

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:

TM36, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 26-90386 (ARP)

(Jointly Administered)

**DEBTORS' EMERGENCY MOTION FOR ENTRY OF AN ORDER
(I) AUTHORIZING THE SALE OF THE DEBTORS' EQUIPMENT BY
PRIVATE SALE AND PUBLIC AUCTION FREE AND CLEAR OF LIENS,
CLAIMS, INTERESTS, AND ENCUMBRANCES UNDER 11 U.S.C. § 363(F);
(II) AUTHORIZING THE EMPLOYMENT OF PLANT & MACHINERY, LLC AND
PPL GROUP, LLC AS SALE AGENT; AND (III) GRANTING RELATED RELIEF**

Emergency relief has been requested. Relief is requested not later than 11:15 a.m. prevailing Central Time on October 15, 2026, the time at which a related motion for relief from stay is currently scheduled.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) file this Emergency Motion for Entry of an Order (I) Authorizing the Sale of the Debtors' Equipment By Private Sale and Public Auction Free and Clear of Liens, Claims, Interests, and Encumbrances Under 11 U.S.C. § 363(f); (II) Authorizing the Employment of Plant & Machinery, LLC and PPL Group, LLC as Sale Agent; and (III) Granting Related Relief (the “Motion”). The Debtors respectfully represent as follows:

¹ The Debtors in these chapter 11 cases, along with the last four digits of the Debtors' federal tax identification number, are TM36, LLC (5051), StopLoss Specialists, LLC (3801), StopLoss, LLC (8840), StopLoss Response Services, LLC (3350), and StopLoss Logistics, LLC (3569). The Debtors' service address is: 716 S. Frio Street, Suite 110, San Antonio, TX 78207.

I. PRELIMINARY STATEMENT

The Debtors faced significant headwinds during their efforts to recover their assets from various locations in Texas and Louisiana. The process was delayed and complicated by the need to prosecute two motions for turnover. At this point in time, all equipment that the Debtors located is accounted for in the Debtors' *Notice of Filing of List of Recovered Equipment* [Docket No. 390] (the "Notice") filed with the Court on October 2, 2026. The Notice is a list of all of the Debtors' equipment, machinery, vehicles, and other tangible property that the Debtors have collected (collectively, the "Equipment" or "Assets").

Substantially all of the Equipment is now under the Debtors' control at a warehouse and neighboring yard in San Antonio, Texas. The Debtors do not dispute that there is no equity in the Equipment or that they are preparing to file a plan of liquidation. However, the Debtors have an interest in ensuring that their assets are liquidated through a value maximization process in order to minimize the unsecured deficiency claims that will be held by the secured creditors. For this reason, the Debtors propose a single, coordinated sale run by Plant & Machinery, LLC ("PMI") and PPL Group, LLC ("PPL" and collectively, the "Sale Agent") to market the Equipment for private sale and conduct an online auction no later than 60 days from the date of the Order granting the relief requested herein. The Debtors believe that a single auction of the Equipment in one location will generate higher prices than piecemeal stay relief and multiple auctions. Accordingly, the Debtors request that the Court grant this Motion.

II. JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief requested herein are sections 105(a), 327(a), 328, and 363 of the Bankruptcy Code, rules 2002, 2014, and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1 and 9013-1(i) of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”), and the *Procedures for Complex Cases in the Southern District of Texas* (the “Complex Case Procedures”).

III. BACKGROUND

3. On March 5, 2026 (the “Petition Date”), the Debtors filed voluntary petitions (the “Chapter 11 Cases”) for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). The Debtors continue to manage their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. On May 14, 2026, the Court entered the *Final Order (I) Authorizing the Debtors to Obtain Secured Post-Petition Financing; (II) Granting Liens and Superpriority Claims; (III) Granting Adequate Protection; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* [Docket No. 203] (the “Final DIP Order”). Among other things, the Final DIP Order authorized monthly adequate protection payments to Recovery Logistics Finance, LLC (“RLF”). As detailed fully in the Debtors’ forthcoming Omnibus Response (as defined herein), the Debtors have made adequate protection payments to RLF, among other creditors holding liens on the equipment and vehicles.

5. On September 21, 2026, RLF filed its *Motion for Relief from Automatic Stay* [Docket No. 383] (the “Stay Motion”), whereby RLF seeks relief from the automatic stay to permit the repossession and sale of certain collateral. The Debtors’ response to the Stay Motion is that the better strategy for liquidating the Equipment is the orderly auction proposed by this Motion.

6. On October 2, 2026, pursuant to paragraph 11(b) of the Final DIP Order, the Debtors filed the Notice which attaches a list of the Equipment. The Debtors have completed their efforts to locate and collect their Equipment, but reserve the right to supplement the equipment list attached to the Notice if additional items are recovered (the “Equipment List”). The equipment and vehicles on the Equipment List are primarily located at 716 S. Frio Street, San Antonio, Texas 78207 (the “Frio Street Address”) and a neighboring yard located at 711 Guadalupe Street, San Antonio, Texas (the “Guadalupe Street Address” and together with the Frio Street Address, the “Premises”).

7. By this Motion, the Debtors propose to sell all of the Equipment, inclusive of all machinery, equipment, vehicles, and other tangible personal property identified on the Equipment List.

