

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

In re:

BRIGHTMARK PLASTICS RENEWAL LLC,
et al.,¹

Debtors.

Chapter 11

Case No. 25-10472 (LSS)

(Jointly Administered)

Re: Docket Nos. 22, 85, 86, 105, 131, 168, 176, 179

**ORDER (I) APPROVING SALE OF SUBSTANTIALLY ALL OF THE
DEBTORS' ASSETS FREE AND CLEAR OF LIENS, ENCUMBRANCES,
CLAIMS, AND INTERESTS, (II) APPROVING THE ASSUMPTION
AND ASSIGNMENT OF DESIGNATED EXECUTORY CONTRACTS
AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF**

Upon consideration of the *Debtors' Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (B) Authorizing the Debtors to Designate One or More Stalking Horse Bidders and to Provide Bid Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling A Sale Hearing and Approving the Form and Manner of Notice Thereof and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. 22] (the "Motion") filed by the debtors and debtors-in-possession (the "Debtors") in the above-captioned chapter 11 cases (these "Chapter 11 Cases"); and the Court having entered the *Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (II) Authorizing the Debtors to Designate One or More*

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are: Brightmark Plastics Renewal LLC (7907); Brightmark Plastics Renewal Indiana LLC (7118); and Brightmark Plastics Renewal Services LLC (3789). The Debtors' headquarters are located at 1725 Montgomery St, Floor 3, San Francisco, CA 94111.

Stalking Horse Bidders and to Provide Bid Protections, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Scheduling A Sale Hearing and Approving the Form and Manner of Notice Thereof and (VI) Granting Related Relief [Docket No. 85] (the “Bidding Procedures Order”), on April 4, 2025, which, among other things, (i) approved the Bidding Procedures used in connection with the Sale, (ii) authorized the Debtors to designate a Stalking Horse Bidder, (iii) scheduled an Auction and a Sale Hearing, (iv) approved the Sale Notice, (v) authorized the Assumption and Assignment Procedures, (vi) approved the form and manner of notice to each relevant non-debtor counterparty to a Contract of (A) the Debtors’ calculation of Cure Costs and (B) the Assumption and Assignment Notice, and (vii) granted related relief; and the Debtors having solicited bids in accordance with the Bidding Procedures; and the Debtors having conducted the Auction in accordance with the Bidding Procedures on May 7, 2025; and the Court having conducted and concluded a hearing on May 9, 2025 beginning at 10:00 a.m. prevailing eastern time (the “Sale Hearing”), to consider the Motion, and the Court having determined that the bid of BRIGHTMARK PLASTICS ASHLEY HOLDCO LLC (the “Successful Bidder” or “Purchaser”) as being the highest and best Qualified Bid for the Purchased Assets as set forth in the asset purchase agreement (the “Asset Purchase Agreement”)² attached hereto as **Exhibit A**, entered into between the Debtors and the Successful Bidder, and which are the subject of this order (this “Sale Order”), and the Court having approved (i) the sale of the Purchased Assets under the Asset Purchase Agreement (the “Sale”) free and clear of all “Liens” (as defined in section 101(37) of title 11 of the United States Code (the “Bankruptcy Code”)), “Claims” (as defined in section 101(5) of the Bankruptcy Code) and other interests; and (ii) the assumption and assignment of certain executory contracts and unexpired leases; and all parties-in-interest having been heard, or having had the opportunity to be heard, regarding the Sale; this Court having found that proper and adequate notice of the Motion and the relief requested therein has been provided in accordance

² Capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Motion and Bidding Procedures Order

with the Bid Procedures Order, the Bankruptcy Rules and the Local Rules, and that, no further notice is necessary; and the Court having found and determined that entry of this Order is in the best interests of the Debtors, the Debtors' estates, their creditors and all other parties in interest; and upon the record of the Sale Hearing including the evidence adduced and the arguments for and against the Sale, and after due deliberation thereon, and good cause appearing therefor, this Court makes the following Findings of Fact and Conclusions of Law:

IT IS HEREBY FOUND AND DETERMINED THAT:³

A. **Bankruptcy Petitions.** On March 16, 2025 (the "Petition Date"), the Debtors commenced these Chapter 11 Cases by filing petitions for relief under chapter 11 of the Bankruptcy Code.

B. **Jurisdiction and Venue.** The Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a) 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 is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in this District and in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. **Final Order.** This Sale Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Time is of the essence in closing the Sale referenced herein, the Debtors and Purchaser intend to close the Sale as soon as practicable, and there is no just reason for delay in the implementation of this Sale Order. Specifically, the Sale must be approved and consummated promptly in order to preserve the viability of the business in the hands of the Purchaser as a going concern, and to maximize the value to the Debtors, their estates, their creditors, and all other parties-in-interest. Accordingly, there is cause to lift the stays contemplated by rules 6004(h) and 6006(d) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy

³ This Sale Order shall be deemed to incorporate all findings of fact and conclusions of law made on the record at the hearing for consideration of the entry of the Bidding Procedures Order and the Sale Hearing (as defined herein) pursuant to Bankruptcy Rule 7052. In addition, findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate pursuant to Bankruptcy Rule 7052.

Rules”). The Court finds that there is no just reason for delay in the implementation of this Sale Order, and expressly directs entry of judgment as set forth herein.

D. **Statutory Predicates**. The statutory predicates for the relief sought in the Sale Motion are sections 105, 363, 365, and 541 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, and 9008, and rules 2002-1 and 6004-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”).

E. **Notice**. As evidenced by the certifications of service [Docket Nos. 32, 61, 62, 102, 124, 129, 134, 138, 150] and publication [Docket No. 162] previously filed with the Court, and based on the representations of counsel at the Sale Hearing, proper, timely, adequate and sufficient notice of the Motion, the Asset Purchase Agreement, this Sale Order and the Sale Hearing, have been provided in accordance with the *Order Shortening and Limiting Notice with Respect to the Debtors’ Bid Procedures Motion* [Docket No. 44], the Bidding Procedures Order, sections 102(1), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006, 9007, 9008, and 9014, and Local Rules 2002-1 and 6004-1. Such notice was good and sufficient and appropriate under the particular circumstances and all known creditors of the Debtors and other parties-in-interest in these Chapter 11 Case were offered a reasonable opportunity to object and be heard. No other or further notice of the Motion, including, without limitation, the Asset Purchase Agreement, the assumption and assignment of the Purchased Contracts (as defined below) (and proposed Cure Costs related thereto), the Sale Hearing, or the entry of this Sale Order was or is necessary or shall be required.

F. As evidenced by the certification of service [Docket No. 129], the Assumption and Assignment Notice [Docket No. 105] has been provided to each of the counterparties (the “Counterparties”) to the contracts identified thereon, including the contracts which are being assumed and assigned to the Purchaser pursuant to the Asset Purchase Agreement and this Sale Order (the “Purchased Contracts”).

G. The service of the Assumption and Assignment Notice was sufficient under the circumstances and no further notice need be given in respect of assumption and assignment of the Purchased Contracts or the proposed Cure Costs related thereto, if any. The Counterparties to the Purchased Contracts have had a reasonable opportunity to object to the assignment and assumption of the Purchased Contracts and the associated Cure Costs.

H. **Opportunity to Object.** A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all creditors of the Debtors and other parties-in-interest in these Chapter 11 Cases, including, without limitation, the following: (i) the Consultation Parties; (ii) counsel to the DIP Lender and Bridge Lender; (iii) counsel to the Indenture Trustee; (iv) all persons and entities known by the Debtors to have asserted any lien, claim, interest, or encumbrance in the Assets (for whom identifying information and addresses are available to the Debtors); (v) all relevant non-debtor parties to any Contract that may be assumed or rejected in connection with the sale transaction; (vi) all of the Debtors' known creditors (for whom identifying information and addresses are available to the Debtor); (vii) any party that has filed a proof of claim in these Chapter 11 Cases; (viii) any governmental authority known to have a claim against the Debtors in these Chapter 11 Cases; (ix) the office of the U.S. Trustee; (x) all applicable federal, state, and local taxing authorities, including the Internal Revenue Service; (xi) the United States Securities and Exchange Commission; (xii) the United States Attorney's Office for the District of Delaware; (xiii) United States Attorney General's Office for the District of Delaware; (xiv) the Office of the Attorney General and the Secretary of State in each state in which the Debtors operate; (xv) the Antitrust Division of the United States Department of Justice; (xvi) the Federal Trade Commission; (xvii) all parties on the Debtors' creditor matrix; and (xviii) all of the parties entitled to notice pursuant to Bankruptcy Rule 2002.

I. **Title in the Purchased Assets.** The Purchased Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code.

J. **Extensive Efforts by the Debtors.** Contemporaneously with the commencement of these Chapter 11 Cases, the Debtors worked with their counsel and their investment banker to implement a process to pursue a transaction or transactions that would allow the Debtors to maximize value of the Purchased Assets. The Sale that is the subject of this Sale Order is the result of the Debtors' extensive efforts seeking to maximize recoveries to the Debtors' estates and for the benefit of all of their creditors.

K. **Business Justification.** The Debtors have demonstrated good, sufficient, and sound basis and compelling circumstances to sell the Purchased Assets to the Purchaser, and to assume and assign the Purchased Contracts to the Purchaser pursuant to the terms and conditions of the Asset Purchase Agreement. Such action is an appropriate exercise of the Debtors' business judgment and in the best interest of the Debtors, their estates, and their creditors. Such business reasons include, but are not limited to, the facts that (i) there is substantial risk of deterioration of the value of the Purchased Assets if the Sale is not consummated quickly given, among other reasons, that (a) the Approved Budget (as defined in the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing; (II) Granting Liens and Superpriority Administrative Expense Claims Subject to Certain Permitted Liens; (III) Granting Adequate Protection; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief* [Docket No. 26] (the "DIP Motion")) does not provide sufficient funds for the Debtors' continued business operations beyond May 18, 2025, and (b) the Debtors will be in breach of a DIP Milestone if the Sale is not consummated by May 18, 2025, which will allow the DIP Lender to declare an event of default pursuant to section 7.1 of the DIP Credit Agreement; (ii) the Successful Bid set forth in the Asset Purchase Agreement constitutes the highest or otherwise best offer for the Purchased Assets; (iii) the Asset Purchase Agreement and the Closing will present the best opportunity to realize the value of the Debtors' business on a going concern basis and avoid a decline and devaluation of the Debtors' business, and (iv) the Debtors do not have the funding to continue operations in the absence of the sale of the Purchased

Assets at this time. Entry of this Sale Order (and all provisions hereof) is a condition precedent to the Purchaser consummating its obligations under the Asset Purchase Agreement.

L. **Opportunity to Bid.** The Debtors and their professionals marketed the Purchased Assets appropriately and conducted the marketing and sale process (including the Auction) as set forth in the Motion in good faith without collusion and in accordance with the Bidding Procedures and the Bidding Procedures Order. The marketing process set forth in the Bidding Procedures and the Bidding Procedures Order was fair in substance and procedure and afforded a full and fair opportunity for any party to make a higher or otherwise better offer to purchase the Purchased Assets. Based upon the record of these proceedings, all creditors of the Debtors, other parties-in-interest in these Chapter 11 Cases, and all prospective bidders have been afforded a reasonable and fair opportunity to bid for the Purchased Assets.

