (the "**Reduction Amendment**") terminating the Lease with respect to the Actual Reduction Space as of the date of Tenant's surrender of the Actual Reduction Space to Landlord in accordance with this Lease, but no earlier than the effective date of the reduction as specified in the Termination/Reduction Notice (the "**Reduction Effective Date**") and revising the Base Rent and other Rent (and related Tenant's Proportionate Share) payable with respect to the remaining Premises. A copy of the Reduction Amendment shall be (i) sent to Tenant within a reasonable time after receipt of the Termination/Reduction Notice, and (ii) executed by Tenant and returned to Landlord within 10 Business Days thereafter. On the Reduction Effective Date, this Lease shall be deemed terminated with respect to the Actual Reduction Space, and Tenant shall surrender the Actual Reduction Space to Landlord in "broom-clean" condition and otherwise in accordance with the terms of this Lease. Landlord shall be responsible for all design and construction costs incurred by Landlord in connection with separating the Actual Reduction Space and the remaining portion of the Premises via a fence, demising, or fire wall (as selected by Landlord in its sole discretion) and which remaining portion shall be in a location mutually agreed upon so as to provide Tenant with the size of the Premises as described herein after the Reduction Effective Date), and the cost of utilities and services serving the remaining portion of the Premises shall be prorated as set forth in Section 6(a).

ARTICLE 15 – HAZARDOUS SUBSTANCES

15.1 **Indemnity**. Tenant shall protect, defend, indemnify and hold Landlord, its agents,
employees and contractors harmless from and against any and all claims (including, without limitation, any cost incurred by Landlord to investigate, remediate, monitor, treat, repair, clean-up, dispose of, or remove any Hazardous Substance (as defined in Section 15.2 below)) to the extent arising out of or otherwise relating to the existence, use, generation, migration, storage, transportation, release, threatened release, or disposal of Hazardous Substances in, on, or under the Premises, the Building or the Project or in the groundwater under the Project and the migration or transportation of Hazardous Substances to or from the Premises, the Building or the Project or the groundwater underlying the Project, in each case to the extent that any of the foregoing is caused by any of Tenant Related Parties. The provisions of this Article 15 shall survive the expiration or earlier termination of this Lease.

15.2 **Restriction on Hazardous Substances**. Tenant shall not permit any Tenant Related Parties to use, generate, manufacture, store, transport, release, threaten release, or dispose of Hazardous Substances (other than *de minimis* amounts of customary office and cleaning supplies in compliance with Applicable Laws that relate to Hazardous Substances (for such purposes, "**Environmental Laws**") and other Hazardous Substances used for Tenant's business and present on the Premises as of the Effective Date), in, on, or about the Premises, the Building or the Project unless Tenant shall have received Landlord's prior written consent therefor in accordance with the terms herein, which Landlord may revoke at any time, and, in any event, Tenant shall not cause or permit the release or disposal of Hazardous Substances from the Premises, the Building or the Project except in compliance with Environmental Laws. Tenant shall promptly deliver written notice to Landlord if Tenant obtains knowledge sufficient to infer that Hazardous Substances are located on the Premises, the Building or the Project that are not in compliance with Environmental Laws or if any third party, including, without limitation, any governmental agency, claims a disposal of Hazardous Substances occurred on the Premises, the Building or the Project or is being or has been released from the Premises, the Building or the Project. Tenant shall execute affidavits, representations and the like within five (5) days after Landlord's request therefor concerning Tenant's best knowledge and belief regarding the presence of any Hazardous Substances on, under or about the Premises or the Project. As used herein, "Hazardous Substances" shall mean any waste, material or substance (whether in the form of liquids, solids or gases, and whether or not airborne) that is or may be deemed to be or include a pesticide, petroleum, asbestos, polychlorinated biphenyl, radioactive material, urea formaldehyde or any other pollutant or contaminant that is or may be deemed to be hazardous, toxic, ignitable, reactive, corrosive, dangerous, harmful or injurious, or that presents a risk to public health or to the environment, and that is or becomes regulated by any Applicable Laws as a hazardous or toxic substance or a pollutant or contaminant.

15.3 **Investigation of Contamination**. Upon reasonable written request of Landlord, Tenant, through its appropriately qualified and licensed professional engineers (who shall be subject to Landlord's prior written approval, not to be unreasonably withheld, conditioned or delayed), and at Tenant's cost, shall thoroughly investigate suspected Hazardous Substances contamination of the Premises, the Building or the Project that could reasonably be expected to come within the scope of Tenant's indemnification and hold harmless obligations as set forth above. Tenant, using duly licensed and insured contractors approved by Landlord, shall promptly commence and diligently complete the removal, repair, clean-up, and detoxification of any Hazardous Substances from the Premises, the Building and the Project (as may be required by any Environmental Law in any event) that comes within the scope of Tenant's indemnification and hold harmless obligations as set forth above. Tenant shall promptly provide Landlord with complete copies of all communications, permits and agreements with, from or issued by any governmental authority or agency (federal, state or local) and any private entity relating in any way to Hazardous Substances at the Project.

15.4 **Landlord Consent**. If Tenant contemplates utilizing Hazardous Substances (or subleasing or assigning this Lease to a subtenant or assignee who utilizes Hazardous Substances), other than *de minimis* amounts of customary office and cleaning supplies in compliance with Environmental Laws, Tenant shall obtain the prior written consent of Landlord (which may be withheld in Landlord's sole and absolute discretion). Any such Hazardous Substance so consented to by Landlord shall (a) not create any liability on the part of Landlord or excuse Tenant from its obligations under this Article 15; (b) be used and maintained only in such quantities as are reasonably necessary for the Permitted Use, by

properly certified and licensed professionals, and in strict accordance with Environmental Laws and manufacturer instructions therefor; (c) not be disposed of, released or discharged on the Project; (d) shall be transported to and from the Premises in compliance with all Environmental Laws and as Landlord shall reasonably require; (e) be completely, properly and lawfully removed from the Premises, the Building and the Project upon the expiration or earlier termination of this Lease; and (f) not constitute a nuisance, danger or health risk to or disrupt the business of any other occupant of the Building or the Project. Landlord and its agents and employees shall have the right to enter the Premises and/or conduct appropriate tests, at Tenant's expense, for the purpose of ascertaining Tenant's compliance with all Environmental Laws. If any Environmental Law or Landlord requires that any such Hazardous Substances be disposed of separately from ordinary trash, Tenant shall make arrangements, at Tenant's expense, for such disposal directly with a qualified and licensed disposal company at a lawful disposal site and shall ensure that such disposal occurs frequently enough to prevent unnecessary storage of such substances at the Project. Landlord, at its option, and at Tenant's expense, may cause an engineer selected by Landlord, to review (i) Tenant's operations including, without limitation, materials used, generated, stored, disposed, and manufactured in Tenant's business, and (ii) Tenant's compliance with terms of this Section 15.4. Tenant shall provide the engineer with such information reasonably requested by the engineer to complete such review. The first such review may occur prior to or shortly following the commencement of the Term. Thereafter, such review shall not occur more frequently than once each year unless reasonable cause exists for some other review schedule.