Retention of PMI

8. As described herein, the Debtors have taken efforts to locate and secure the Debtors’ Equipment. With the assistance of the Debtors’ chief restructuring officer, Pablo Bonjour (the “CRO”), and the Debtors’ financial advisor, Veritas Restructuring Group, the Debtors solicited proposals for the liquidation of the Equipment.

9. PMI conducted due diligence with respect to the Equipment and submitted to the Debtors a written proposal for the sale of the Equipment. Following negotiations, the Debtors and PMI agreed to the terms of the Asset Sale Agreement attached hereto as **Exhibit 1** (the “Asset Sale Agreement”). The Debtors’ entry into the Asset Sale Agreement and the sale of the Equipment are subject to entry of an order of the Court approving the same.

10. PMI was founded in Houston in 1984 and has conducted more than 1,200 auctions and liquidations across 42 states and seven countries. PMI conducts live webcast and timed online

auctions, orderly liquidations and sealed bid sales, and USPAP-compliant appraisals. PMI is well known to the bankruptcy community and has been retained by trustees and debtors in numerous bankruptcy cases in this District. PMI's engagement will be led by Robert Brundage, a Senior Account Executive at PMI. Mr. Brundage is a fourth-generation machinery dealer who entered the business in 1997, spent 20 years buying and selling machinery worldwide, and is a USPAP Certified Equipment Appraiser through the AMEA.

11. The Debtors believe that PMI is well-positioned to maximize the value of the Equipment through a targeted marketing campaign and timed auction strategy.

12. The full terms of the agreement between the Debtors and PMI are set forth in the Asset Sale Agreement. The key economic terms include:

- **Scope of Services:** The Sale Agent will conduct an online webcast and/or online timed auction of the Equipment (the "Auction") and, with the prior written approval of the CRO, may sell the Assets by private sale. The Sale Agent will have the exclusive right to sell the Assets until 15 business days after the Auction.
- **Commission:** None. The Sale Agent will receive no commission from the Debtors' share of sale proceeds.
- **Buyer's Premium:** The Sale Agent shall charge each Auction buyer a buyer's premium of seventeen percent (17%) of the hammer price of each Asset (the "Buyer's Premium"), with 14% retained by Sale Agent and 3% retained by service provider(s) ("Service Provider"), unless otherwise negotiated by Sale Agent. Private sale buyers will be charged a 17% Buyer's Premium that will be exclusively retained by Sale Agent. Sale Agent shall retain the Buyer's Premium as its sole compensation.
- **Rebate:** "Gross Proceeds" means the total hammer and sale prices actually paid for all Assets sold, excluding Buyer's Premium and sales taxes. If Gross Proceeds exceed \$750,000, Sale Agent shall pay the Debtors five percent (5%) of the Gross Proceeds above \$750,000. Sale Agent shall pay this rebate out of the Buyer's Premium collected by Sale Agent.
- **Expenses:** Sale Agent shall advance all actual out-of-pocket expenses of the Sales ("Expenses") and deduct them from Gross Proceeds. Expenses shall not exceed \$30,000 without the prior written approval of CRO.

- **Reporting:** Where possible, Sale Agent shall group lots by secured creditor, based on information provided by the Debtors. With the remittance, Sale Agent shall deliver to the Debtors a detailed Auction report. The report shall show the sale proceeds for each Asset and by secured creditor, the itemized Expenses, and the calculation of net proceeds and any rebate.
- **Timeline:** All Assets will be offered on an “AS-IS, WHERE-IS” basis, WITHOUT RESERVE (ALL ITEMS SELL TO THE HIGHEST AND LAST BIDDER REGARDLESS OF PRICE). Auction will occur no later than 60 days from the date of the Approval Order.²
- **Remittance:** “Net Proceeds” means Gross Proceeds, plus any rebate under Section 1(c) of the Asset Sale Agreement, less Expenses. Sale Agent shall remit all Net Proceeds to the Debtors in cleared funds by wire transfer. Payment is due upon the removal of all Assets from the Premises.

Liens on the Equipment

13. RLF and Bank of America assert liens on the majority of the Equipment. On June 2, 2026, Bank of America filed a fully secured proof of claim in the amount of \$378,241.14. On June 8, 2026, RLF filed a proof of claim asserting a claim in the total amount of \$11,109,145.03 and valuing the secured portion of its claim at \$2,000,000.

14. In addition to RLF and Bank of America, the Equipment List identifies Equipment that is collateral for claims held by, Ally Financial, PEAC Solutions (Marlin Leasing), PNC Bank, Sumitomo Mitsui Financing, and Wells Fargo. These are PMSI liens on specific pieces of Equipment.

15. Nothing in this Motion is an admission as to the validity, priority, extent, or amount of any lienholder’s lien or claim, and the Debtors and all parties in interest reserve all rights with respect thereto.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Sale Agreement. Any summary of any terms of the Asset Sale Agreement in this Motion is qualified in its entirety by reference to the provisions of the Asset Sale Agreement. The Asset Sale Agreement will control in the event of any inconsistency between this Motion and the Asset Sale Agreement.

16. The holders of all liens on the Equipment could be compelled in a legal proceeding to accept a money satisfaction which satisfies 11 U.S.C. § 363(f)(5). Accordingly, the Debtors request that the Equipment be sold free and clear of all liens, claims, interests and encumbrances.