M. **Auction.** The Debtors conducted an auction on May 7, 2025, for the Purchased Assets (the “Auction”). The Auction complied with the Bidding Procedures and the Bidding Procedures Order.

N. **Highest and Best Offer.** The total consideration provided by the Purchaser for the Purchased Assets, along with the assumption of liabilities by the Purchaser, maintaining the Debtors’ business as a going concern and providing employment to the Debtors’ employees, along with other factors noted by Court at the hearing, is the highest and best offer for the Purchased Assets received by the Debtors. The Debtors, the Purchaser, and their respective agents and representatives, have complied in all respects with the Bidding Procedures and Bidding Procedures Order. Part of the consideration provided by the Purchaser for the Purchased Assets is a credit bid pursuant to section 363(k) of the Bankruptcy Code. Purchaser was authorized to credit bid pursuant to the “Final DIP Order” [Docket No. 152, ¶ 22].

O. **Good Faith Purchaser.** The Asset Purchase Agreement and the Sale have been negotiated by the Debtors and the Purchaser, and their respective agents and representatives, in good faith, at arms’ length, and without collusion or fraud. The terms and conditions of the

Asset Purchase Agreement, including the consideration to be paid by the Purchaser to the Debtors pursuant to the Asset Purchase Agreement for the Purchased Assets identified in such agreement, are fair and reasonable and the Sale, including each part thereof with respect to the Purchaser, is in the best interest of the Debtors, their estates, and their creditors. The Purchaser is a “good faith purchaser” entitled to the full benefits and protections of section 363(m) of the Bankruptcy Code and any other applicable bankruptcy or non-bankruptcy law with respect to the sale and assignment of the Purchased Assets and Purchased Contracts that the Purchaser is acquiring pursuant to the Asset Purchase Agreement. The Purchaser complied with the Bid Procedures and all provisions of the Bidding Procedures Order. All payments to be made, and all other material agreements or arrangements entered into by Purchaser in connection with the Sale transaction have been disclosed.

P. The Asset Purchase Agreement and sale price were not controlled by an agreement between or among potential or actual bidders within the meaning of section 363(n) of the Bankruptcy Code. The Debtors and the Purchaser have not engaged in any conduct that would cause or permit the Asset Purchase Agreement to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. The Purchaser is entitled to all the protections and immunities of section 363(n) of the Bankruptcy Code.

Q. An injunction against creditors of the Debtors and third parties pursuing Liens, Claims, and Excluded Liabilities against the Purchaser is necessary to induce the Purchaser to close the Sale; the issuance of such an injunction is therefore necessary to avoid irreparable injury to the Debtors’ estates and will benefit all creditors of the Debtors.

R. The Purchaser has acted in good faith negotiating with the Debtors, submitting a bid, and participating in the Auction.

S. **Corporate Power and Authority.** Subject to the entry of this Sale Order, the Debtors have full corporate power and authority to execute and deliver the Asset Purchase Agreement and to perform all of its respective obligations thereunder, and the sale of the

Purchased Assets and assignment of the Purchased Contracts have been duly and validly authorized by all corporate authority necessary to consummate the Sale. No consents or approvals, other than as expressly provided for in the Asset Purchase Agreement and the entry of this Sale Order, are required by the Debtors to consummate the Sale.

T. **Transfer and Sale of Assumed Liabilities; Assumption and Assignment in Best Interest.** The transfer and sale of the Assumed Liabilities pursuant to the terms of the Asset Purchase Agreement and this Sale Order and the assumption of the Purchased Contracts by the Debtors and the assignment thereof to the Purchaser, as applicable, pursuant to the terms of the Asset Purchase Agreement and this Sale Order are integral to the Asset Purchase Agreement and in the best interest of the Debtors, their estates and their creditors, and represent the reasonable exercise of sound and prudent business judgment by the Debtors. Accordingly, such transfer and sale to the Purchaser and the assumption and assignment of the Purchased Contracts are reasonable, enhance the value of the Debtors' estates, and do not constitute unfair discrimination. As among the Debtors and the Purchaser, nothing in this Sale Order shall enlarge or restrict any obligations of the Debtors or the Purchaser under the Asset Purchase Agreement with respect to the Assumed Liabilities or the Purchased Contracts. Pursuant to section 365(f) of the Bankruptcy Code, no provision of any Purchased Contract that purports to prohibit, restrict, or condition the assignment of any such Purchased Contract in connection with the Sale shall have any force or effect.

U. **Cure/Adequate Assurance.** The Debtors have met all of the requirements of section 365(b) of the Bankruptcy Code for each of the Purchased Contracts. Through, among other things, the filing and service of the Assumption and Assignment Notice on April 9, 2025, and the certification of service with respect thereto, the Debtors have provided adequate assurance of cure of any default existing prior to the Closing Date under any of the Purchased Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, and provided adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from such default

under any of the Purchased Contracts within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. Pursuant to the Asset Purchase Agreement, the Purchaser and/or the Debtors, as applicable, are obligated to pay any and all Cure Costs with respect to the Purchased Contracts, in cash on the Closing Date in the amount specified on the Assumption and Assignment Notice, or in such other manner as agreed to by the Purchaser and the Counterparty to a Purchased Contract. Notwithstanding anything to the contrary, the [Purchaser's] payment of any Cure Costs shall not (i) be deemed a purchase price adjustment that reduces the overall consideration received by the Debtors' estates, or (ii) reduce the amount of the cash and contingent consideration that is otherwise payable by Purchaser under the Asset Purchase Agreement (as applicable). The Purchaser has provided adequate assurance of its future performance of and under the Purchased Contracts, within the meaning of section 365(b)(1)(C) and 365(b)(3) (to the extent applicable) of the Bankruptcy Code. The Counterparties were each given adequate notice and the opportunity to object to the Assumption and Assignment Notice and are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code; any such objection filed by a Counterparty that has not been withdrawn is hereby overruled. Except as expressly set forth in the Asset Purchase Agreement including with respect to the Assumed Liabilities, the Purchased Contracts will not subject the Purchaser to any liability whatsoever relating to any period prior to the Closing Date whether arising before or after such Closing Date, or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, on any theory of law or equity.

V. **Free and Clear.** The Debtors may sell the Purchased Assets free and clear of any (i) debts arising under, relating to, or in connection with any act of the Debtors or claims (including all "claims" as defined in section 101(5) of the Bankruptcy Code), liabilities, obligations, demands, guaranties, options, rights, contractual commitments, restrictions, restrictive covenants, covenants not to compete, rights to refunds, escheat obligations, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether

imposed by agreement, applicable law, equity, or otherwise (including, without limitation, rights with respect to claims and Encumbrances (defined below) (x) that purport to give to any party a right of setoff against, or a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase or repurchase right or option, or termination of, any of the Debtors' or Purchaser's interests in the Purchased Assets, or any similar rights, (y) in respect of taxes owed on behalf of, or otherwise payable, by the Debtors, including, but not limited to, sales, income, use, or any other type of tax, or (z) in respect of restrictions, rights of first refusal, charges, or interests of any kind or nature, if any, including, without limitation, any restriction of use, voting, transfer, receipt of income, or other exercise of any attributes of ownership) relating to, accruing, or arising any time prior to the Closing Date (all items listed in this clause (i), collectively, "Claims"), or (ii) liens (as defined in section 101(37) of the Bankruptcy Code), defenses (including rights of setoff), and interests, in each case, in, on, or related to the Purchased Assets, including security interests of whatever kind or nature, mortgages, conditional sales or title retention agreements, pledges, purchase options, rights of first refusal or offer, deeds of trust, hypothecations, mechanics' and materialman's liens, rights of way, assignments, preferences, debts, easements, charges, suits, licenses, options, rights of recovery, judgments, orders and decrees of any court or foreign or domestic governmental entity, taxes (including foreign, state, and local taxes), covenants, put options, title defects, or other survey defects of any kind, indentures, instruments, leases, options, off-sets, causes of action, contract rights, any restriction on or transfer or other assignment, as security or otherwise, of or relating to use, quiet enjoyment, voting, transfer, receipt of income or exercise of any other attribute of ownership, in each case to the fullest extent of the law, in each case, of any kind or nature in, on, or related to the Purchased Assets, known or unknown, whether prepetition or postpetition, secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non- material, statutory or non-statutory, matured or unmatured, legal or equitable, including

any and all such liabilities, causes of action, contract rights and claims arising out of the Debtors' continued operations following the Closing Date (all items listed in this clause (ii), collectively, "Encumbrances"), other than, in each case of clause (i) and (ii) above, the Assumed Liabilities.

W. Purchaser would not have entered into the Asset Purchase Agreement and would not consummate the transactions contemplated thereby if the Sale to Purchaser were not free and clear of all Claims and Encumbrances.

X. **Satisfaction of 363(f) Standards.** The Debtors may sell the Purchased Assets free and clear of any Claims or Encumbrances of any kind or nature whatsoever (other than the Assumed Liabilities) because, in each case, one or more of the standards set forth in sections 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Each entity with an Encumbrance in the Purchased Assets to be transferred on the Closing Date: (i) has, subject to the terms and conditions of this Sale Order, consented to the Sale or is deemed to have consented to the Sale; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Encumbrance; or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders of such Encumbrances who did not timely object, or withdrew their objections to the Motion, are deemed, subject to the terms of this Sale Order, to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All holders of Claims and Encumbrances (other than the Assumed Liabilities) are adequately protected by having their Encumbrances attach to the sale proceeds received by the Debtors (if any) that are ultimately attributable to the property against or in which such Encumbrances are asserted, subject to the terms of such Encumbrances, with the same validity, force, and effect, and in the same order of priority, which such Encumbrances now have against the Purchased Assets or their sale proceeds (if any) subject to any rights, claims, and defenses the Debtors or their estates, as applicable, may possess with respect thereto.

Y. **No Successor Liability.** The transactions contemplated under the Asset Purchase Agreement do not amount to a consolidation, merger, or de facto merger of the Purchaser with the Debtors and/or the Debtors' estates, there is not substantial continuity between the Debtors and

the Purchaser, there is no common identity between the Debtors and the Purchaser, there is no continuity of enterprise between the Debtors and the Purchaser, the Purchaser is not a mere continuation of the Debtors or their estates, and the Purchaser does not constitute a successor to the Debtors or their estates in any way. The Purchaser would not have acquired the Purchased Assets but for the foregoing protections against potential claims based upon “successor liability” or similar theories.

Z. **No Fraudulent Transfer.** The Sale is not for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia. Neither the Debtors nor the Purchaser have entered into the Asset Purchase Agreement or are consummating the Sale with any fraudulent or otherwise improper purpose.

AA. **Fair Consideration.** The consideration provided for by the Purchaser for the Purchased Assets indicated in the Asset Purchase Agreement constitutes reasonably equivalent value and fair consideration (as those terms are defined in each of the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, section 548 of the Bankruptcy Code or any similar state or federal law), and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia.