ARTICLE 16 – MISCELLANEOUS

16.1. **Force Majeure**. Landlord and Tenant (except with respect to any payment obligation) shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by a Force Majeure Event.

16.2. **Brokers**. The parties hereby represent and warrant that the only real estate brokers involved in the negotiation and execution of this Lease are the Brokers and that no other party is entitled, as a result of the actions of the respective party, to a commission or other fee resulting from the execution of this Lease. Each party shall protect, defend, indemnify and hold the other harmless from and against any and all claims for the breach of this representation and warranty on its part (including, without limitation, the obligation to pay any compensation to any other broker or person who may be entitled thereto).

16.3. **Notices**. All notices or other communications between the parties shall be in writing and shall be deemed duly given, if delivered in person, or upon the earlier of (a) receipt, if mailed by certified or registered mail or nationally recognized overnight mail carrier such as FedEx, or (b) (i) three (3) days after certified or registered mailing, return receipt requested, postage prepaid, or (ii) one (1) business day after mailed by nationally recognized overnight mail carrier such as FedEx, in any such case addressed and sent to the parties at their addresses set forth in Section 1.1(j). Landlord and Tenant may from time to time by written notice to the other designate another address for receipt of future notices.

16.4. **Partial Invalidity; Complete Agreement**. If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect. This Lease represents the entire agreement between Landlord and Tenant covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties.

No change or addition shall be made to this Lease except by a written agreement executed by Landlord and Tenant.

16.5. **Intentionally Deleted**.

16.6. **Governing Law; Waiver of Jury Trial**. This Lease is governed by the law of the Commonwealth of Virginia. LANDLORD AND TENANT, TO THE FULLEST EXTENT THAT THEY MAY LAWFULLY DO SO, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY ANY PARTY TO THIS LEASE WITH RESPECT TO THIS LEASE, THE PREMISES, OR ANY OTHER MATTER RELATED TO THIS LEASE OR THE PREMISES.

16.7. **Representations and Warranties**. Tenant represents and warrants to Landlord that (a) each individual executing this Lease on behalf of Tenant is authorized to do so on behalf of Tenant, (b) Tenant is not, and the entities or individuals constituting Tenant or which may own or control Tenant or which may be owned or controlled by Tenant are not, among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 (or any related or successor type of Applicable Law) for the purpose of identifying suspected terrorists, and (c) if Tenant is an entity, Tenant is (and shall continue to be for as long as this Lease is in effect) duly organized, validly existing and in good standing under the laws of the state of its organization, and is (and shall continue to be for as long as this Lease is in effect) qualified to do business in the Commonwealth of Virginia. Landlord represents and warrants to Tenant that (a) each individual executing this Lease on behalf of Landlord is authorized to do so on behalf of Landlord, (b) Landlord is not, and the entities or individuals constituting Landlord or which may own or control Landlord or which may be owned or controlled by Landlord are not, among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 (or any related or successor type of Applicable Law) for the purpose of identifying suspected terrorists, and (c) if Landlord is an entity, Landlord is (and shall continue to be for as long as this Lease is in effect) duly organized, validly existing and in good standing under the laws of the state of its organization, and is (and shall continue to be for as long as this Lease is in effect) qualified to do business in the Commonwealth of Virginia.

16.8. **Parking**. Effective as of the Commencement Date, with respect to the passenger parking spaces depicted on **Exhibit B** attached here to (the "**Employee/Visitor Parking**"), Tenant shall be entitled to the non-exclusive use of the Employee/Visitor Parking, as designated pursuant to this Lease Agreement based on Tenant's Proportionate Share. Tenant agrees not to overburden the parking facilities beyond what is permitted by Applicable Law and agrees to reasonably cooperate with Landlord and other tenants in the use of the parking facilities. Landlord reserves the right in its reasonable discretion to determine whether parking facilities are becoming crowded and, in such event, to allocate parking spaces between Tenant and other tenants (subject to the requirements of this Section 16.8). There shall be no assigned parking unless Landlord and Tenant mutually agree; provided, however that the user of each space in the Building shall be entitled to exclusive use of the dock doors serving their premises and the parking spaces in front of such dock doors and Landlord shall have exclusive use of the "Outdoor Storage Space" as depicted on **Exhibit B** attached hereto and incorporated herein. Subject to the terms hereof, all driveways, ingress and egress, and all parking spaces are for the joint use of all tenants. In addition, Tenant agrees that its employees will not park in the spaces designated for visitor parking, or on driveways, streets, roadways, loading areas or other locations not specifically designated for parking except as provided above. Notwithstanding the foregoing, Tenant shall be entitled to the exclusive use of the parking spaces and area

located on the Yard, substantially as depicted on **Exhibit B** attached hereto ("**Yard Parking**"), and Landlord acknowledges and agrees that Tenant may allow for the repair of tractors or trailers in the parking lot in areas other than the Outdoor Storage Space on an *ad hoc* basis. Landlord shall not be entitled to alter, reduce, or change access to the Yard Parking and, subject to Force Majeure Events, will ensure that Tenant and its authorized users will have a reasonable path of travel to and from the Yard Parking and Tenant's other permitted parking hereunder.

16.9. **Confidentiality**. Landlord and Tenant agree that the terms of this Lease and any future amendments or other agreements in connection with this Lease are confidential and constitute proprietary information of Landlord and Tenant. Disclosure of the terms of this Lease could adversely affect the ability of Landlord to negotiate other leases and impair Landlord's relationship with other tenants, and could adversely impact Tenant. Accordingly, Landlord and Tenant each agree that it, and its partners, agents, representatives, officers, directors, employees and attorneys, shall not disclose, either directly or indirectly, any of the terms or conditions of this Lease or any future amendments or other agreements in connection with this Lease, to any person or entity, except to personnel employed by such party (as applicable), as reasonably necessary for Tenant's or Landlord's (as applicable) performance of its obligations under this Lease or for tax reporting purposes, its actual or prospective lenders, and prospective subtenants or assignees under this Lease. The preceding provisions of this Section 16.9 shall not apply to, or bar or limit any legal action between Tenant and Landlord to enforce this Lease.