17. All liens, including ad valorem tax liens, will attach to the proceeds of the sale with the same validity, extent and priority that existed on the Petition Date.

IV. LEGAL AUTHORITY AND ARGUMENT

A. Sale of the Equipment

18. The Debtors request that the Court approve the sale of the Equipment free and clear of all liens, claims, and encumbrances. In evaluating such a sale, a court must balance the need for flexibility with the concerns of affected creditors. *In re Terrace Gardens Park P'ship*, 96 B.R. 707, 715 (Bankr. W.D. Tex. 1989). The Court must also determine that creditors' lien rights are adequately protected and that the offered price is the highest price obtainable under the circumstances in the particular case. *Id.*; *In re Beker Indus. Corp.*, 63 B.R. 474, 477–78 (Bankr. S.D.N.Y. 1986). The Debtors believe that the Sale Agent's proposed process for marketing the Assets and conducting a public, online auction will maximize the potential value of the Debtors' Assets.

19. Secured parties' interests are being adequately protected because their liens, claims, interests, and encumbrances ("Encumbrances") shall attach to the sale proceeds. All parties with Encumbrances in the Assets who do not object to the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All parties with Encumbrances in the Equipment who object to this Motion and have not withdrawn their objections thereto fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Encumbrances attach to the net proceeds of the sales with the same

validity, enforceability, priority, force and effect that they now have as against the Equipment, subject to the rights, claims, defenses, and objections, if any, of the Debtors and all parties-in-interest with respect to such Encumbrances. Additionally, secured creditors may register for the auction and credit bid their secured debt against their collateral.

20. Here, the Debtors are preparing a plan of liquidation. The Debtors maintain that their litigation claims have sufficient value to pay all claims in full. As a result, the amount realized for the Equipment directly affects the size of secured creditors' deficiency claims, and in turn, recoveries to all creditors in these Chapter 11 Cases. The Debtors therefore have a substantial interest in ensuring that the Equipment is liquidated through a process that maximizes value for these estates.

21. Second, the Sale Agent's marketing plan specifically targets the restoration industry, which should attract strategic buyers and increase the ultimate sale prices. The Sale Agent has also engaged a technical advisor who has expertise in the Assets and a network of operators who are likely purchasers. Moreover, because the Sale Agent is compensated solely through the Buyer's Premium, with expenses capped at \$30,000 absent CRO approval, and a rebate to the estates if Gross Proceeds exceed \$750,000, the costs to the estates and secured creditors are limited.

22. Lastly, a single, consolidated sale is superior to piecemeal stay relief. The alternative to the proposed sale is piecemeal relief from the automatic stay and multiple, separate sales run by different creditors. This alternative would destroy value. Currently, substantially all of the Debtors' Equipment is located in one place: the Premises. The benefits of marketing and auctioning all of the Equipment together, in one location, to a targeted pool of restoration-industry buyers will be lost if several secured creditors are each required to separately liquidate their respective collateral. The Debtors believe the most efficient method of liquidating the Debtors'

Equipment is through a single auction which can take place before the end of the year.

B. Employment of the Sale Agent

23. The Debtors seek to retain and compensate the Sale Agent pursuant to the Asset Sale Agreement. The Debtors seek approval to engage the Sale Agent under section 327 of the Bankruptcy Code, with the Sale Agent's compensation to be determined under section 328 of the Bankruptcy Code.

24. The Debtors believe the Sale Agent's employment to be in the best interest of the bankruptcy estates. The Sale Agent has the experience and expertise necessary to oversee the Auction of the Equipment in order to maximize value for the Debtors' estates. The Sale Agent's responsibilities are outlined more specifically above and in the Asset Sale Agreement, but include the oversight and management of the sale of the Equipment, whether by public auction or private sale, based on whichever will provide the maximum value to the estates.

25. As stated in the declaration of Robert Brundage attached as **Exhibit 2**, the Sale Agent has no connections with the Debtors, creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee. The Debtors respectfully request that this Court authorize the employment of the Sale Agent, pursuant to the Asset Sale Agreement.

V. EMERGENCY CONSIDERATION

26. Pursuant to Complex Case Procedures and Bankruptcy Local Rule 9013-1(i), the Debtors request emergency consideration of this Motion. The relief requested herein is offered as an alternative to the relief RLF seeks in the Stay Motion. Rather than allowing RLF to repossess and separately liquidate its collateral, the Debtors propose to sell all of the Equipment, including RLF's collateral, in a single coordinated auction. The two requests are therefore closely

intertwined. Because the Court cannot fully evaluate the Stay Motion without also considering the value-maximizing alternative proposed in this Motion, hearing both matters together will conserve the resources of the Court and the parties. Additionally, emergency consideration is warranted because hearing both matters together will avoid the risk that the Equipment is liquidated in separate sales before the Court can consider a coordinated sale. Immediate relief is therefore necessary to maximize value to the estates.

27. Accordingly, the Debtors request that the Court, pursuant to Bankruptcy Rule 9006(c)(1), shorten the notice period otherwise applicable under Bankruptcy Rules 2002(a)(2) and 6004 and consider this Motion at the previously scheduled October 15, 2026 hearing.