BB. **Compliance with Bankruptcy Code.** The consummation of the Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including without limitation sections 105(a), 363(b), 363(f), 363(k), 363(m), 365(b) and 365(f) of the Bankruptcy Code and all of the applicable requirements of such sections have been or will be complied with in respect to the Sale as of the Closing Date.

CC. **Sale Transactions Not a Sub Rosa Plan.** The sale and assignment of the Purchased Assets and Assumed Liabilities, as applicable, outside of a plan of reorganization pursuant to the Asset Purchase Agreement neither impermissibly restructures the rights of the

Debtors' creditors nor impermissibly dictates the terms of a liquidating plan of reorganization for the Debtors. The Sale does not constitute a *sub rosa* chapter 11 plan.

DD. The Sale contemplated by the Asset Purchase Agreement is in the best interest of the Debtors, their estates, their creditors, interest holders and all other parties-in-interest in these Chapter 11 Case.

EE. **Waiver of Bankruptcy Rules 6004 and 6006.** The sale of the Purchased Assets must be approved and consummated promptly to preserve and maximize the value of the Purchased Assets. Time, therefore, is of the essence in effectuating the Asset Purchase Agreement. As such, the Debtors and the Purchaser intend to close the sale of the Purchased Assets and will be acting in good faith, pursuant to section 363(m) of the Bankruptcy Code, in closing the Sale contemplated by the Asset Purchase Agreement after the entry of this Order within the time constraints set forth in the Asset Purchase Agreement. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Asset Purchase Agreement. Accordingly, cause has been shown as to why this Order should not be subject to any stay, including, without limitation, as provided by Bankruptcy Rules 6004(h) and 6006(d).

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. **Relief Granted.** The relief requested in the Motion is hereby granted in its entirety.
2. **Objections Overruled.** All objections and responses to the Motion, this Sale Order, or the relief granted herein (including all reservations of rights included therein) that have not been overruled, withdrawn, waived, settled, or otherwise resolved, are hereby overruled and denied on the merits with prejudice.
3. **Notice.** Notice of the Motion, the Auction, the assumption and assignment of the Purchased Contracts (including proposed Cure Costs related thereto), the Sale Hearing, and the Sale was reasonable, sufficient, fair and equitable under the circumstances and complied in all respects with the Bidding Procedures, sections 102(1), 363, and 365 of the Bankruptcy Code,

Bankruptcy Rules 2002, 6004, 6006, 9006, 9007, 9008, and 9014, and Local Rules 2002-1 and 6004-1.

4. **Prior Findings of Fact and Conclusions of Law.** The Court's findings of fact and conclusions of law in the Bidding Procedures Order shall remain in full force and effect.

5. **Approval.** The Asset Purchase Agreement and all ancillary documents related thereto are hereby approved and authorized in all respects and shall be deemed in full force and effect, and the Debtors and the Purchaser are hereby authorized, empowered, and directed to fully perform under, consummate, and implement the terms of the Asset Purchase Agreement and to execute, deliver, and perform under, any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Asset Purchase Agreement and this Sale Order, including, without limitation, deeds, assignments, patents, stock powers, transfers of membership interests and other instruments of transfer, and to take all further actions as may reasonably be requested by the Debtors or the Purchaser, as applicable, for the purpose of assigning, transferring, granting, conveying, and conferring to the Purchaser or reducing to possession any or all of the Purchased Assets, as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Asset Purchase Agreement, without any further corporate action or orders of the Court. The Purchaser is hereby authorized to take any action and enter into any documentation necessary to implement the Sale, or any related transactions and ancillary agreements, for closing of the Sale ("Closing") to occur and to allow the Sale to be consummated.

6. **Good Faith.** The Purchaser is a good faith purchaser of the Purchased Assets set forth in the Asset Purchase Agreement and is hereby granted and entitled to all of the protections provided to a good faith purchaser under section 363(m) of the Bankruptcy Code. Pursuant to section 363(m) of the Bankruptcy Code, neither the reversal nor modification on appeal of this Sale Order under section 363(b) or (c) of the Bankruptcy Code shall affect the validity of the sale of the Purchased Assets under this Sale Order to the Purchaser, which purchased the Purchased

Assets in good faith, whether or not the Purchaser knew of the pendency of the appeal unless this Sale Order and the sale of the Purchased Assets were stayed pending appeal prior to Closing.

7. **Section 363(n) of the Bankruptcy Code.** The Sale approved by this Sale Order is not subject to avoidance or any recovery or damages pursuant to section 363(n) or any other section of the Bankruptcy Code.

8. **Documentation.** The Debtors are authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units, any and all certificates, agreements, or amendments necessary or appropriate to effectuate the Sale contemplated by the Asset Purchase Agreement, any related agreements, and this Sale Order, including amended and restated certificates or articles of incorporation, 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, and all such officials are hereby authorized to accept the foregoing. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act.

9. **Cooperation.** The Debtors are hereby authorized and directed to cooperate with the Purchaser as reasonably requested by the Purchaser and take all actions and execute all documents which the Purchaser reasonably and in good faith determines is necessary or desirable to ensure that the Sale related to the Purchaser is consummated in accordance with the Asset Purchase Agreement, and the Debtors are authorized to make such modifications or supplements reasonably acceptable to the Debtors and the Purchaser to any bill of sale or other document or instrument executed or to be executed in connection with the Closing to the Purchaser to facilitate such consummation as contemplated by the Asset Purchase Agreement.

10. **Duty to Close.** Neither the Debtors nor the Purchaser shall have any obligation to proceed with the Closing to the Purchaser until all conditions precedent to its respective obligations

to proceed have been met, satisfied or waived in accordance with the terms of the Asset Purchase Agreement.

11. **Valid Transfer.** Effective as of the Closing of the Sale and with respect to the Sale, (i) the sale and assignment of the Purchased Assets and the Purchased Contracts, as applicable, by the Debtors to the Purchaser pursuant to the terms of the Asset Purchase Agreement shall constitute a legal, valid and effective transfer of the Purchased Assets and the Purchased Contracts, as applicable, notwithstanding any requirement for approval or consent by any person, and shall vest the Purchaser with all right, title, and interest of the Debtors in and to the Purchased Assets and Purchased Contracts, free and clear of all Liens, Claims, and Excluded Liabilities, as applicable (other than the Assumed Liabilities, as applicable) pursuant to section 363(f) of the Bankruptcy Code, and (ii) the assumption of the Purchased Contracts and all Assumed Liabilities by the Purchaser constitutes a legal, valid, and effective assignment and delegation of any and all obligations, liabilities, and claims in respect thereof to the Purchaser and, other than to the extent expressly provided in this Sale Order and/or constituting Excluded Liabilities under the Asset Purchase Agreement, as applicable, divests the Debtors of all right, title and interest in, and all obligations and liability with respect to, the Purchased Contracts and such Assumed Liabilities. Upon the occurrence of the Closing, this Sale Order shall be considered and constitute, for any and all purposes, a full and complete general assignment, conveyance, and transfer of the Purchased Assets (including the Purchased Contracts, as applicable) to the Purchaser pursuant to the Asset Purchase Agreement and/or a bill of sale or assignment transferring indefeasible right, title and interest in the Purchased Assets set forth in the Asset Purchase Agreement, including the Purchased Contracts, as applicable, and all other rights and interests associated with or appurtenant to the Purchased Assets, including, without limitation, warranty rights, intellectual property rights (including, without limitation, rights to all associated patents, regulatory approvals, permits, and registrations) and other non-executory contract rights, to the Purchaser all to the extent set forth in the Asset Purchase Agreement.

12. **Free and Clear.** Except to the extent specifically provided in the Asset Purchase Agreement or this Sale Order, upon the occurrence of a Closing under the Asset Purchase Agreement, the Debtors shall be, and hereby are, authorized, empowered, and directed, pursuant to sections 105, 363(b) and 363(f) of the Bankruptcy Code, to sell, assign, convey, and transfer the Purchased Assets under the Asset Purchase Agreement to the Purchaser and assign the Purchased Contracts to the Purchaser, as applicable. Except, and solely, to the extent specifically provided in the Asset Purchase Agreement or this Sale Order, the sale and assignment of the Purchased Assets and the assignment of the Purchased Contracts, as applicable, to the Purchaser pursuant to the Asset Purchase Agreement vests the Purchaser with all right, title and interest of the Debtors in and to its Purchased Assets, free and clear of any and all Liens, Claims, Excluded Liabilities, as applicable, and other liabilities of any kind or nature whatsoever (except for Assumed Liabilities, as applicable), whether known or unknown as of the Closing Date, now existing or hereafter arising, legal or equitable, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity, or otherwise, with all such Liens, Claims and Excluded Liabilities, to attach to the proceeds of the sale and assignment of the Purchased Assets with the same priority, validity, force, and effect as they now have in or against the Purchased Assets. The Motion shall be deemed to have provided sufficient notice as to the sale and assignment of the Purchased Assets free and clear of all Liens, Claims and Excluded Liabilities. After the Closing, no holder of any Lien or Claim on any of the Purchased Assets subject to such Closing may interfere with the Purchaser's enjoyment of the Purchased Assets, as applicable, based on or related to such Lien or Claim, or any actions that the Debtors may take or fail to take in its Chapter 11 Case.

13. The provisions of this Sale Order authorizing the sale and assignment of the Purchased Assets free and clear of Liens, Claims, and Excluded Liabilities (other than Assumed Liabilities), as applicable, shall be self-executing, and none of 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, and implement the provisions of this Sale Order.

14. With regard to the forms of, timing of, and other terms concerning the consideration to be provided by the Purchaser to the Debtors as set forth in the Asset Purchase Agreement, the Purchaser is directed to comply with its respective obligations thereunder, and the Debtors, any liquidating trustee appointed in these Chapter 11 Cases, and their successors and assigns, are hereby authorized to enforce all such provisions. As further set forth in paragraph 47 hereof, the Court shall retain jurisdiction with regard to any and all issues, disputes, controversies, causes of action, and/or claims with regard to, or arising under, such provisions, including, without limitation, the enforcement thereof.

15. **Authorization to Creditors.** On and after the Closing Date, each of the Debtors' applicable creditors are authorized to execute such documents and take all other actions as may be reasonably necessary to release its Liens, if any, in the Purchased Assets subject to the Sale, as such Liens may otherwise exist. If any person or entity that has filed financing statements, mortgages, mechanics liens, *lis pendens* or other documents, instruments, notices or agreements evidencing any Lien against or in the Purchased Assets shall not have delivered to the Debtors before such 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 Purchased Assets subject to such Sale, then with regard to the Purchased Assets, (i) each of the Debtors and the Purchaser is authorized and directed to execute and file such termination statements, releases, instruments of satisfaction or other documents on behalf of the person or entity with respect to the Purchased Assets and (ii) each of the Debtors or the Purchaser, as applicable, is authorized and directed to file, register or otherwise record a certified copy of this Sale Order which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Liens against the Purchased Assets.