6.10. **Other Matters**. Time is of the essence of each term and provision of this Lease. The exhibits attached to this Lease are hereby incorporated herein. This Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns. The expiration of the Term, whether by lapse of time, termination or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or termination of this Lease. Neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under, or on behalf of Tenant. This Lease does not grant any rights to light or air over or about the Building, or to any view. Landlord and Tenant have had the opportunity to review and revise this Lease. As such, this Lease shall be construed and interpreted as the joint work product of Landlord and Tenant and/or their attorneys. The rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in any interpretation of this Lease. This Lease and all of its terms shall be construed equally as to Landlord and Tenant. Tenant hereby grants to Landlord a lien and security interest on all property of Tenant now or hereafter placed in or upon the Premises, and such property shall be and remain subject to such lien and security interest of Landlord for payment of all Rent. The headings to sections of this Lease are for convenient reference only and shall not be used in interpreting this Lease.

16.11. **Landlord's Limitation of Liability**. It is expressly understood and agreed that notwithstanding anything in this Lease to the contrary, and notwithstanding any Applicable Laws to the contrary, the liability of Landlord hereunder (including any successor landlord) and any recourse by Tenant against Landlord shall be limited solely and exclusively to the interest of Landlord in and to the Building, and neither Landlord, nor any of its constituent partners, shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. Under no circumstances shall Landlord be

liable for consequential damages, including, without limitation, injury to Tenant's business or for any loss of income or profit therefrom.

16.12. **Counterparts**. This Lease may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement. Delivery of an electronically executed signature page hereof by electronic transmission (including, without limitation, via emailed .pdf or DocuSign) shall specifically be deemed as effective as delivery of a manually executed signature page hereof.

16.13 Independent Covenants. This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that, if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord; provided, however, that the foregoing shall in no way impair the right of Tenant to commence a separate action against Landlord for any violation by Landlord of the provisions hereof so long as notice is first given to Landlord and any holder of a mortgage or deed of trust covering the Building, the Project or any portion thereof, of whose address Tenant has theretofore been notified, and an opportunity is granted to Landlord and such holder to correct such violations as provided above. Except as otherwise provided in this Lease, Tenant, upon paying the Rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder within all applicable notice and cure periods, shall have quiet possession of the Premises for the entire Term.

16.14 Security. Landlord will comply with the Existing Security/Access Procedures (or such other procedures as Landlord and Tenant may agree upon, each acting reasonably) throughout the term with respect to Tenant's ingress and egress to the Project and deliveries to and from the Premises; it being agreed that Landlord and Tenant will transition operation and implementation of the Existing Security/Access Procedures from Tenant to Landlord (including appropriate training of employees of Landlord or Landlord's security contractors of the processes for the Existing Security/Access Procedures) as of the Commencement Date, provided however, if such transition has not occurred by the Commencement Date, Landlord and Tenant shall reasonably cooperate to effectuate such transition as soon as reasonably practicable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Lease to be executed by their authorized agents as of the date first set forth above.

"LANDLORD":

_____

By:
Name: _____

Its: _____

"TENANT":