VI. WAIVER OF BANKRUPTCY RULE 6004(a) AND 6004(h)

28. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

VI. NOTICE

29. Notice of this Motion shall be provided to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) all secured creditors; (c) counsel to the Official Committee of Unsecured Creditors; (d) counsel to the DIP Lender; (e) any relevant governmental authority; and (f) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, by this Motion, the Debtors request entry of the proposed order (i) authorizing the sale of the Equipment by private sale and public auction free and clear of all liens,

claims, interests, and encumbrances; (ii) authorizing the Debtors to employ the Sale Agent pursuant to the Asset Sale Agreement; and (iii) granting related relief.

Dated: October 9, 2026.

By: /s/ Aaron J. Power

PORTER HEDGES LLP

Aaron J. Power (TX Bar No. 24058058)
John ("Jack") M. Eiband (TX Bar No. 24135185)
Grecia V. Sarda (TX Bar No. 24132092)
1000 Main St., 36th Floor
Houston, Texas 77002
Telephone: (713) 226-6000
Facsimile: (713) 226-6248
apower@porterhedges.com
jeiband@porterhedges.com
gsarda@porterhedges.com

*Counsel to the Debtors and
the Debtors in Possession*

Certificate of Accuracy

I certify that the facts and circumstances described in the above pleading giving rise to the emergency request for relief are true and correct to the best of my knowledge, information, and belief. This statement is made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Aaron J. Power

Aaron J. Power

Certificate of Service

I certify that on October 9, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Aaron J. Power

Aaron J. Power

EXHIBIT 1

ASSET SALE AGREEMENT

This AGREEMENT ("**Agreement**"), dated as of October ____, 2026 (the "**Effective Date**") is entered into by and between TM36, LLC, StopLoss Specialists, LLC and StopLoss, LLC et al. and (together, "**StopLoss Debtors**"), each a debtor and debtor in possession in the Bankruptcy Case (defined below), and Plant & Machinery LLC, a Delaware limited liability company and PPL Group LLC, an Illinois limited liability company (collectively "**Sale Agent**"), each a "**Party**" and collectively, the "**Parties**."

WITNESSETH:

Whereas, on March 5, 2026 (the "**Petition Date**"), TM36, LLC and its affiliated debtors, including the StopLoss Debtors (collectively, the "**Debtors**"), each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Bankruptcy Court**"). The Debtors' chapter 11 cases are jointly administered under Case No. 26-90386 (the "**Bankruptcy Case**");

Whereas, by order entered April 28, 2026, the Bankruptcy Court authorized the Debtors to designate Pablo Bonjour ("**CRO**") as Chief Restructuring Officer of the Debtors, effective as of the Petition Date;

Whereas, the StopLoss Debtors desire to have Sale Agent sell all assets of the StopLoss Debtors, wall-to-wall, floor-to-ceiling, fence-to-fence, and boundary-to-boundary, located at 716 S. Frio Street, Suite 110, San Antonio, Texas 78207 ("**Frio Property**") and 711 Guadalupe Street, San Antonio, TX 78207 ("**Guadalupe Property**") and potentially at job sites located at Pasadena Hospital Project ("**Pasadena Job Site**") and 94694 I-37, Pleasanton, TX 78064 ("**Pleasanton Job Site**") (collectively, the "**Premises**"). The assets include, without limitation, the items listed in Exhibit "A," all machinery, equipment, related tooling packages, related items, intellectual property, inventory, and miscellaneous contents of the Premises, as further described in this Agreement (the "**Assets**");

Whereas, Sale Agent desires to sell the Assets at an online webcast and/or online timed auction sale(s) conducted at the Premises (the "**Auction**"); and

Whereas, the StopLoss Debtors entry into this Agreement, Sale Agent's engagement, and the sale of the Assets are subject to entry of an order of the Bankruptcy Court approving this Agreement, the engagement of Sale Agent, and the sale of the Assets under the applicable sections of the Bankruptcy Code (the "**Approval Order**").

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the Parties hereto do hereby agree as follows:

1. Commission; Sale Proceeds.

- a. **Sale.** Sale Agent shall conduct the Auction for the benefit of the StopLoss Debtors. With the prior written approval of CRO, Sale Agent may also sell Assets by private sale ("**Private Sale**").
- b. **Buyer's Premium.** Sale Agent shall charge each Auction buyer a buyer's premium of seventeen percent (17%) of the hammer price of each Asset (the "**Buyers Premium**"), with 14% retained by Sale Agent and 3% retained by service provider(s) ("**Service Provider**"), unless otherwise negotiated by Sale Agent. Private Sale buyers will be

charged a 17% Buyer's Premium that will be exclusively retained by Sale Agent. Sale Agent shall retain the Buyer's Premium as its sole compensation. Sale Agent shall receive no commission from the StopLoss Debtors' share of Sale proceeds.