16. **Authorization to Government Agencies.** Each and every Governmental Authority, filing agent, filing officer, title agent, recording agency, governmental department, secretary of state, federal, state, and local official, and any other persons and entities who 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 or who may be required to report or insure any title in or to the Purchased Assets, are hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Sale contemplated by the Asset Purchase Agreement or this Sale Order. All such entities described above in this paragraph are authorized to strike all recorded Liens against the Purchased Assets from their records, official and otherwise in connection with the Closing of the Sale.

17. **Direction to Surrender Possession or Control.** All persons or entities, presently or on or after the Closing Date, in possession or control of some or all of the Purchased Assets subject to a Sale, are authorized to surrender possession or control of the Purchased Assets to the Purchaser on the Closing Date of the Sale or at such time thereafter as the Purchaser may request.

18. **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 applicable Closing Date, to operate under 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 Authority or pursuant to any law (a "Governmental Authorization"), rights granted in respect of Intellectual Property Assignment Agreements, if any, or other Intellectual Property, if any, constituting part of the Purchased Assets, any other license, permit, registration, and any other governmental approval of the Debtors with respect to the Purchased Assets and the Purchased Contracts, as applicable, and all such licenses, permits, registrations, and Governmental Authorizations, Intellectual Property (as defined in the Asset Purchase Agreement), and any other approvals are deemed to have been, and hereby are, directed to be transferred to the Purchaser as of the Closing Date. To the extent any license or

permit necessary for the operation of the business of the Debtors that is on the Purchased Assets list is determined not to be an executory contract assumable and assignable 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 the Debtors are hereby authorized and directed to use commercially reasonable efforts to cooperate with the Purchaser in connection with any such application as the Purchaser deems reasonably necessary or desirable, subject to the provisions of the Asset Purchase Agreement.

19. To the extent provided by section 525 of the Bankruptcy Code, no Governmental Authority may revoke or suspend any Governmental Authorization or other approval, permit, or license relating to the operation of the Purchased Assets sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of these Chapter 11 Case or the consummation of the Sale.

20. **No Successor Liability.** Except as is expressly set forth in the Asset Purchase Agreement or this Sale Order, the Purchaser and/or any of its affiliates, predecessors, successors, assigns, members, partners, directors, officers, principals and shareholders (or equivalent) are not and shall not be (i) deemed a “successor” in any respect to the Debtors and their estates as a result of the consummation of the Sale contemplated by the Asset Purchase Agreement or any other event occurring in these Chapter 11 Cases under any theory of law or equity (other than with respect to Assumed Liabilities assumed by the Purchaser under the Asset Purchase Agreement), (ii) deemed to have, *de facto* or otherwise, merged or consolidated with or into the Debtors or their estates, (iii) deemed to have a common identity with the Debtors, (iv) deemed to have a continuity of enterprise with the Debtors, or (v) deemed to be a continuation or substantial continuation of the Debtors or any enterprise of the Debtors. Except for the Assumed Liabilities, as applicable, or as otherwise expressly provided in this Sale Order and/or the Asset Purchase Agreement, the transfer of the Purchased Assets and the Purchased Contracts, as applicable, to the Purchaser under the Asset Purchase Agreement shall not result in the Purchaser or its affiliates, predecessors,

successors, assigns, members, partners, directors, officers, or principals and shareholders (or equivalent) (i) having any liability or responsibility for any Claim against the Debtors or against an insider of the Debtors (including, without limitation, for any Excluded Liabilities, as applicable), (ii) 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, or otherwise, directly or indirectly, any Lien or Excluded Liability, as applicable, or (iii) having any liability or responsibility to the Debtors, including in the case of each of the foregoing (i) through (iii), without limitation (x) within the meaning of any foreign, federal, state, or local revenue law, pension law, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the WARN Act (29 U.S.C. §§ 2101, *et seq.*) (“WARN”), Comprehensive Environmental Response Compensation and Liability Act (“CERCLA”), the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the Federal Rehabilitation Act of 1973 (as amended), the National Labor Relations Act (29 U.S.C. § 151, *et seq.*) or (y) in respect of (i) any environmental liabilities, debts, claims, or obligations arising from conditions first existing on or prior to the Closing Date (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under CERCLA, (ii) any liabilities, penalties, costs, debts, or obligations of or required to be paid by the Debtors for any taxes of any kind for any period, labor, employment, or other law, rule, or regulation (including, without limitation, filing requirements under any such laws, rules, or regulations), (iii) any products liability law or doctrine with respect to the Debtors’ liability under such law, rule, or regulation or doctrine or (iv) any consumer protection law or doctrine with respect to the Debtors’ liability under such law, rule or regulation or doctrine, including, without limitation, any liabilities, penalties, costs, debts, or obligations imposed by the Federal Trade Commission and/or Bureau of Consumer Protection required to be paid by the Debtors. The Purchaser shall not assume, nor be deemed to assume, or in any way be responsible for any liability

or obligation described in the foregoing sentence (other than with respect to Assumed Liabilities, as applicable).

21. Without limiting the generality, effect, or scope of the foregoing, as a result of the Closing of the Sale to the Purchaser, the Purchaser, and/or any of its affiliates, predecessors, successors, assigns, members, partners, directors, officers, principals and shareholders (or equivalent) shall, on and following the Closing Date, have no successor or vicarious liabilities of any kind or character, including, without limitation, any theory of antitrust, environmental, transferee liability, continuity of enterprise, mere continuation, labor law, bulk sales law, employment or benefits law, alter ego, veil piercing, escheat, *de facto* merger or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether legal or equitable, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity, or otherwise with respect to the Debtors or any obligations of the Debtors relating to the period prior to the Closing Date whether arising before or after such Closing Date, including, without limitation, (i) United States or foreign pension liabilities or liabilities on account of any federal, state, or other taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to, calculated or determined with respect to, or based in whole or in any part upon the operation of the Purchased Assets or the Purchased Contracts, as applicable, on or prior to such Closing Date, or (ii) any taxes in connection with, or in any way related to, the cancellation of debt of the Debtors.

22. **Injunction.** Subject to paragraph 41, and except to the extent expressly included in the Assumed Liabilities, as applicable, all persons and entities, including, but not limited to, the Debtors, their employees, their former employees, all debt security holders, equity holders, licensors, administrative agencies, governmental units (as defined in section 101(27) of the Bankruptcy Code), tax and regulatory authorities, secretaries of state, federal, state, and local officials, lenders, contract parties, bidders, lessors, other parties-in-possession of any of the Purchased Assets at any time, trade creditors, holders of rejection damages claims, and all other

creditors holding any Liens, Claims, or Excluded Liabilities of any kind or nature whatsoever against or in the Debtors or in the Debtors' interests in the Purchased Assets (whether known or unknown as of the Closing Date, now existing or hereafter arising, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity, or otherwise), arising under or out of, in connection with, or in any way relating to, the Debtors, the Purchased Assets, the Purchased Contracts, the operation of the Debtors' business, on or prior to the Closing Date, the Sale (other than the Purchaser's obligations under this Sale Order and the Asset Purchase Agreement, and all other ancillary agreements, documents or instruments entered into in connection with the Asset Purchase Agreement), or the transfer of the Purchased Assets or the Purchased Contracts, as applicable, to the Purchaser shall be and hereby are forever barred, estopped, and permanently enjoined from asserting, prosecuting, commencing, continuing, or otherwise pursuing in any manner any action, claim or other proceeding of any kind, directly or indirectly, against the Purchaser, and/or any of their respective affiliates, predecessors, successors, or assigns or any of their respective current and former members, officers, directors, managed funds, investment advisors, attorneys, employees, partners, principals, affiliates, shareholders (or equivalent), financial advisors and representatives (each of the foregoing in its individual capacity), their property or the applicable Purchased Assets that relate to pre-Closing Liens, Claims, or Excluded Liabilities. In connection with the foregoing, actions that are barred hereby include, without limitation: (i) the commencement or continuation of any action or other proceeding, (ii) the enforcement, attachment, collection, or recovery of any judgment, award, decree or order, (iii) the creation, perfection, or enforcement of any Lien, Claim, interest, or encumbrance, (iv) subject to applicable law, the assertion of any right of setoff, subrogation, recoupment, reversion, assignment, or specific performance of any kind, (v) the commencement or continuation of any action that does not comply with, or is inconsistent with, the provisions of this Sale Order, any actions contemplated or taken in respect hereof, or the Asset Purchase Agreement, and (vi) the revocation,

termination, failure, or refusal to renew any Governmental Authorization or other license, permit, registration, or governmental authorization or approval to operate any of the Purchased Assets or conduct the businesses associated with the Purchased Assets. Following the Closing Date, no Person that was the holder of a Lien on, in, or against any of Purchased Assets prior to the Closing Date shall interfere with the Purchaser's title to, license of, or use and enjoyment of the Purchased Assets based on or related to such Lien, or any actions that the Debtors may take in these Chapter 11 Case.

23. **No Bulk Sales; No Brokers.** No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale or the other transactions contemplated by the Asset Purchase Agreement or this Sale Order. The Purchaser is not and will not become obligated to pay any fee or commission or like payment to any broker, finder, or financial advisor as a result of the consummation of the Sale or any other transactions contemplated by the Asset Purchase Agreement or this Sale Order based upon any arrangement made by or on behalf of the Debtors.

24. **Fees and Expenses.** Any amounts payable or otherwise reimbursable by the Debtors under the Asset Purchase Agreement (if applicable) or any of the documents delivered by the Debtors in connection with the Asset Purchase Agreement, including without limitation any allowed claims for breach thereof, shall be paid under the terms of and in the manner provided in the Asset Purchase Agreement without further order of the Court, as an allowed administrative claim in an amount equal to such payment in accordance with sections 503(b) and 507(a)(2) of the Bankruptcy Code.

25. **Assumption and Assignment of Purchased Contracts.** Under sections 105(a), 363 and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing, the Debtors' assumption of the Purchased Contracts and assignment thereof to the Purchaser, free and clear of all Liens, Claims, and Excluded Liabilities (other than Assumed Liabilities) pursuant to the terms set forth in the Asset Purchase Agreement is hereby approved, and the requirements of sections 365(b)(1) and 365(f)(2) (including section 365(b)(3) to the extent applicable) of the

Bankruptcy Code with respect thereto are hereby deemed satisfied. Each of the Counterparties is hereby forever barred, estopped, and permanently enjoined from raising or asserting against the Debtors or the property of any of the Debtors or the Purchaser, any assignment fee, default, breach, claim, pecuniary loss, liability, or obligation (whether known or unknown as of the Closing Date, now existing or hereafter arising, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity, or otherwise) arising under or out of, in connection with, or in any way related to the Purchased Contracts existing as of the Closing Date or arising by reason of the assumption, assignment, and/or Closing except to the extent constituting an Excluded Liability under the Asset Purchase Agreement (other than the Assumed Liabilities). Notwithstanding the foregoing, pursuant to the terms of the Asset Purchase Agreement, the Purchaser shall be liable for all obligations and liabilities arising after and relating to the period following the Closing Date under the Purchased Contracts, all of which shall constitute Assumed Liabilities, and the Debtors shall not be liable for any such obligations or liabilities.