_____

By:
Name: _____

Its: _____

EXHIBIT A

PREMISES

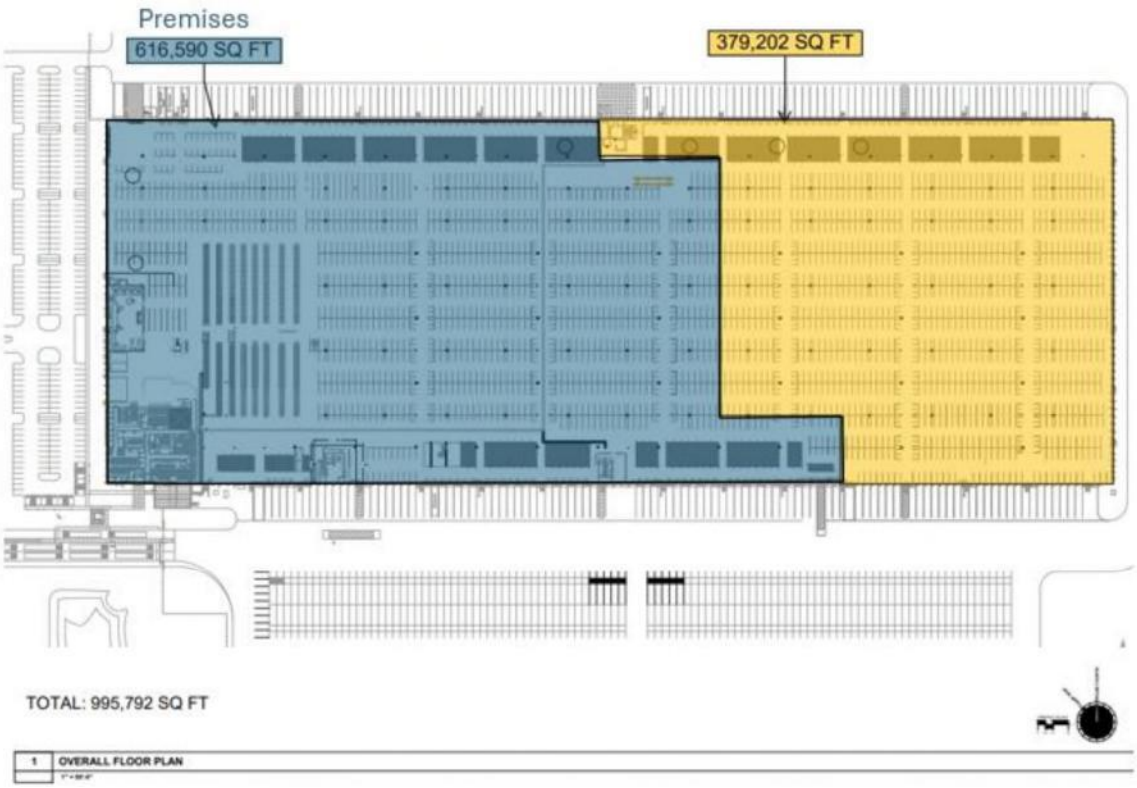
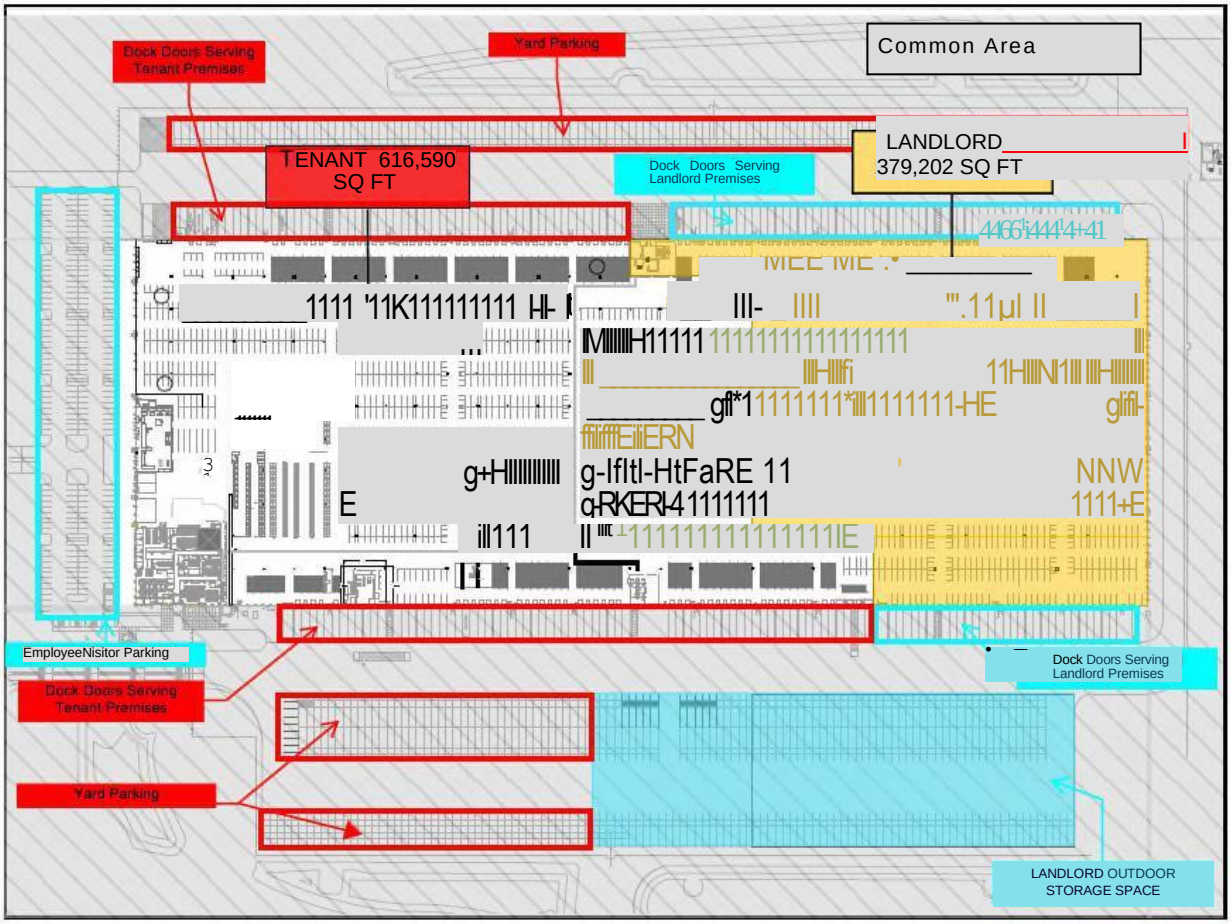


EXHIBIT B

The Yard, Parking Areas and Related Areas



TOTAL: 995,792 SQ FT

1	OVERALL FLOOR PLAN

EXHIBIT C

RULES AND REGULATIONS

1. The sidewalks, entrances, driveways and roadways serving and adjacent to the Premises shall not be obstructed or used for any purpose other than ingress and egress. Landlord shall control the Common Areas.

2. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises (other than Landlord standard window coverings) without Landlord's prior written approval. All electric ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent, of a quality, type, design and tube color approved by Landlord. Neither the interior nor the exterior of any windows shall be coated or otherwise sunscreened without written consent of Landlord.

3. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by any tenant on, about or from any part of the Premises, the Building or in the Common Areas including the parking area without the prior written consent of Landlord (which consent shall not be unreasonably withheld, conditioned or delayed; it being agreed that any signage of Tenant located at the Project as of the Effective Date is hereby deemed approved and consent to). In the event of the violation of the foregoing by any tenant, Landlord may remove or stop same without any liability, and may charge the expense incurred in such removal or stopping to tenant.

4. The sinks and toilets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose subtenants, assignees or any of their servants, employees, agents, visitors or licensees shall have caused the same.

5. No boring, cutting or stringing of wires or laying of any floor coverings shall be permitted, except with the prior written consent of Landlord and as Landlord may direct. Landlord may direct electricians as to where and how telephone or data cabling are to be introduced. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

6. No vehicles, birds or animals of any kind (except seeing eye dogs and in connection with pets included in scheduled video/photo sessions in the AV studio located on the premises of Tenant) shall be brought into or kept in or about the Premises, and no cooking shall be done or permitted by any tenant on the Premises, except microwave cooking, the preparation of coffee, tea, hot chocolate and similar items for tenants and their employees, and for employee engagement events (i.e., cookouts). No tenant shall cause or permit any unusual or objectionable odors to be produced in or permeate from the Premises.

7. The Premises shall not be used for manufacturing, unless such use conforms to the zoning applicable to the area, and Landlord provides written consent. No tenant shall occupy or permit any portion of the Premises to be occupied as an office for the manufacture or sale of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber or manicure shop, or a dance, exercise or music studio, or any type of school or daycare or copy, photographic or print

shop or an employment bureau without the express written consent of Landlord. The Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose.

8. No tenant shall make or permit to be made any unseemly, excessive or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way; it being agreed that Tenant's use of the premises substantially in accordance with its use of as of the date hereof will not violate the provisions of this paragraph 8. No tenant shall throw anything out of doors, windows or down the passageways.

9. No tenant, subtenant or assignee nor any of its servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the Premises any flammable, combustible or explosive fluid, chemical or substance or firearm, unless any of the foregoing are currently present at the Project or otherwise permitted by the terms of the Lease.

10. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made to existing locks or the mechanism thereof. Each tenant must upon the termination of his tenancy, restore to Landlord all keys of doors, offices, and toilet rooms, either furnished to, or otherwise procured by, such tenant and in the event of the loss of keys so furnished, such tenant shall pay to Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes.