- c. **Rebate.** "**Gross Proceeds**" means the total hammer and sale prices actually paid for all Assets sold, excluding Buyer's Premium and sales taxes. If Gross Proceeds exceed Seven Hundred Fifty Thousand Dollars (\$750,000), Sale Agent shall pay the StopLoss Debtors five percent (5%) of the Gross Proceeds above \$750,000. Sale Agent shall pay this rebate out of the Buyer's Premium collected by Sale Agent.
 - d. **Expenses.** Sale Agent shall advance all actual out-of-pocket expenses of the Sales ("**Expenses**") and deduct them from Gross Proceeds. Expenses shall not exceed Thirty Thousand Dollars (\$30,000) without the prior written approval of CRO.
 - e. **Remittance.** "**Net Proceeds**" means Gross Proceeds, plus any rebate under Section 1(c), less Expenses. Sale Agent shall remit all Net Proceeds to the StopLoss Debtors in cleared funds by wire transfer. Payment is due upon the removal of all Assets from the Premises.
 - f. **Reporting.** Where possible, Sale Agent shall group lots by secured creditor, based on information provided by the StopLoss Debtors. With the remittance, Sale Agent shall deliver to the StopLoss Debtors a detailed Auction report. The report shall show the sale proceeds for each Asset and by secured creditor, the itemized Expenses, and the calculation of Net Proceeds and any rebate.
2. **Sales Tax.** Sale Agent follows all state and local tax requirements regarding collection and remittance of sales taxes and will invoice sales tax where required. Sales tax collected is not included in Gross Proceeds.
 3. **Auction.** All Assets will be offered on an "AS-IS, WHERE-IS" basis, WITHOUT RESERVE (ALL ITEMS SELL TO THE HIGHEST AND LAST BIDDER REGARDLESS OF PRICE). Auction will occur no later than 60 days from date of the Approval Order. In connection with the Auction, the Sale Agent shall:
 - a. Use Sale Agent's contact information in all advertising of Auction. Should the StopLoss Debtors receive any inquiries regarding Auction or the Assets, the StopLoss Debtors shall immediately refer such inquiries to Sale Agent;
 - b. Sell the Assets in the Auction to the highest bidder, subject only to the buyer's timely payment in full and removal of purchased Assets. Except as otherwise expressly provided in this Agreement, Sale Agent, however, does not guarantee that any sale will be completed, and Sale Agent is not responsible in the event that a buyer fails to comply with its agreement and complete a purchase. Proceeds due to the StopLoss Debtors (in accordance with Section 1) are comprised of actual monies collected from buyers; and
 - c. Sale Agent shall have the right to reasonably determine all of the terms of Auction and the StopLoss Debtors shall reasonably cooperate with Sale Agent in all material respects.

In connection with the Auction, the StopLoss Debtors shall provide at least one representative to assist Sale Agent during the Agreement Term (as defined below), at no cost to Sale Agent, who shall remain solely the contractor of the StopLoss Debtors.

4. Use of Premises.

- a. Sale Agent shall be granted an unrestricted and unencumbered license to use Premises free of all costs (including all rent, utilities, trash removal, and security) commencing on the date of the Approval Order and ending 15 business days after Auction (the “**Agreement Term**”).
- b. A representative of StopLoss Debtors will remain on the Premises to ensure entrance to Premises during normal work hours and ensure utilities disconnected from any Assets to be removed or provide Sale Agent with keys and/or access code to Premises.

5. Representations. The StopLoss Debtors hereby make the following representations, warranties and covenants:

- a. The StopLoss Debtors own the Assets, subject to the liens and encumbrances of record or disclosed in the Bankruptcy Case. The StopLoss Debtors have disclosed to Sale Agent all liens, security interests, and encumbrances on the Assets known to the StopLoss Debtors;
- b. Upon entry of the Approval Order, the Assets shall be sold free and clear of all liens, claims, encumbrances, and interests under section 363(f) of the Bankruptcy Code. All personal property taxes on the Assets for any period before title passes to a buyer, regardless of when assessed, will be an obligation of the StopLoss Debtors to be addressed in the Bankruptcy Case;
- c. StopLoss Debtors are solely responsible for identifying, labeling, and segregating any property not owned by StopLoss Debtors and therefore excluded from the Assets. The StopLoss Debtors will defend, indemnify, and hold harmless Sale Agent from and against any and all liability, loss, cost, damage, judgments, and expense, made by any person, entity, governmental body, firm, or corporation claiming to have title to or an ownership interest in the Assets; provided, however, that such obligation does not apply to the Sale Agent’s negligence, willful misconduct or knowing breach of this Agreement;
- d. In preparation for Auction, the StopLoss Debtors will assist Sale Agent with identifying machinery equipment parts, components, books, and manuals that go with each machine; and
- e. Where available, the StopLoss Debtors will provide Sale Agent with copies of clear titles for all titled vehicles within five days of the Effective Date and, if available, will provide Sale Agent with original clear titles two weeks prior to the Auction, leaving the buyer information blank.

6. Use of Name. Sale Agent may use the name, logo, and location of StopLoss, LLC in any advertising and brochures advertising the Auction, consistent with trade practices in the auction business.

7. Hazardous Substances. The StopLoss Debtors hereby acknowledge and agree that Sale Agent cannot sell or remove, nor will it be responsible for the removal of any hazardous or toxic material, hazardous or toxic waste or any equipment or supplies believed to contain hazardous or toxic material or hazardous or toxic waste. It is expressly understood that Sale Agent is not conducting any business nor operating any equipment other than for inspection purposes. The StopLoss Debtors hereby expressly agree to indemnify and hold Sale Agent harmless from and against any and all third-party claims relating to storage, removal, or

handling of any hazardous or toxic material in connection with services rendered pursuant to this Agreement; provided, however, that such obligation does not apply to the Sale Agent's negligence, willful misconduct or knowing breach of this Agreement and that damages shall be limited to the amount of the Sale Agent's compensation under this Agreement.