26. Each of the Purchased Contracts shall be deemed to be valid and binding and in full force and effect and enforceable in accordance with its terms as of the date of this Sale Order, subject to any amendments or modifications agreed to between a Counterparty and the Purchaser. Upon Closing (or, with respect to a Disputed Contract (defined below), the date on which such Disputed Contract becomes a Purchased Contract), in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested with all right, title and interest of the Debtors under the applicable Purchased Contracts. The assignment of each of the Purchased Contracts is deemed to be made in good faith under, and is entitled to the protections of, section 363(m) of the Bankruptcy Code.

27. **Adequate Assurance.** The Purchaser has provided adequate assurance of its future performance under the relevant Purchased Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code (including section 365(b)(3) to the extent applicable).

All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of the Purchased Contracts have been satisfied.

28. **Anti-Assignment Provisions Unenforceable.** No sections or provisions of the Purchased Contracts that purport to (i) prohibit, restrict, or condition the Debtors' assignment of the Purchased Contracts, including, but not limited to, the conditioning of such assignment on the consent of the Counterparties; (ii) authorize the termination, cancellation, or modification of the Purchased Contracts based on the filing of a bankruptcy case, the financial condition of the Debtors or similar circumstances; (iii) declare a breach or default as a result of a change in control in respect of the Debtors; or (iv) provide for additional payments, penalties, conditions, renewals, extensions, charges, or other financial accommodations in favor of a non-Debtor third party to such Purchased Contracts, or modification of any term or condition upon the assignment of a Purchased Contract or the occurrence of the conditions set forth in subsection (ii) above, shall have any force and effect, and such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under section 365(e) of the Bankruptcy Code in connection with the Closing of the Sale. The entry of this Sale Order constitutes the consent of the Counterparties to the assumption and assignment of such agreements without the necessity of obtaining such party's consent, written or otherwise, to such assumption or assignment. All Purchased Contracts shall remain in full force and effect, without existing default(s), subject only to payment of the applicable Cure Costs in accordance with the Asset Purchase Agreement, and to any amendments or modifications agreed to between a Counterparty and the Purchaser.

29. **No Fees for Assumption and Assignment.** Other than Assumed Liabilities, there shall be no rent accelerations, penalties, assignment fees, increases or any other fees charged to the Purchaser, its successors or assigns, or the Debtors as a result of the assumption and assignment of the Purchased Contracts.

30. **Cure Costs.** Payment of the Cure Costs as set forth on the Assumption and Assignment Notice (or such other amount or such other terms as may be agreed to by the Purchaser and the Counterparties to the applicable Purchased Contract) in accordance with the Asset Purchase Agreement is hereby authorized and directed. All defaults or other obligations shall be deemed cured and shall no longer exist upon the payment or other satisfaction by the Debtors of such Cure Costs against which no timely objections have been properly filed and served (or if filed and served, overruled) in accordance with the Assumption and Assignment Notice (or such other amount or such other terms as may be agreed to by the Purchaser and the Counterparties to the applicable Purchased Contract or otherwise ordered by the Court) and, for the avoidance of doubt, no Counterparty shall be entitled to a claim against any of the Debtors or the Debtors' estates for any such default. Except for the Cure Costs for Purchased Contracts set forth on the Assumption and Assignment Notice that was filed and served in accordance with the Assumption and Assignment Procedures (or such other amount as may be agreed to by the Purchaser and the Counterparties to the applicable Purchased Contract or otherwise ordered by the Court), there are no defaults existing under the Purchased Contracts, nor shall there exist any event or condition existing on the Closing Date which, with the passage of time or giving of notice, or both, would constitute such a default.

31. **Notice of Assumption and Assignment.** In accordance with the Assumption and Assignment Procedures, the Debtors have served the Assumption and Assignment Notice that the Debtors have filed with the Court on all of the Counterparties identified on the schedule attached thereto. The schedule to the Assumption and Assignment Notice included (i) the title of the Purchased Contract, (ii) the name of the counterparty to the Purchased Contract, (iii) any applicable Cure Costs, (iv) a notice that each Purchased Contract may be assumed by the Debtors and assigned to the Successful Bidder submitting the highest or otherwise best bid for the Debtors' assets, and (v) the deadline by which any Counterparty must file an objection to the proposed assumption and assignment. No other or further notice is required.

32. Any Counterparty to a Purchased Contract that has not timely filed and served an objection in accordance with the Assumption and Assignment Procedures shall be barred from objecting, or asserting monetary or non-monetary defaults, with respect to any such Purchased Contract, and such Purchased Contract shall be deemed assumed by the Debtors and assigned to the Purchaser on the Closing Date pursuant to this Sale Order.

33. The Assumption and Assignment Notice may be supplemented or revised by the Purchaser prior to the date of the Closing (or, with respect to Disputed Contracts (defined below), such later date to the extent set forth in this Sale Order). Any Contracts that are not set forth on the Assumption and Assignment Notice shall be deemed to be an Excluded Asset.

34. In the event of an objection by the Counterparty to the Cure Costs asserted by the Debtors with regard to any Contract (such contract, a “Disputed Contract”), the Debtors, with the consent of Purchaser, shall either settle the objection of such party or shall litigate such objection under procedures as the Bankruptcy Court shall approve. In no event shall any Debtors settle a Cure Costs objection with regard to any Purchased Contract without the express written consent of Purchaser (with an email consent being sufficient). In the event that a dispute regarding the Cure Costs with respect to a Contract has not been resolved as of the Closing Date, the Debtors and Purchaser shall nonetheless remain obligated to consummate the transactions contemplated by the Asset Purchase Agreement. Upon entry of an order of this Court determining any Cure Costs regarding any Disputed Contract after the Closing (a “Disputed Contract Order”), Purchaser shall have the option to designate such Disputed Contract as an Excluded Asset (regardless of whether such Disputed Contract was set forth on the Assigned Contract Schedule, in which case, for the avoidance of doubt, Purchaser shall not assume the Disputed Contract and shall not be responsible for the Cure Costs (if any) associated with such Disputed Contract, other than administrative expenses under such Contract); *provided, however*, that if Purchaser does not designate such Disputed Contract as an Excluded Asset within five (5) days after the date of the Disputed Contract Order (or such later date as agreed by the Debtors and the Purchaser), such Disputed Contract shall

automatically be deemed to be a Purchased Contract for all purposes under this Sale Order and the Asset Purchase Agreement and the Purchaser shall be obligated to pay any Cure Costs associated with such Disputed Contract within five (5) Business Days of such Disputed Contract being deemed a Purchased Contract.

35. If at any time, prior to the earlier of confirmation of a plan in these Chapter 11 Cases or entry or an order dismissing these Chapter 11 Cases, it is discovered that a Contract material to the operation of the Business should have been listed on the Sellers' Schedule, but was not so listed (any such Contract, a "Previously Omitted Contract"), the Debtors shall, promptly following the discovery thereof (but in no event later than five (5) Business Days following the discovery thereof), notify the Purchaser in writing of such Previously Omitted Contract and provide the Purchaser with a copy of such Previously Omitted Contract and the Cure Cost (if any) in respect thereof. If the Purchaser elects for such Previously Omitted Contract to be a Purchased Contract, then the Purchaser shall thereafter deliver written notice to the Debtors, no later than five (5) Business Days following such notice of such Previously Omitted Contract from the Debtors. Failure of the Purchaser to designate such Previously Omitted Contract as a Purchased Contract within the time set forth above shall result in such Previously Omitted Contract being deemed an Excluded Asset.

36. If the Purchaser elects for a Previously Omitted Contract to be a Purchased Contract in accordance with the Asset Purchase Agreement, the Debtors shall file and serve an Assumption and Assignment Notice on the Counterparty to such Previously Omitted Contract notifying such Counterparty of the Debtors' intention to assume and assign to the Purchaser such Previously Omitted Contract, including the proposed Cure Cost (if any). Such notice shall provide such Counterparty an opportunity to object, in accordance with the Assumption and Assignment Procedures, to the assumption and assignment of its Contract. If such Counterparty, the Debtors, and the Purchaser are unable to reach a consensual resolution with respect to the objection, the Debtors will seek an expedited hearing before the Court to seek approval of the assumption and

assignment of such Previously Omitted Contract. If the Court enters an order authorizing assumption and assignment of a Previously Omitted Contract pursuant to section 365 of the Bankruptcy Code, then such Previously Omitted Contract shall be deemed a Purchased Contract and assumed by the Debtors and assigned to the Purchaser pursuant to the Sale Order or such other order, as applicable, and the Purchaser shall promptly pay all Cure Costs associated with such Purchased Contract. If no objection is timely filed and served on the Debtors and the Purchaser, then such Previously Omitted Contract shall be deemed a Purchased Contract and assumed by the Debtors and assigned to the Purchaser pursuant to this Sale Order or such other order, as applicable, and the Purchaser shall promptly pay all Cure Costs associated with such Purchased Contract.

37. **Direction to Counterparties.** All Counterparties shall cooperate and expeditiously execute and deliver, upon the reasonable request of the Debtors, any instruments, applications, consents, or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the Sale involving the Purchaser.

38. Nothing in this Sale Order, the Motion, the Assumption and Assignment Notice, or any notice or any other document is or shall be deemed an admission by the Debtors that any contract is an executory contract or, unless otherwise specified in the Asset Purchase Agreement, must be assumed and assigned pursuant to the Asset Purchase Agreement, in order to consummate the Sale.

39. **Failure to Specify Provisions.** The failure specifically to include any particular provisions of the Asset Purchase Agreement or any related agreements in this Sale 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 and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Sale Order. Likewise, all of the provisions of this Sale Order are non-severable and mutually dependent.

40. **Failure to Enforce Purchased Contracts.** The failure of the Debtors or the Purchaser on or before the Closing to enforce one or more terms or conditions of any Purchased Contract shall not constitute a waiver of any such terms or conditions, or of the Debtors' or the Purchaser's rights to enforce every term and condition of the Purchased Contracts.

41. **No Waiver of Rights.** Nothing in this Sale Order shall be deemed to waive, release, extinguish, or estop the Debtors, their estates, or their creditors from asserting, or impairing or diminishing such rights to assert, any right (including any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of any Excluded Asset or other assets of the Debtors remaining after the completion of the Closings.

42. Subject to the terms and provisions of the Asset Purchase Agreement, to the extent that the Debtors receive any of the Purchased Assets (including, for the avoidance of doubt, any receivables) following the Closing, such Purchased Assets (i) shall be held in trust by the Debtors for the exclusive benefit of Purchaser, (ii) shall not constitute property of the Debtors' estates, and (iii) shall be transferred to Purchaser as soon as reasonably practicable. To the extent that Purchaser receives any of the Excluded Assets following the Closing, such Excluded Assets (i) shall be held in trust by Purchaser for the exclusive benefit of the Debtors' estates, (ii) shall not constitute Purchaser's property, and (iii) shall be transferred to the Debtors' estates as soon as reasonably practicable.

43. **Good Faith Deposits.** The Good Faith Deposits shall be returned to each Qualified Bidder as set forth in the Bidding Procedures.