11. No tenant shall overload the floors of the Premises. All damage to the floor, structure or foundation of the Building due to improper positioning or storage items or materials shall be repaired by Landlord at the sole cost and expense of tenant, who shall reimburse Landlord immediately therefor upon demand.

12. Each tenant shall be responsible for all persons entering the Building at tenant's invitation, express or implied. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of an invasion, mob riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right without any abatement of rent to require all persons to vacate the Building and to prevent access to the Building during the continuance of the same for the safety of the tenants and the protection of the Building and the property in the Building.

13. Canvassing, soliciting and peddling in the Project are prohibited, and each tenant shall report and otherwise cooperate to prevent the same.

14. All equipment of any electrical or mechanical nature shall be placed by tenant in the Premises in settings that will, to the maximum extent possible, absorb or prevent any vibration, noise and annoyance.

15. There shall not be used in any space in the Building outside of the premises of a tenant, either by any tenant or others, any hand trucks except those equipped with rubber tires and rubber side guards.

16. The scheduling of tenant move-ins shall be subject to the reasonable discretion of Landlord and scheduled in such a manner so as to minimize any interference with operations at the Project.

17. The Building is a smoke-free Building. Smoking is strictly prohibited within the Building. Smoking shall only be allowed in areas designated as a smoking area by Landlord. Tenant and its employees, representatives, contractors or invitees shall not smoke within the Building or throw cigar or cigarette butts or other substances or litter of any kind in or about the Project, except in receptacles for that purpose. Landlord may, at its sole discretion, impose a charge against monthly rent of $50.00 per violation by tenant or any of its employees, representatives, contractors or invitees, of this smoking policy.

18. Tenants will ensure that all doors of the Premises are securely locked before leaving the Building.

19. Tenant, its employees, customers, invitees and guests shall, when using the parking facilities in and around the Project, observe and obey all signs regarding fire lanes and no-parking and driving speed zones and designated handicapped and visitor spaces, and when parking always park between the designated lines. Landlord reserves the right to tow away, at the expense of the owner, any vehicle which is improperly parked or parked in a no-parking zone or in a designated handicapped area, and any vehicle which is left in any parking lot in violation of the foregoing regulation. All vehicles shall be parked at the sole risk of the owner, and Landlord assumes no responsibility for any damage to or loss of vehicles.

20. Tenant shall be responsible for and cause the proper disposal of medical waste, including hypodermic needles, created by its employees.

Landlord desires to maintain the highest standard of dignity and good taste consistent with comfort and convenience for tenants. Any action or condition not meeting this high standard should be reported by Tenant directly to Landlord.

Schedule 3.2
Operating Cost Exclusions

For the avoidance of doubt, and notwithstanding anything to the contrary contained in this Lease, Operating Costs shall not include any of the following:

(A) Costs related to the separation of utilities pursuant to clause (ii) of the definition of Operating Costs if Landlord does not complete the Landlord's Work set forth in Section 2.2(b);

(B) (1) any and all taxes on Landlord's income; (2) franchise taxes or corporate or unincorporated business taxes; (3) estate, gift, succession, or inheritance taxes; (4) any capital gains taxes; (5) transfer taxes, or any similar taxes imposed on Landlord, unless those taxes are levied, assessed, or imposed in lieu of or in substitution for the whole or any part of the taxes, assessments, levies, or impositions that now constitute the defined term "Real Estate Taxes"; (6) any increases in Real Estate Taxes due to a sale of the Project or any direct or indirect transfer of any ownership or beneficial interests in Landlord; (7) any sum otherwise included in Real Estate Taxes (including water and sewerage taxes) that are paid any person other Landlord; and (8) any delinquency charges, fines or penalties imposed on the Landlord if it fails to pay the Real Estate Taxes when due or to file any tax or information returns when due;

(C) Any property management or similar fees;

(D) The costs of Landlord's Work, including any permits or approvals relating thereto;

(E) The costs of complying with any Applicable Laws generally applicable to the Project and not specific to Tenant's use enacted prior to the Commencement Date;

(F) Any fines, costs, late charges, liquidated damages, penalties, tax penalties, or related interest charges imposed on Landlord or Landlord's managing agent or property manager;

(G) Fees relating to: (1) disputes between Landlord and members, partners, or affiliates of Landlord or any other Landlord Related Party; (2) disputes with purchasers, prospective purchasers, mortgagees, or prospective mortgagees; or (3) negotiations of leases, mortgages, or other security instruments, contracts of sales, or transfers of all or any portion of the Project or any interest therein by any person of any tier owning an interest therein;

(H) Costs relating to bad debts and reserves of any kind.

(I) Expenses for repair, replacements, and general maintenance of portions of the Project which are paid by proceeds of insurance (or would have been payable had Landlord maintained the insurance required hereunder) or by Tenant or other third parties;

(J) Interest, amortization, or other payments on loans made to Landlord, whether secured or unsecured; secured loan amortization and interest; costs relating to acquiring or negotiating equity contributions; costs and charges incurred in obtaining any public or

private financing, refinancing, or loan modifications, including any other fees and expenses (including attorneys' fees and disbursements);

(K) Depreciation of the Project or the Common Areas or any equipment thereat;

(L) Leasing and brokerage commissions;

(M) Any costs, fees, dues, contributions, or similar expenses for political, charitable, industry association, or similar organizations, as well as the cost of any newspaper, magazine, trade, or other subscriptions;

(N) All advertising and promotional costs including any form of entertainment expenses, dining expenses, any costs relating to tenant or vendor relation programs including flowers, gifts, luncheons, parties, and other social events, but excluding any cost associated with life safety information services and other like property management events;

(O) Any costs relating to the marketing, solicitation, negotiation, and execution of leases of space at the Project, including without limitation, promotional and advertising expenses, commissions, finders' fees, referral fees, legal fees, and expenses relating to the negotiation and preparation of any lease, sublease, or other occupancy document, tenant improvement costs (including the cost of Landlord's Work) for tenant or other occupant space, the amount of any allowances or credits paid or granted to tenants or other occupants of any such design or construction, and all other costs of alterations of space in the Project occupied by other tenants or occupants (including, without limitation, in the Vacated Premises);

(P) Capital improvements made to the Project and capital repairs or restoration due to a Casualty, except as may otherwise expressly permitted to be included in the definition of "Operating Costs";

(Q) General corporate overhead for Landlord and Landlord's managing agent or any other Landlord Related Party;

(R) Costs incurred in connection with the acquisition or sale of air rights, transferable development rights, easements, or other real property interests;