8. Insurance. Sale Agent represents and warrants that it maintains and will continue to maintain liability and workers compensation insurance. Sale Agent will provide the StopLoss Debtors with proof of said coverage. The StopLoss Debtors represent and warrant that the StopLoss Debtors maintains and will continue to maintain both liability insurance coverage and property insurance coverage on the Assets until all items have been paid for in full at Auction. The StopLoss Debtors will provide Sale Agent proof of said coverages by providing Sale Agent with Acord 27 evidence of property coverage and Acord 25 certificate of liability insurance.
9. Abandonment. Sale Agent shall use commercially reasonable efforts to sell all of the Assets. In the event any portion of the Assets are not sold or otherwise removed, Sale Agent may abandon any of the Assets at no additional cost to Sale Agent. Sale Agent is not responsible for the removal of any equipment. If the StopLoss Debtors ask Sale Agent to remove any unsold Assets from Premises, the Expenses would be increased to reflect the incurred costs.
10. Exclusive Sales Sale Agent. Upon execution of this Agreement, Sale Agent shall have the "Exclusive Right to Sell" the Assets and act as the exclusive sales Sale Agent of the StopLoss Debtors until 15 business days following the Auction.
11. Auction Execution. The StopLoss Debtors acknowledge and agree that Sale Agent will be PPL Group LLC or Plant & Machinery LLC. PPL Group LLC is an Illinois limited liability company, located at 6585 N Avondale Avenue, Chicago, IL 60631 with a phone number of 224-927-5320. Applicable Texas license number is 18396. Plant & Machinery LLC is a Delaware limited liability company, located at 1304 Langham Creek Dr #454, Houston, TX 77084. Applicable Texas license number is 7314.
12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. The execution of a counterpart of the signature page to this Agreement shall be deemed the execution of a counterpart of this Agreement. The delivery of this Agreement may be made by email or fax, and such signatures shall be treated as original signatures for all applicable purposes.
13. Choice of Law; Attorney's Fees. This Agreement and all disputes hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to any conflict of laws provisions. The prevailing Party shall have the right to collect from the other Party its reasonable costs and attorneys' fees incurred in enforcing this Agreement.
14. Notices. All notices shall be given in writing and shall be deemed to have been fully given if delivered personally or sent by overnight courier, fax, or email (receipt confirmed) to the recipients listed on the signature page hereto.
15. Technology Disclaimer. Sale Agent does not warrant that the functions, features or content contained on website(s) of Sale Agent, Service Provider, and/or other third parties, including

third party software, products, cellular and/or internet service or other materials used in connection with the Auction will be timely, secure, uninterrupted or error-free, or that defects will be corrected.

16. Force Majeure. Notwithstanding any of the terms of this Agreement to the contrary, Sale Agent shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Agreement and the Termination Date shall be extended accordingly, if Sale Agent (i) is unable to conduct the Auction, (ii) determines that the Auction should be postponed, or (iii) otherwise is unable to fulfill its obligations hereunder due to or because of any: (a) strike or lockout; (b) civil commotion, war-like operation, invasion, rebellion, terrorist act, hostilities, military or usurped power, sabotage, or acts of governmental; (c) flu, epidemic, serious illness or plagues, disease, emergency or outbreak; (d) widespread power failure or internet disruption; or (e) hurricane, tornado, flood, mudslide, fire, act of God, or any other cause that is beyond the control of Sale Agent.
17. Binding Effect and Severability. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, personal representatives, successors and assigns. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
18. Duly Authorized Signatories. This Agreement may only be executed by duly authorized individuals of the StopLoss Debtors and Sale Agent.
19. Entire Agreement. This Agreement represents the entire agreement among the Parties regarding the subject matter hereof and supersedes all prior, written or oral agreements or understandings among the Parties regarding this matter. This Agreement may be modified only by written instruments signed by each of the Parties hereto.
20. Requirements.
As a matter of Texas law, we are required to advise you that should you have any complaints to be made to the Texas Department of Licensing and Regulation in connection with this company or its Sale Agents, said department's address and phone number are P.O. Box 12157, Austin, Texas, 78711, (512) 463-2906.

Signature Page Follows

In Witness Whereof, this Agreement has been executed as of the Effective Date.

IF TO SALE AGENT, ADDRESS TO:

Alex Mazer
Executive Vice President
PPL Group LLC
6585 N Avondale Avenue
Chicago, IL 60631
alex@pplgroupllc.com

PPL GROUP LLC

BY: _____

Alex Mazer
Its: Executive Vice President

Ron Moore
President
Plant & Machinery LLC
1304 Langham Creek Drive
Suite 454
Houston, TX 77084
ronm@pmi-auction.com

PLANT & MACHINERY LLC

BY: _____

Ron Moore
Its: President

IF TO STOPLOSS DEBTORS, ADDRESS TO:

Pablo Bonjour
Managing Director/Founder & CEO
Veritas Restructuring Group
717 Texas Ave., 12th Floor
Houston, TX 77002
Pablo@VRG.co
713-363-0296