44. **Binding Order.** This Sale Order shall be binding upon and govern the acts of all persons and entities, including, without limitation, the Debtors, their estates, the Purchaser, the Backup Bidder, and their respective successors and permitted assigns, including, without limitation, any chapter 11 trustee hereinafter appointed for the Debtors' estates or any trustee appointed in any chapter 7 case if these cases are converted from chapter 11, all creditors of the Debtors (whether known or unknown), all non-Debtor parties to any Purchased Contracts, all

Governmental Authorities, filing agents, filing officers, title agents, recording agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who 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 or who may be required to report or insure any title in or to the Purchased Assets. The Asset Purchase Agreement and the Sale shall not be subject to rejection or avoidance under any circumstances. This Sale Order and the Asset Purchase Agreement shall inure to the benefit of the Debtors, their estates, their creditors, the Purchaser and their respective successors and assigns.

45. **No Stay of Order.** The provisions of Bankruptcy Rules 6004 and 6006, and to the extent applicable under the Bankruptcy Rules, rules 54(b) and 62(a) of the Federal Rules of Civil Procedure, staying the effectiveness of this Sale Order for fourteen (14) days are hereby waived, and this Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. Any party desiring to appeal this Sale Order must exercise due diligence in filing an appeal, pursuing a stay, and obtaining a stay prior to the Closing, or risk its appeal being foreclosed as moot.

46. **Lift of Automatic Stay.** The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtors 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 allow the Purchaser to take any and all actions permitted under the Asset Purchase Agreement, as applicable.

47. **Retention of Jurisdiction.** The Court shall retain jurisdiction to (i) interpret, implement, and enforce the terms and provisions of this Sale Order, the Bidding Procedures 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, in all respects, (ii) decide any disputes concerning this Sale Order, the Asset Purchase Agreement or the rights and duties of the parties hereunder or thereunder or any issues relating to the Asset Purchase

Agreement and this Sale Order including, but not limited to, the interpretation of the terms, conditions, and provisions hereof and thereof, the status, nature, and extent of the Purchased Assets and any Purchased Contracts and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the assets free and clear of all Liens, and (iii) enforce the injunctions set forth herein.

48. **Subsequent Plan Provisions.** Unless otherwise provided herein, nothing contained in any chapter 11 plan confirmed in these Chapter 11 Cases or any order confirming any such plan or any other order in these Chapter 11 Cases (including any order entered after any conversion of these Chapter 11 Cases into cases under chapter 7 of the Bankruptcy Code) shall alter, conflict with, or derogate from the provisions of the Asset Purchase Agreement or this Sale Order and, to the extent of any such conflict, subject to this paragraph, the terms of this Sale Order and the Asset Purchase Agreement shall control.

49. **Further Assurances.** From time to time, as and when requested by the other, the Debtors and the Purchaser, as the case may be, shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the Sale with respect to the Purchaser, including, such actions as may be necessary to vest, perfect or confirm, or record or otherwise secure, in the Purchaser its right, title, and interest in and to the Purchased Assets and the Purchased Contracts, as applicable, subject to the provisions of the Asset Purchase Agreement.

50. **Governing Terms.** Unless otherwise provided herein, to the extent this Sale Order is inconsistent with the terms of the Asset Purchase Agreement (including all ancillary documents executed in connection with the Asset Purchase Agreement), this Sale Order shall govern.

51. **Headings.** The headings in this Sale Order are for purposes of reference only and shall not limit or otherwise affect the meaning of the Sale Order.

52. **EPA**. Nothing in this Order or the Asset Purchase Agreement releases, nullifies, precludes, or enjoins the enforcement of any police or regulatory liability to a Governmental Unit that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this Order. Notwithstanding the foregoing sentence, nothing in this Sale Order shall be interpreted to deem the Purchaser liable for penalties for days of violation prior to entry of this Order or construed to create for any Governmental Unit any substantive right that does not already exist under law. Nothing in this Order or the Asset Purchase Agreement authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order. Notwithstanding the foregoing sentence, nothing in this Sale Order shall be interpreted to deem the Purchaser liable for penalties for days of violation prior to entry of this Order or construed to create for any Governmental Unit any substantive right that does not already exist under law..

Dated: May 13th, 2025
Wilmington, Delaware

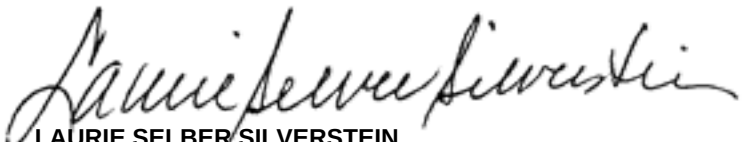

35 LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

BY AND AMONG

BRIGHTMARK PLASTICS RENEWAL LLC

AND ITS SUBSIDIARIES NAMED HEREIN, AS SELLER PARTIES

AND

BRIGHTMARK PLASTICS ASHLEY HOLDCO LLC, AS PURCHASER

DATED AS OF May 12, 2025

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”) is entered into as of May 12, 2025, by and among Brightmark Plastics Ashley HoldCo LLC, a Delaware limited liability company (“**Purchaser**”), Brightmark Plastics Renewal LLC, a Delaware limited liability company (“**Seller**”), Brightmark Plastics Renewal Indiana LLC, an Indiana limited liability company (“**Brightmark Indiana**”), and Brightmark Plastics Renewal Services LLC, an Indiana limited liability company (“**Brightmark Services**,” Brightmark Indiana and Brightmark Services, collectively, with Seller, “**Seller Parties**”). Purchaser and Seller Parties may sometimes be referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. On March 16, 2025, each of Seller Parties filed voluntary petitions for relief, jointly administered under Case No. 25-10472 (LSS) (the “**Bankruptcy Cases**”) under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

B. Upon the terms and conditions set forth in this Agreement and pursuant to sections 363 and 365 of the Bankruptcy Code, Seller Parties desire to sell, and Purchaser desires to purchase, substantially all of the assets used or useful in the Seller Parties’ business of converting plastics using a proprietary technology into pyrolysis oil at the Owned Real Property, and the subsequent sale of such oil into the marketplace (the “**Business**”).

C. Purchaser and Seller Parties desire to consummate the transactions contemplated herein as promptly as practicable after the entry of the Sale Order (as defined herein) by the Court.

In consideration of the foregoing recitals and the premises and the representations, warranties, and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as set forth below:

ARTICLE I. DEFINED TERMS

Section 1.01 Defined Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings ascribed to them in Annex A, hereto, and shall be applicable to the singular and the plural forms of such terms, except as otherwise specifically provided herein.

ARTICLE II. TRANSACTION

Section 2.01 Purchase and Sale of the Purchased Assets. In reliance upon the representations and warranties and subject to the terms and conditions set forth in this Agreement and the Sale Order, at the Closing, Purchaser (or its designated Affiliates) agrees to purchase and acquire from Seller Parties, and each Seller Party agrees to sell, grant, transfer, assign, convey and deliver to Purchaser (or its designated Affiliates), for the consideration specified in this Article II, all of the respective rights, title and interests of such Seller Party in and to the Purchased Assets, free and clear of all Encumbrances (except Permitted Encumbrances). Notwithstanding the foregoing, the Purchased Assets shall not include any of the Excluded Assets.

Section 2.02 Assumed/Excluded Liabilities.

(a) At the Closing, Purchaser shall assume and agree to pay, discharge or perform, as appropriate, when due only the Liabilities set forth on Schedule 2.02(a) (the “**Assumed Liabilities**”).

(b) Notwithstanding Section 2.02(a) or any other provision of this Agreement, Purchaser is not assuming under this Agreement or any other agreement or instrument entered into in connection herewith any Liability or Indebtedness of any Seller Party that is not specifically identified as an Assumed Liability under Section 2.02(a) (each, an “**Excluded Liability**”), which for the avoidance of doubt shall include the matters set forth on Schedule 2.02(b). The Excluded Liabilities are, and at all times shall remain, the obligation of Seller Parties, as applicable. In the event there is a conflict between what is an Assumed Liability and what is an Excluded Liability, such Liability or Indebtedness shall be an Excluded Liability.

Section 2.03 Purchase Price. In consideration for the sale of the Purchased Assets to Purchaser pursuant to Section 2.01, the aggregate consideration to be provided by Purchaser is \$27,096,227.88 consisting of the following (collectively, the “**Purchase Price**”): (i) a cash payment of \$14,250,000 (the “**Cash Purchase Price**”) for the Purchased Assets from Brightmark Indiana; *plus* (ii) a credit bid of the DIP Loan pursuant to section 363(k) of the Bankruptcy Code in an amount equal to \$7,000,000 for the Purchased Assets from Brightmark Services, the Purchased Assets from Seller, and the Purchased Assets that are causes of Action from the Seller Parties; *plus* (iii) the assumption by Purchaser of the Assumed Liabilities in the amount of \$12,596,227.88 as itemized on Schedule 2.02(a). The portion of the Purchase Price payable under clause (ii) shall be paid by means of discharging Seller Parties, and Seller Parties shall be deemed to be discharged, from the obligation to repay the amount set forth in clause (ii) that are due and owing under the DIP Loan as of the Closing Date.

Section 2.04 Deposit; Delivery and Manner of Payment of Purchase Price.

(a) On or before May 5, 2025, at 5:00 p.m. eastern time, Purchaser shall deposit with the Escrow Agent \$750,000 (the “**Deposit**”) pursuant to the terms of the Escrow Agreement attached hereto as Exhibit A (the “**Escrow Agreement**”). The Deposit shall be credited to the Purchase Price if the Closing occurs, or otherwise distributed pursuant to Section 2.11.

(b) At the Closing, on the terms and subject to the conditions set forth in this Agreement, Purchaser shall pay to Seller by wire transfer of immediately available funds to an account designated in writing by Seller to Purchaser no later than two (2) Business Days prior to the Closing Date, an aggregate amount equal to the Cash Purchase Price in accordance with Section 2.03.

Section 2.05 Closing. The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place remotely through an exchange of consideration and documents using wire transfers, overnight courier service, electronic mail and/or facsimile transmission within three (3) days of the satisfaction of the conditions set forth in Sections 2.06 and 2.07, or at such a time as mutually agreed upon by the Parties (such date of the Closing to be referred to herein as the “**Closing Date**”), provided that the Closing shall be effective as of 12:01 am eastern time on the Closing Date. The Closing must occur on or before May 16, 2025, or such later date as may be agreed to by Seller Parties in their sole discretion.

Section 2.06 Conditions and Obligations of Purchaser.