(S) Costs incurred by Landlord resulting from Landlord's, Landlord Related Parties', or another tenant's breach of its Lease at the Project, Landlord's or Landlord Related Parties' negligence or willful misconduct, or Landlord's indemnification of any tenant of the Project (including Tenant);

(T) Any costs or expenses payable under any superior instruments, any ground or underlying lease or debt financing in respect of Landlord or the Project;The cost of any changes to the Common Areas except for the repair and maintenance thereof required to be performed by Landlord hereunder and actually performed;

(U) The cost of any repair made by Landlord to remedy damage caused by, or resulting from, the negligence or willful act or omission of Landlord, its agents, contractors or employees;

(V) The cost of overtime or other expense to Landlord in curing its defaults;

(W)Costs relating to withdrawal liability or unfunded pension liability under the Multi-Employer Pension Act or similar law;

(X) Costs or expenses expressly excluded from Operating Costs in other provisions of this Lease

) Any increased costs due a material change in the Existing Security/Access Procedures unless mutually agreed upon by Landlord and Tenant, each acting reasonably; and

(AA) Duplicative costs for the same item.

Schedule 8.3

Insurance

SECTION 1.1 TENANT'S INSURANCE. Tenant shall continuously maintain at its cost and furnish Landlord certificates evidencing the existence of the following insurance policies with limits not less than specified below or required by law, whichever is greater:

A. **Commercial General Liability Insurance** (most recent form – CG 0001) including but limited to contractual liability, premises and operations, independent contractors protective, products/completed operations, personal/advertising injury, cross liability, severability of interests, incidental medical, host liquor, blanket additional insureds - $1,000,000 per occurrence and a $2,000,000 general aggregate - per location.

B. **"All risk" (special causes of loss) insurance** for Tenant's work, alterations, improvements and betterments and all other Leasehold Improvements (whether paid for by Landlord or Tenant), and Tenant's Property, including: clean up, remediation and repair of all such property identified in the foregoing and within the interior space of the Premises including Loss Payee status for Landlord; time element (loss of income/extra expense for twelve months); 100% replacement cost of the owned property on site; agreed amount provision waiving the coinsurance requirement; flood / sewer back-up coverage with a limit equal to the replacement cost of the personal property on site; Earthquake equal to the replacement cost of the personal property on site; and terrorism coverage. If at any time this Lease is cancelled or terminated by either party as herein permitted following any casualty loss which Tenant has self-insured in whole or in part (an "uninsured loss") and Landlord would have been entitled to receive and retain the insurance proceeds payable because of such casualty if the uninsured loss had been covered by insurance, then Tenant shall promptly pay to Landlord an amount equal to the insurance proceeds that would have been payable with respect to the uninsured loss if Tenant had carried insurance in the form and amount required by the terms of this Lease rather than self-insuring such loss.

C. **Business interruption insurance** equal to projected gross revenue less non-continuing expenses for a period of twelve (12) months.

D. **Worker's compensation insurance** at statutory limits in the state in which the Project is located.

E. **Employers' liability insurance** with limits of liability not less than One Million Dollars ($1,000,000) or such other higher limits imposed in accordance with the requirements, if any, of the laws of the state where the Project is located.

F. **Business automobile liability insurance** owned, hired and non-owned auto coverage $1,000,000 combined single limit.

G. **Umbrella/excess liability coverage** with limits of not less than Five Million Dollars ($5,000,000) per occurrence, excess of Employer's Liability, Commercial General Liability and Auto Liability – applicable on a follow form/excess basis at a minimum.

H. **Equipment breakdown coverage** if Tenant is required to maintain the HVAC system exclusively serving the Premises. Tenant shall also maintain insurance against such other hazards as may from time to time reasonably be required by Landlord, provided that such insurance

is customarily carried in the area in which the Premises are located on property similar to the Building and that Tenant receives written notice specifying all such additional insurance as may be required.

SECTION 1.2 TENANT'S CONTRACTOR'S INSURANCE. Before any alterations, additions, improvements or construction are undertaken, Tenant shall carry and maintain, at its expense, or Tenant shall require any contractor performing work on the Premises or entering the site otherwise continuously to carry and maintain, insurance coverage, at the contractor's or subcontractor's sole cost and expense, in the following minimum amounts:

A. **Commercial General Liability Insurance** written on CG 0001 (or similar but no more restrictive than the most recent edition) and apply to claims arising out the work performed by the applicable contractor or otherwise out of the applicable contract documents including premises and operations, subcontractors, contractual liability (including assumed liability for personal injury and advertising injury and for bodily injury to contractor's employees), so called broad form property damage, underground, collapse and explosion hazards, products, completed operations and accidental pollution liability. Applicable limits shall be $1,000,000 per occurrence, $2,000,000 products/completed operations and $2,000,000 general aggregate (per location/per project). Defense expenses shall be in addition to the limit of liability and coverage will apply on an occurrence basis. Such policy shall be maintained for a minimum of two years following completion of the work described in the contract.

B. **Worker's compensation insurance** at statutory limits in the state in which the Project is located.

C. **Employers' liability insurance** with limits of liability not less than One Million Dollars ($1,000,000) or such other higher limits imposed in accordance with the requirements, if any, of the laws of the state where the Property is located.

D. **Business automobile liability insurance** including hired and non-owned auto coverage $1,000,000 combined single limit.

E. **Umbrella/excess liability coverage** with limits of not less than $5,000,000 with coverages outlined in A-D above scheduled as underlying insurance subject to, as a minimum, excess and follow form protection.

Each policy above in the contractor's and subcontractor's insurance program (other than workers compensation) shall name the following as additional insureds: Landlord, Landlord's managing agent, Tenant and all entities and individuals that have any type of direct or indirect affiliation with or interest in Landlord: Landlord's property manager for the Project; any holders of indebtedness secured by the Project; other entities or individuals Landlord may designate from time to time to; and, with respect to each of the foregoing, its managers, members, partners, officers, directors, employees, agents, successors, and assigns – collectively known as the "Additional Insureds". Acceptable general liability forms for the contractor are CG2026 1185 or a combination of CG2026 0704 AND CG2040 1219. Acceptable forms for the subcontractors are CG2026 1185 or a combination of CG2038 0413 AND CG2040 1219. Form CA 20 48 0797 is acceptable for use on the auto policy. Acceptable endorsements will grant additional insured protection in the absence of privity and not be limited by the terms of this agreement, nor the limits of insurance required within this Lease. Contractor's and subcontractor's insurance coverages above will be primary and

noncontributory with respect to the insurance described above. The contractor's and each subcontractor's respective insurance carriers shall waive all rights of subrogation against Landlord, authorized agent, Tenant and Additional Insureds with respect to losses payable under such policies. Additional Insured status shall apply to each party as if each were named in the Contract and the Contractors policy shall not contain any cross-liability exclusions.