**TM36, LLC, STOPLOSS, LLC, STOPLOSS
SPECIALISTS, LLC, STOPLOSS RESPONSES
SERVICES, LLC, AND STOPLOSS LOGISTICS,
LLC EACH A DEBTOR AND DEBTOR IN
POSSESSION**

BY: _____

Name: Pablo Bonjour
Their: Chief Restructuring Officer of each of
the above entities, solely in such capacity
and not individually

EXHIBIT 2

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:

TM36, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 26-90386 (ARP)

(Jointly Administered)

**DECLARATION OF ROBERT BRUNDAGE IN
SUPPORT OF THE DEBTORS' EMERGENCY MOTION FOR
ENTRY OF AN ORDER (I) AUTHORIZING THE SALE OF THE
DEBTORS' EQUIPMENT BY PRIVATE SALE AND PUBLIC AUCTION
FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES
UNDER 11 U.S.C. § 363(F); (II) AUTHORIZING THE EMPLOYMENT OF PLANT &
MACHINERY, LLC AND PPL GROUP, LLC AS SALE AGENT; AND (III) GRANTING
RELATED RELIEF**

I, Robert Brundage, pursuant to 28 U.S.C. § 1746, hereby declare that the following is true to the best of my knowledge, information, and belief:

1. I am a Senior Account Executive at Plant & Machinery, LLC. ("PMI" or the "Sale Agent"). Except where otherwise specifically noted, I have personal knowledge of the facts set forth below.

2. This declaration is being submitted in connection with the proposed retention of PMI as the Sale Agent for the Debtors as set forth in the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Sale of the Debtors' Equipment By Private Sale and Public Auction Free and Clear of Liens, Claims, Interests, and Encumbrances Under 11 U.S.C. § 363(f); (II)*

¹ The Debtors in these chapter 11 cases, along with the last four digits of the Debtors' federal tax identification number, are TM36, LLC (5051), StopLoss Specialists, LLC (3801), StopLoss, LLC (8840), StopLoss Response Services, LLC (3350), and StopLoss Logistics, LLC (3569). The Debtors' service address is: 716 S. Frio Street, Suite 110, San Antonio, TX 78207.

Authorizing the Employment of Plant & Machinery, LLC as Sale Agent; and (III) Granting Related Relief (the “Motion”)² of the above-captioned debtors and debtors in possession (the “Debtors”).

3. PMI is well qualified to serve as the Sale Agent in these Chapter 11 Cases. The Sale Agent will render such services as are necessary and appropriate to sell the Equipment, a detailed list of which is attached to the *Notice of Filing of List of Recovered Equipment* [Docket No. 390]. These services are more specifically explained in the Asset Sale Agreement, attached as **Exhibit 1** to the Motion. PMI’s decision to accept this engagement is contingent upon its ability to be retained in accordance with its customary terms and conditions of employment.

4. The Sale Agent will be compensated in accordance with the Asset Sale Agreement, which states, in relevant part:

- **Scope of Services:** The Sale Agent will conduct an online webcast and/or online timed auction of the Equipment (the “Auction”) and, with the prior written approval of the CRO, may sell the Assets by private sale. The Sale Agent will have the exclusive right to sell the Assets until 15 business days after the Auction.
- **Commission:** None. The Sale Agent will receive no commission from the Debtors’ share of sale proceeds.
- **Buyer’s Premium:** The Sale Agent shall charge each Auction buyer a buyer’s premium of seventeen percent (17%) of the hammer price of each Asset (the “Buyer’s Premium”), with 14% retained by Sale Agent and 3% retained by service provider(s) (“Service Provider”), unless otherwise negotiated by Sale Agent. Private sale buyers will be charged a 17% Buyer’s Premium that will be exclusively retained by Sale Agent. Sale Agent shall retain the Buyer’s Premium as its sole compensation.
- **Rebate:** “Gross Proceeds” means the total hammer and sale prices actually paid for all Assets sold, excluding Buyer’s Premium and sales taxes. If Gross Proceeds exceed \$750,000, Sale Agent shall pay the Debtors five percent (5%) of the Gross Proceeds above \$750,000. Sale Agent shall pay this rebate out of the Buyer’s Premium collected by Sale Agent.

² All terms not specifically defined in this Declaration are defined in the Motion and/or the Asset Sale Agreement.

- **Expenses**: Sale Agent shall advance all actual out-of-pocket expenses of the Sales (“Expenses”) and deduct them from Gross Proceeds. Expenses shall not exceed \$30,000 without the prior written approval of CRO.
- **Reporting**: Where possible, Sale Agent shall group lots by secured creditor, based on information provided by the Debtors. With the remittance, Sale Agent shall deliver to the Debtors a detailed Auction report. The report shall show the sale proceeds for each Asset and by secured creditor, the itemized Expenses, and the calculation of net proceeds and any rebate.
- **Timeline**: All Assets will be offered on an “AS-IS, WHERE-IS” basis, WITHOUT RESERVE (ALL ITEMS SELL TO THE HIGHEST AND LAST BIDDER REGARDLESS OF PRICE). Auction will occur no later than 60 days from the date of the Approval Order.³
- **Remittance**: “Net Proceeds” means Gross Proceeds, plus any rebate under Section 1(c) of the Asset Sale Agreement, less Expenses. Sale Agent shall remit all Net Proceeds to the Debtors in cleared funds by wire transfer. Payment is due upon the removal of all Assets from the Premises.