The obligations of the Purchaser under this Agreement are subject to the fulfillment of the following conditions precedent, each of which may be waived in writing in the sole discretion of the Purchaser (unless other specified, these conditions must be fulfilled on or before the Closing Date):

(a) Sellers Parties shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by them prior to or on the Closing Date;

(b) All Governmental Authorities, the consent, authorization or approval of which is necessary under any applicable law, rule, order or regulation for the consummation by the Seller Parties of the transactions contemplated by this Agreement shall have consented to, authorized, permitted or approved such transactions (each a “**Required Consent**”);

(c) No Action or proceeding by or before any court or Governmental Authority shall have been instituted by any court or Governmental Authority whatsoever which shall seek to restrain, prohibit or invalidate the transactions contemplated by this Agreement or which is likely to affect the right of the Purchaser (or its designated Affiliates) to own or use the Purchased Assets after the Closing Date;

(d) The receipt by Purchaser, at Purchaser’s cost, of a title commitment issued by Fidelity National Title Insurance Company (the “**Title Commitment**”) that is free and clear of all Encumbrances except Permitted Encumbrances;

(e) The Court shall have entered the Sale Order, transferring the Purchased Assets free and clear of all Encumbrances (except Permitted Encumbrances) pursuant to section 363(f) of the Bankruptcy Code and including that Purchaser is a good faith purchaser entitled to protections of sections 363 (m) and (n) of the Bankruptcy Code, which shall include a waiver of the stay in Bankruptcy Rules 6004(h), 6006(d) and Local Rule 6004-1, and the Sale Order shall not be subject to a stay or have been vacated, modified or revoked;

(f) At or prior to the Closing, each Seller Party, as applicable, shall have delivered, or cause to be delivered, to Purchaser the deliverables set forth on Exhibit B; and

(g) There have been no circumstances, state of facts or matters which might reasonably be expected to have a material adverse effect in respect of the Business or the Purchased Assets.

Section 2.07 Conditions to Obligations of Seller Parties

The obligations of the Seller Parties under this Agreement are subject to the fulfillment of the following conditions precedent, each of which may be waived in writing at the sole discretion of the Seller Parties (unless otherwise specified, these conditions must be fulfilled before the Closing Date):

(a) Purchaser shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by Purchaser prior to or on the Closing Date;

(b) All Governmental Authorities, the consent, authorization or approval of which is necessary under any applicable law, rule, order or regulation for the consummation by the Seller Parties of the transactions contemplated by this Agreement shall have consented to, authorized, permitted or approved such transactions;

(c) No Action or proceeding by or before any court or Governmental Authority shall have been instituted by any court or Governmental Authority whatsoever which shall seek to restrain, prohibit or invalidate the transactions contemplated by this Agreement or which is likely to affect the right of the Purchaser to own or use the Purchased Assets after the Closing Date; and

(d) At or prior to the Closing, Purchaser shall have delivered, or cause to be delivered, to Seller Parties the deliverables set forth on Exhibit C.

Section 2.08 Allocation of Purchase Price. Within ninety (90) days of the Closing, the Purchaser shall deliver, for the Seller Parties' review and approval a schedule (the "**Allocation**") allocating the Purchase Price (and any other items of consideration for U.S. federal (and applicable state and local) income Tax purposes) among the Purchased Assets in accordance with Section 1060 of the Internal Revenue Code (and applicable Treasury Regulations) and the methodology set forth on Schedule 2.08. Unless Seller Parties reasonably believe there is no good faith basis for accepting the Allocation, Seller Parties will accept the Allocation. The Parties shall file all Tax Returns (including Internal Revenue Service Form 8594) consistent with the Allocation unless otherwise required pursuant to a "final determination" within the meaning of Section 1313 of the Code.

Section 2.09 Non-Assignable Assets. Nothing in this Agreement shall be construed as an attempt by any Seller Party to assign to Purchaser (or its designated Affiliates) pursuant to this Agreement any contract, license or permit, franchise, claim, right, title or asset included in the Purchased Assets that is not assignable under the Bankruptcy Code without the consent or approval of any other Person, unless such consent or approval shall have been obtained (a "**Non-Assignable Asset**"). To the extent that any Required Consent in respect of a Non-Assignable Asset shall not have been obtained on or before the Closing Date, Seller Parties shall (if requested by Purchaser) use commercially reasonable efforts to obtain any such Required Consent, and Seller Parties shall cooperate with Purchaser in any commercially reasonable arrangement to provide Purchaser with the interest of such Party in the benefits under such Non-Assignable Asset; provided that Purchaser shall undertake to pay or satisfy the corresponding Liabilities under the terms of such Non-Assignable Asset to the extent that Purchaser would have been responsible therefor if such Required Consent had been obtained.

Section 2.10 Withholding Taxes. Purchaser shall be entitled to deduct and withhold from amounts otherwise payable pursuant to this Agreement such amounts as are required to be deducted and withheld under applicable law. Other than with respect to a failure to provide an Internal Revenue Service Form W-9 as required under Exhibit B, Purchaser shall provide Seller with written notice of its intent to withhold at least five (5) days prior to the Closing with a written explanation substantiating the requirement to deduct or withhold, and the Parties shall use commercially reasonable efforts to cooperate to mitigate or eliminate any such withholding to the maximum extent permitted by law. To the extent that amounts are so withheld and paid over to the appropriate Tax Authority by Purchaser, such withheld 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.

Section 2.11 Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned:

- (a) by mutual written consent of the Purchaser and the Seller Parties;
- (b) by either the Seller Parties or the Purchaser if a Governmental Authority has issued a final and non-appealable order or taken any other final and non-appealable Action, in any case having the effect of permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement;
- (c) by either the Seller Parties or the Purchaser if the Closing does not occur on or before May 16, 2025 (such date, the "**Outside Closing Date**"); provided, however, that a Party is not entitled to terminate this Agreement pursuant to this Section 2.11(c) if such Party's material breach of one or more of its covenants hereunder is the cause of or results in the failure of the Closing to occur on or before the

Outside Closing Date, or if the failure to close is the result of a failure to obtain a approval from a Governmental Authority, in which case the Parties shall use their reasonable efforts to agree upon a new Outside Closing Date and to procure the approval of the Governmental Authority.

(d) by Purchaser if there shall occur a material breach of any of the representations, warranties, covenants or agreements of the Seller Parties that would give rise to the failure of a closing condition in Section 2.06, provided however that Purchaser agrees to provide notice thereof and a right to cure any such breach within ten (10) business days thereafter;

(e) by Purchaser if the Bankruptcy Cases are converted to cases under Chapter 7 of the Bankruptcy Code; and

(f) by Seller Parties if there shall occur a material breach of any of the representations, warranties, covenants or agreements of Purchaser that would give rise to the failure of a closing condition in Section 2.07, provided however that Seller Parties agree to provide notice thereof and a right to cure any such breach within ten (10) business days thereafter, with the act of Closing automatically curing any such breach.

Section 2.12 Effect of Termination. If the Agreement is terminated pursuant to Section 2.11 then this Agreement will become void and of no further force and effect, with no liability or obligation on the part of the Parties, provided, however, that if the Agreement is terminated by the Seller Parties pursuant to Section 2.11(f), the Purchaser shall forfeit the Deposit and any interest thereon and such amounts shall be delivered to the Seller. If the Agreement is terminated for any reason other than by Seller pursuant to Section 2.11(f), then the Deposit will promptly be released to Purchaser.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF SELLER PARTIES

Seller Parties, jointly and severally, represent and warrant to Purchaser as follows as of the date hereof:

Section 3.01 Binding Obligation; Authority.

(a) Assuming due authorization, execution, and delivery by Purchaser to this Agreement and subject to the entry of the Sale Order, this Agreement constitutes the legal, valid, and binding obligation of each Seller Party.

(b) Subject to entry of the Sale Order, each Seller Party has all necessary power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by each Seller Party of this Agreement, the performance by each Seller Party of its obligations hereunder, and the consummation by each Seller Party of the transactions contemplated hereby have been duly authorized by all requisite limited liability company action on the part of such Seller Party.

Section 3.02 Organization; Power and Authority.

(a) Seller is a limited liability company duly formed, validly existing and in good standing under the law of the State of Delaware. Brightmark Indiana is a limited liability company duly formed, validly existing and in good standing under the law of the State of Indiana. Brightmark Services is a limited liability company duly formed, validly existing and in good standing under the law of the State of Indiana.

(b) Each Seller Party has all necessary limited liability company power and authority to carry on the Business as now conducted and to own or lease all of the properties and assets owned or leased by it.

Section 3.03 No Conflicts; Consents. The execution, delivery and performance by Seller Parties of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) result in a violation or breach of any provision of the organizational documents of any Seller Party; (b) result in a violation or breach of any provision of any law or governmental order applicable to any Seller Party; or (c) result in a violation or breach of any provision of any contract to which any Seller Party is a party or by which any Seller Party may be bound or affected. Subject to the entry of the Sale Order, no Seller Party is required to give any notice to, make any filing with, or obtain any authorization, consent or approval of, any Governmental Authority or other Person in order for such Seller Party to sell and transfer the Purchased Assets to Purchaser pursuant to this Agreement.

Section 3.04 Assets. Each Seller Party has good and valid title to the Purchased Assets. At Closing and pursuant to the Sale Order, the Seller Parties shall convey to Purchaser good, valid, marketable and insurable title to the Purchased Assets, free and clear of all Encumbrances (except for Permitted Encumbrances) pursuant to sections 363(b), 363(f) and 365 of the Bankruptcy Code.

Section 3.05 Brokers. No broker, finder, financial advisor or investment banker is entitled to any broker's, finder's, financial advisor's or investment banker's fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller Parties for which Purchaser may become liable.

Section 3.06 Taxes. (a) All Tax Returns required to be filed by, on behalf of or with respect to the Business, the Purchased Assets and the Assumed Liabilities have been duly and timely filed and are true, complete and correct in all material respects; (b) All Taxes (whether or not reflected on any such Tax Return) required to be paid with respect to the Business, Purchased Assets or Assumed Liabilities have been duly and timely paid; and (c) No Seller Party is a party to any proceeding or action by any Tax Authority with respect to the Business, the Purchased Assets or the Assumed Liabilities, and no Seller Party has received notice in writing of any pending or threatened proceedings, actions or filing requirements by any Tax Authority (including a Tax Authority in a jurisdiction where no Tax Returns are currently filed), in each case, solely with respect to the Business, the Purchased Assets or the Assumed Liabilities.

Section 3.07 No Other Representations and Warranties. Except for the representations and warranties contained in this Article III, no Seller Party or any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of any Seller Party, including any representation or warranty as to the accuracy or completeness of any information, documents or material regarding the Business and the Purchased Assets furnished or made available to Purchaser and its Representatives in any form (including any information, documents, or material made available to Purchaser in any virtual data room maintained on behalf of Seller Parties for purposes of this Agreement, or any management presentations made in expectation of the transactions contemplated hereby), or as to the future revenue, profitability, or success of the Business, or any representation or warranty arising from statute or otherwise in Law. For purposes of this Agreement, "**Representative**" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller Parties as follows:

Section 4.01 Binding Obligation; Authority.

(a) Assuming due authorization, execution, and delivery by the other Parties to this Agreement, this Agreement constitutes the legal, valid, and binding obligation of Purchaser.

(b) Purchaser has all necessary power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Purchaser of this Agreement, the performance by Purchaser of its obligations hereunder, and the consummation by Purchaser of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Purchaser.

Section 4.02 Organization; Power and Authority.

(a) Purchaser is a limited liability company duly organized, validly existing and in good standing under the law of the State of Delaware.