If the work to be performed is hazardous, higher amounts of insurance may be required by Landlord. The minimum limits, terms and conditions set forth herein will not be construed as a limitation of Landlord's or Landlord's managing agent's rights under any insurance policy and no insurance policy maintained by Contractor or any subcontractors, of any tier, shall be endorsed to include any such limitation.

Tenant's contractors and subcontractors shall also maintain insurance against such other hazards as may from time to time reasonably be required by Landlord, Landlord's managing agent or Tenant, provided that such insurance is customarily carried in the area in which the Premises are located on property similar to the Building and that Tenant receives written notice specifying all such additional insurance as may be required.

SECTION 1.3. POLICY REQUIREMENTS

A. Any company writing any insurance which Tenant or Tenant's Contractor is required to maintain or cause to be maintained pursuant to Sections 1.1 and 1.2 of this **Schedule 8.3** (all such insurance, as well as any other insurance carried by Tenant with regard to the Premises, shall be referred to as "**Tenant's Insurance**") shall at all times be a company with at least an A.M. Best's ratings of A- (Financial Strength) and VII (Financial Size Category) and be allowed to do business in the State in which the Premises are located. The form of such Tenant's Insurance shall be subject to Landlord's approval (which approval shall not be unreasonably withheld, conditioned or delayed). Tenant's Insurance may be carried under a blanket policy covering the Premises and any other of Tenant's locations; provided however, that such blanket insurance policy provides, on a per occurrence basis, that a loss that relates to any other location does not impair or reduce the level of protection available for the Premises below the amount required by this Lease.

B. Upon execution of the Lease or prior to the commencement of work, certificates of insurance and additional insured endorsements shall be provided to either Landlord, authorized agent or Tenant evidencing coverage as required above. Prior to expiration of any applicable policy, updated certificates and required endorsements must be furnished to Landlord or Landlord's managing agent.

C. The certificate shall contain an endorsement that Landlord will be given at least thirty (30) days prior written notice of cancellation of or any material change in the policy. Tenant's respective insurance carriers shall waive all rights of subrogation against Landlord, Landlord's managing agent all applicable additional insureds with respect to losses payable under such policies. Landlord, Landlord's managing agent, and all entities and individuals that have any type of direct or indirect affiliation with our interest in Landlord: Landlord's property manager for the Project; any holders of indebtedness secured by the Project; other entities or individuals Landlord may designate from time to time to; and, with respect to each of the foregoing, its managers, members, partners, officers, directors, employees, agents, successors, and assigns shall be named as an additional insured on a primary and non-contributory basis under the Tenant's Commercial General Liability (Form CG2026), Business Auto Liability (Form CA 2048) and Umbrella/Excess Liability (follow form/excess) insurance. Acceptable endorsements will not be limited by the terms of this

agreement, nor the limits of insurance required within this contract/agreement. Evidence of additional insured status must be provided in the form of an endorsement to the appropriate policies, of if requested by Landlord, certified copies of all policies evidencing the required coverages. All certificates must be submitted upon execution of this Lease and prior to any renewal date. The minimum limits, terms and conditions set forth herein will not be construed as a limitation of Landlord rights under any insurance policy and no insurance policy maintained by Tenant shall be endorsed to include any such limitation. The limits of Tenant's Insurance shall in no event limit Tenant's liability under this Lease, at law or in equity. If Tenant fails to perform its obligations under this **Schedule 8.3**, then Landlord may, but shall not be required to, perform any such obligations on behalf of Tenant and add the cost of the same as Additional Rent, payable within thirty (30) days of demand.

D. Any required insurance may be in the form of blanket coverage, so long as such blanket policy does not reduce the limits nor diminish the coverage required herein and otherwise complies with the terms of this lease. Tenant shall have the right to satisfy its insurance obligations hereunder by means of self-insurance to the extent of all or part of the required insurance, but only so long as; (a) Tenant (or affiliate thereof providing the self-insurance) shall have a net worth of at least $100,000,000 and (b) such self-insurance provides for loss reserves which are actuarially derived in accordance with generally accepted standards of the insurance industry and accrued (i.e. charged against earnings) or otherwise funded. Any deductible in excess of $10,000 shall be deemed to be self-insurance. Subject to the terms of this lease, Tenant agrees to pay the amount of any deductible or self-insurance provided under any insurance which Tenant is required to maintain hereunder.

SECTION 1.4. **INCREASE IN INSURANCE PREMIUMS.** Neither Tenant nor any of the other Tenant Related Parties shall do or fail to do anything which will (i) violate the terms of or increase the rate of, any of Landlord's or any other tenant's or occupant's insurance policies; (ii) prevent Landlord from obtaining such policies of insurance acceptable to Landlord or any Mortgagee; or (iii) contravene the rules, regulations and recommendations of Landlord's insurance companies, the Fire Insurance Rating Organization or any similar body having jurisdiction over the Premises or the National Board of Fire Underwriters or any similar body exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions. In the event of the occurrence of any of the events set forth in this Section 1.4, Tenant shall pay Landlord upon demand, as Additional Rent, the cost of the amount of any increase in any such insurance premium.

SECTION 1.5 **MUTUAL WAIVERS**. Landlord and Tenant release each other from any liability for loss or damage by fire or other casualty covered by a standard form of property insurance, whether or not the loss or damage resulted from the negligence of the other party, its agents or employees. Each party will obtain policies of insurance providing that this release will not adversely affect the rights of the insureds under the policies.