5. I have reviewed PMI’s records to determine whether there is any current or prior relationship with the Debtors or any known creditors of the Debtors. To the extent that I have been able to ascertain, PMI has no connection with the Debtors or with any known creditor of the Debtors. To the extent PMI discovers any connections, I will promptly supplement this disclosure.

6. Other than as disclosed herein, PMI holds no interest which is materially adverse to the interests of the estates. As such, to the best of my knowledge, PMI is a “disinterested person” as defined by 11 U.S.C. § 101(14).

7. There is no agreement or understanding between PMI and any other person or entity for the sharing of compensation received or to be received for services rendered by the Sale Agent in connection with these Chapter 11 Cases.

³ Capitalized terms used but not defined in this paragraph shall have the meanings ascribed to them in the Asset Sale Agreement. Any summary of any terms of the Asset Sale Agreement in this Declaration is qualified in its entirety by reference to the provisions of the Asset Sale Agreement. The Asset Sale Agreement will control in the event of any inconsistency between this Declaration and the Asset Sale Agreement.

I declare under penalty of perjury that, to the best of my knowledge, information, and belief, and after reasonable inquiry, the foregoing is true and correct.

Dated: October 9, 2026

By: /s/ Robert Brundage
Robert Brundage
Senior Account Executive
Plant & Machinery, LLC
1304 Langham Creek Drive, Suite 454
Houston, Texas 77084
Telephone: (713) 691-4401
robert@pmi-auction.com

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:

TM36, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 26-90386 (ARP)

(Jointly Administered)

ORDER GRANTING DEBTORS' EMERGENCY MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE SALE OF THE DEBTORS' EQUIPMENT BY PRIVATE SALE AND PUBLIC AUCTION FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES UNDER 11 U.S.C. § 363(F); (II) AUTHORIZING THE EMPLOYMENT OF PLANT & MACHINERY, LLC AND PPL GROUP, LLC AS SALE AGENT; AND (III) GRANTING RELATED RELIEF

(Relates to Doc. No. __)

The Court has considered the Debtors'² *Emergency Motion For Entry of an Order (I) Authorizing the Sale of the Debtors' Equipment By Private Sale and Public Auction Free and Clear of Liens, Claims, Interests, and Encumbrances Under 11 U.S.C § 363(f); (II) Authorizing the Employment of Plant & Machinery, LLC and PPL Group, LLC As Sale Agent, and (III) Granting Related Relief* (the "Motion"), the declaration of the Sale Agent attached thereto, and any responses thereto, and the argument and authority of counsel at the hearing on the Motion. The Court finds that notice of the Motion is proper and the Motion is well-founded and should be granted. Accordingly, it is hereby ORDERED that

¹ The Debtors in these chapter 11 cases, along with the last four digits of the Debtors' federal tax identification number, are TM36, LLC (5051), StopLoss Specialists, LLC (3801), StopLoss, LLC (8840), StopLoss Response Services, LLC (3350), and StopLoss Logistics, LLC (3569). The Debtors' service address is: 716 S. Frio Street, Suite 110, San Antonio, TX 78207.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion and/or the Asset Sale Agreement.

1. The Debtors are authorized to enter into and perform under the Asset Sale Agreement, attached to the Motion as **Exhibit 1**, and are further authorized to sell the Equipment listed on the Equipment List, attached to the *Notice of Filing of List of Recovered Equipment* [Docket No. 390], free and clear of all liens, claims, encumbrances, and interests pursuant to 11 U.S.C. § 363(f). Any lien, claim or encumbrance on the Equipment sold shall attach to the net proceeds of the sale with the same priority and validity as existed on such Equipment immediately prior to the sale.

2. Upon the consummation of the sale, all persons holding any lien, claim, or encumbrance against or in any of the Equipment of any kind or nature whatsoever, including all taxing authorities, are forever barred, estopped, and permanently enjoined from asserting, prosecuting or otherwise pursuing such lien, claim, interest or encumbrance against the purchaser of the respective Equipment.

3. All objections to, reservations of rights regarding, or other responses to the Motion or the relief requested therein or the entry of this Order, that have not been withdrawn, waived, or settled, or that have not otherwise been resolved pursuant to the terms hereof, are hereby denied and overruled on the merits with prejudice. Those parties who did not timely object to the Motion or the entry of this Order, or who withdrew their objections thereto, are deemed to have consented to the relief granted herein for all purposes, including without limitation, pursuant to section 363(f)(2) of the Bankruptcy Code.

4. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry hereof.

5. As provided in the Asset Sale Agreement, the Sale Agent is authorized to charge and retain the Buyer's Premium as its sole compensation. The Sale Agent shall not receive any

commission from the Debtors' share of sale proceeds. The Sale Agent is authorized to deduct Expenses from Gross Proceeds without further order of this Court, provided that Expenses shall not exceed \$30,000 absent the prior written approval of the Debtors' Chief Restructuring Officer. The Sale Agent shall pay the Debtors any rebate under the Asset Sale Agreement from the Buyer's Premium it collects. The Sale Agent shall remit all Net Proceeds to the Debtors in accordance with the Asset Sale Agreement.

6. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy local rules are satisfied by such notice.

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

8. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Signed: _____, 2026.

Honorable Alfredo R. Perez
United States Bankruptcy Judge