EXHIBIT E

KEY TERMS OF TRANSITION SERVICES AGREEMENT

Nature of Services	• Services provided to Purchaser are set forth on Schedule I attached hereto. • Services provided to Sellers are set forth on Schedule II attached hereto (such services in Schedule I and II collectively, the "Services").
Provider and Recipient	• The recipient of such applicable Services (the "Recipient"). • The provider of the applicable Services (the "Service Provider").
Term	• December 31, 2024, unless earlier terminated by the Recipient with 10 days written notice.
Omitted Services	• In the event that there are services that a Recipient wishes to receive from a Service Provider that historically were performed in the ordinary course of business and that are not identified the schedules hereto defining the Services ("Omitted Services"), Recipient may provide written notice to Service Provider requesting such Omitted Services, and the Service Provider and the Recipient shall work collaboratively and in good faith to agree on the provision of such Omitted Services to the extent reasonably practicable.
Fees	• Unless otherwise identified on Schedules I or II, the fees for Services hereunder shall be cost, with employee-time cost determined as an approximate percentage allocation of time applied to such employee's total compensation.
Reimbursable Expenses; Payment Terms	In addition to the fees set forth above, during the term of the TSA, Recipient shall reimburse Service Provider for all reasonable out-of-pocket costs and expenses incurred by Service Provider or its affiliates in connection with providing the applicable Services hereunder (including, without limitation, all travel-related expenses and pass-through costs for service providers, independent contractors, and providing health and welfare benefits). Payments under the TSA shall be made within fifteen (15) days of delivery of invoice. Recipient will be responsible for all taxes and similar charges imposed on the Services. • In no event shall Recipient offset any amounts due under the TSA for the receipt of the Services by amounts claimed by Recipient (but not finally determined) to be owed to Recipient by Service Provider or its affiliates.
Governing Law	• Except to the extent of the mandatory provisions of the Bankruptcy Code, the TSA and any Agreement Dispute will be governed by and construed in accordance with the internal

	Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.
Disclaimer; Limitation on Liability	No party hereto makes any representations or warranties in the TSA, express or implied, and specifically disclaims any other warranties in the TSA, whether written or oral, express or implied, including, without limitation, any warranty of quality, merchantability or fitness for a particular use or purpose or any warranty as to the non-infringement of any intellectual property rights of third parties, and without limiting the foregoing, the Services are provided "as-is, where is, with all faults" and without any warranty or representation in the TSA with respect thereto. Service Provider will be liable for errors or other failures to perform only to the extent arising from its gross negligence or willful misconduct. • Except in the event of fraud, gross negligence, or willful misconduct of the other party hereto or its affiliates or with respect to damages awarded to any third party pursuant to indemnification obligations under the TSA with respect to any third-party claims, in no event shall either party have any liability under any provision of the TSA for any punitive, incidental, consequential, special or indirect damages, or loss of business reputation or opportunity relating to the breach or alleged breach of the TSA.

Schedule I to TSA
Services Provided to Purchaser

a) **Accounting and Financial Statements**. Accounting Services include the maintenance of a system of accounting for a Recipient, banking, payment processing, journal entries, payroll, sales bonus or sales incentive payments, budgeting and forecasting, and the preparation of balance sheets, statements of income and results of operations, and cash flows, sales reports and inventory accounting;

b) **Information Technology ("IT")**. IT Services include management and maintenance of IT resources, staffing or appropriate resources to support IT needs, management of information security and communications systems, database support, support of core systems, support of maintenance contracts, equipment and software, and organization of an IT helpdesk;

c) **Insurance Management**. Insurance Services include maintaining necessary policies, management of brokers, and support for claims;

d) **Tax**. Tax Services liaising with appropriate third parties in the preparation of the preparation of sales, property tax and other miscellaneous filings;

e) **HR**. Human resources includes onboarding and terminations, HRIS administration, benefits administration, talent acquisition, personnel matters and performance management. Oversee company policies .

f) **Real Estate and Facilities**. Real Estate and Facility Services include communication with certain landlords and property managers, equipment and equipment rentals, and the ordering of store supplies and signage;

g) **Employees**. Seller will provide coverage under Seller's health and welfare plans to Company Employees.

Schedule II to TSA
Services Provided to Sellers

a) **Communications Services**. Communications Services include the right to use the websites, domain names, passwords, telephone and facsimile numbers and email addresses used by each Seller, as well as rights to receive mail and other communications addressed to each Seller (including mail and communications from customers, vendors, suppliers, distributors and agents).

b) **Marks**. Marks include the right to use trademarks, service marks, brand names, trade dress, slogans, logos, corporate names, Internet Domain Names and other indicia of origin.

EXHIBIT C

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bring claims thereunder) and all director and officer insurance policies, and all rights and benefits of any nature of Sellers with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance policies or recoveries;

(g) all stock, membership interests or other equity interests of any Seller or any of their respective Subsidiaries or securities convertible into, exchangeable, or exercisable for any such membership interests or other equity interests, in each case;

(h) all rights, claims and causes of action that any Seller may have against any Person with respect to any Excluded Assets or any Excluded Liabilities;

(i) Sellers' claims, causes of action or other rights under this Agreement, including the Purchase Price hereunder, or any agreement, certificate, instrument or other document executed and delivered between any Seller, on the one hand, and any Purchaser, on the other hand, in connection with the transactions contemplated hereby, or any other agreement between any Seller, on the one hand, and Purchaser, on the other hand, entered into on or after the date hereof;

(j) all Tax refunds and Tax attributes that are not transferred by the operation of applicable Tax Law, except for any refunds of Taxes included in the definition of Assumed Liabilities;

(k) all real estate and all interests in real estate other than the Acquired Leased Real Property (for the avoidance of doubt, the Acquired Leased Real Property includes any Leasehold Improvements and Real Property Appurtenances thereto), including, for the avoidance of doubt, the DC;

(l) any leasehold interest, all tangible assets (including Equipment, accessories, materials, machinery and all other similar items of tangible personal property or capital assets) of Sellers, including the tangible assets owned, leased or used (or held for use) by Sellers at any Excluded Store, the Richmond, Virginia headquarters, the Dallas distribution center or the Pomona distribution center;

(m) the properties, rights, interests and assets set forth on Schedule 1.2(m);

(n) all Seller Plans;

(o) all accounts receivable (or other amounts receivable), and other intercompany obligations, of any Seller or any of its Affiliates or Subsidiaries owed to any Seller;

(p) all claims, rights or causes of action of any Seller for avoidance, recovery, subordination or other relief and actions of Sellers (including, without limitation, any such claims, rights or causes of action arising under chapter 5 of the Bankruptcy Code, including Sections 544, 547, 548, 549 and 550 of the Bankruptcy Code or applicable state statutes) other than those provided in Sections 1.1(f) ~~and~~, 1.1(q) and 1.1(p);

(q) the DC (other than pursuant to the DC Lease);

Summary report: **Litera Compare for Word 11.7.0.54 Document comparison done on 9/10/2024 9:58:51 AM**	
Style name: #Skadden (Strikethrough, Double Score, No Moves)	
Intelligent Table Comparison: Active	
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Description: LL - APA (F9)	
Modified DMS: dm://NYCSR03A/2451167/10	
Description: LL - APA (F9)	
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~~Move From~~	0
Move To	0
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~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	3