(b) Purchaser has all necessary power and authority to carry on its business as now conducted, to own or lease all of the properties and assets owned or leased by it, and to consummate the transactions contemplated hereby.

Section 4.03 No Conflicts; Consents. The execution and delivery by Purchaser of this Agreement, and the consummation of the transactions contemplated hereby, do not: (a) result in a violation or breach of any provision of the organizational documents of Purchaser; or (b) result in a violation or breach of any provision of any law or governmental order applicable to Purchaser; except in the case of clause (b) where the violation or breach would not have a material and adverse effect on Purchaser.

Section 4.04 Brokers. No broker, finder, financial advisor or investment banker is entitled to any broker's, finder's, financial advisor's or investment banker's fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Purchaser for which any Seller Party may become liable.

Section 4.05 Sufficiency of Funds. Purchaser has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Cash Purchase Price and consummate the transactions contemplated by this Agreement.

Section 4.06 Independent Investigation.

(a) Purchaser has conducted its own independent investigation, review and analysis of the Business and the Purchased Assets, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of Seller Parties for such purpose.

(b) Purchaser acknowledges that: (i) no Seller Party or any other Person on behalf of Seller Parties has made any representation or warranty, express or implied, as to Seller Parties, the Business, or the Purchased Assets, or the accuracy or completeness of any information regarding Seller Parties or the Purchased Assets furnished or made available to Purchaser, or any other matter related to the transactions contemplated herein, other than those representations and warranties expressly set forth in Article III of this Agreement, (ii) in determining to enter into this Agreement, Purchaser has not relied on any representation or warranty from Seller Party or any other Person on behalf of a Seller Party, or upon the accuracy or completeness of any information regarding the regarding Seller Parties, the Business, or the Purchased Assets furnished or made available to Purchaser and its Representatives, other than those representations

and warranties expressly set forth in Article III of this Agreement, and (iii) no Seller Party or any other Person acting on behalf of a Seller Party shall have any liability to Purchaser or any other Person with respect to any projections, forecasts, estimates, plans, or budgets of future revenue, expenses, or expenditures, future results of operations, future cash flows, or the future financial condition of the Business or the future business, operations, or affairs of the Business, except as expressly set forth in Article III of this Agreement.

ARTICLE V. ADDITIONAL AGREEMENTS OF THE PARTIES

Section 5.01 Tax Matters.

(a) The Parties shall use commercially reasonable efforts to cooperate, as and to the extent reasonably requested by another Party, in connection with Tax matters arising after the Closing Date related to the Business, the Assumed Liabilities or the Purchased Assets, including any audit, investigation, litigation or other proceeding with respect to Taxes related to the Business, the Assumed Liabilities or the Purchased Assets. Such cooperation shall include the retention and (upon the other Party's request) the provision of records and information which are reasonably relevant to any such audit, investigation, litigation or other proceeding and making employees available on a mutually convenient basis during regular business hours to provide additional information and explanation of any material provided hereunder. Seller Parties agree (i) to (if not otherwise delivered to Purchaser pursuant to this Agreement) retain all books and records with respect to Tax matters pertinent to Seller Parties relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations of the respective taxable periods, and to abide by all record retention agreements entered into with any Governmental Authority, and (ii) to give Purchaser reasonable written notice prior to transferring, destroying or discarding any such books and records and, if Purchaser so requests, Purchaser be permitted to take possession of such books and records.

(b) All transfer, documentary, sales, use, stamp, registration, vehicle titling and registration and other similar transfer Taxes and governmental charges, and all conveyance fees, recording charges and other similar transfer fees and charges (including any penalties and interest) incurred solely as a result of the purchase of the Purchased Assets and assumption of the Assumed Liabilities pursuant to this Agreement ("**Transfer Taxes**"), regardless of the Person against whom they are assessed, shall be paid by Purchaser when due and in full; provided that Seller Parties shall use commercially reasonable efforts to cooperate with Purchaser with respect to any Tax Return required to be filed with respect to any such Transfer Tax and shall execute any such Tax Return if required by applicable Law.

(c) Seller Parties shall timely file or cause to be filed when due all applicable Tax Returns and pay (other than any Taxes which constitute prepetition claims under the Bankruptcy Code that are not entitled to payment in full pursuant to the Bankruptcy Code) all Taxes arising from the operation of Seller for the year ended December 31, 2024 and for the portion of the taxable period that includes the Closing Date for which Purchaser may be liable as a transferee of the Business. Seller shall provide a draft of any such Tax Return to Purchaser at least fifteen (15) days prior to the filing due date for Purchaser's review, comment and approval (not to be unreasonably withheld, conditioned or delayed). The Parties shall cooperate in good faith to resolve any disagreement about any item on any such Tax Return.

(d) Purchaser acknowledges that Seller will not comply with the provisions of any bulk transfer Laws in connection with the transactions contemplated by this Agreement or any other Transaction Document and waives all claims related to non-compliance with bulk transfer Laws. The Parties intend that pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets shall be free and

clear of all Encumbrances (except for Permitted Encumbrances) in the Purchased Assets, including any Encumbrance arising out of the bulk transfer Laws.

Section 5.02 Name Change. Within ten (10) Business Days following the Closing Date, each of the Seller Parties shall change its respective corporate name and any trade names or d/b/a's to names that do not include, and that are not similar to "Brightmark" or "Brightmark Plastics", in each case as reasonably acceptable to Purchaser. After the Closing, Seller Parties shall not, directly or indirectly, use or do business, or allow any Seller Party to use or do business, or assist any third party in using or doing business, under the name "Brightmark Plastics Renewal Indiana LLC", "Brightmark Plastics Renewal Indiana LLC", or "Brightmark Plastics Renewal Services LLC."

Section 5.03 Confidentiality.

(a) Purchaser acknowledges and agrees that the confidentiality agreement, dated as of April 10, 2025, between Purchaser and one or more Seller Parties (the "**Confidentiality Agreement**") remains in full force and effect and, in addition, covenants and agrees to keep confidential, in accordance with the provisions of the Confidentiality Agreement, information provided to Purchaser pursuant to this Agreement.

(b) From and after the Closing, each Seller Party shall hold, and shall use its commercially reasonable efforts to cause its representatives to hold, in confidence any and all information, whether written or oral, concerning the Business, except to the extent that such Seller Party can show that such information (a) is generally available to and known by the public through no fault of such Seller Party or its representatives; or (b) is lawfully acquired by such Seller Party or its representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation; provided, however, that nothing in this Section 5.03 shall prevent any Seller Party from disclosing or utilizing such information as required by law or by a governmental or regulatory body, in which event such Seller Party, as applicable, shall notify Purchaser and cooperate with Purchaser in obtaining reasonable confidentiality protections in advance of such disclosure.

(c) In the event of an actual or threatened breach by a Party of any provision of this Section 5.03, each Party acknowledges that any actual or threatened breach by a Party of any provision of this Section 5.03 would give rise to irreparable harm to the non-breaching Party, for which monetary damages would not be an adequate remedy, and the non-breaching Party shall be entitled to injunctive or other appropriate equitable relief, enjoining, restraining and prohibiting such Person from violating this Section 5.03; provided, however, that nothing stated herein shall be construed as prohibiting or limiting the non-breaching Party from pursuing such other remedies as may be available to it in or at equity, including the recovery of damages. Each Party hereby waives any requirement on the part of each other Party of proving actual damages or securing or posting any bond in connection with obtaining such injunctive or other equitable relief.

Section 5.04 Employee Matters.

(a) Purchaser shall make, or shall cause its designated Affiliate to make (Purchaser or such Affiliate, as the case may be, "**Purchaser Employer**"), offers of employment effective as of the Closing Date to all employees of Seller Parties who remain employed and actively working as of the Closing Date. Employees who accept such offer of employment shall be referred to as "**Acquired Employees**". Following the Closing Date, (i) Acquired Employees will be retained on an at-will basis, so long as each Acquired Employee executes an offer letter, non-solicitation agreement, and such other employment documents reasonably required by Purchaser Employer on Purchaser Employer's applicable standard form at or prior to the start of such Acquired Employee's employment with Purchaser Employer, and (ii) Purchaser

Employer shall provide Acquired Employees with pay rates, salary, benefits and other terms and conditions of employment on substantially similar terms and conditions as are provided to similarly situated employees of such Purchaser Employer; provided, that Purchaser Employer shall continue to employ at least the minimum number of Acquired Employees for the minimum duration necessary to avoid creating any obligation under the WARN Act on the part of any Seller Party. Purchaser Employer shall bear any and all obligations and liability under the WARN Act resulting from employment losses relating to the sale of the Business.

(b) With respect to any Benefit Plan maintained by Purchaser Employer for the benefit of any Acquired Employee, effective as of the Closing, Purchaser Employer shall take commercially reasonable efforts to recognize all service of the Acquired Employees with Seller Parties, as if such service were with Purchaser Employer for vesting, eligibility and accrual purposes; provided, however, such service shall not be recognized to the extent that (i) such recognition would result in a duplication of benefits or (ii) such service was not recognized under the corresponding Benefit Plan.

(c) As of the Closing Date, Seller Parties will have fully funded all benefits provided under any retirement, annuity, or custodial account Benefit Plan intended to be qualified under Sections 401 or 403 of the Code that is maintained or contributed to by a Seller Party or any Affiliate thereof, and the Acquired Employees shall be fully vested in their benefits in such Benefit Plans. Further, if requested by Purchaser Employer, each Seller Party hereby covenants and agrees to amend, merge, terminate or take any other reasonable action with respect to the Benefit Plans on, before, or following Closing, including, but not limited to, causing any Benefit Plan to spin-off or transfer the accrued aggregate account balances of affected employees. Consistent with the foregoing, each Seller Party agrees to take all steps necessary to accomplish such requests; to provide any required notices to participants and appropriate Governmental Authority; to adopt all necessary resolutions and Benefit Plan amendments in order to accomplish such requests; and to provide to Purchaser Employer satisfactory evidence of such actions.

(d) Purchaser and Seller Parties intend that the transactions contemplated by this Agreement should not constitute a separation, termination or severance of employment of any employee who accepts an employment offer by Purchaser Employer that is consistent with the requirements of Section 5.04(a), including for purposes of any Benefit Plan that provides for separation, termination or severance benefits, and that each such employee will have continuous employment immediately before and immediately after the Closing. Purchaser shall be liable and hold Seller Parties harmless for: (i) any statutory, common law, contractual or other severance with respect to any employee, other than an employee who has received an offer of employment by Purchaser Employer on terms and conditions consistent with Section 5.04(a) hereof and declines such offer; and (ii) any claims relating to the employment of any Acquired Employee arising in connection with or following the Closing.

(e) This Section 5.04 shall be binding upon and inure solely to the benefit of each of the Parties to this Agreement, and nothing in this Section 5.04, express or implied, shall confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 5.04. Nothing contained herein, express or implied, shall be construed to establish, amend or modify any benefit plan, program, agreement or arrangement. The Parties hereto acknowledge and agree that the terms set forth in this Section 5.04 shall not create any right in any Acquired Employee or any other Person to any continued employment with Purchaser Employer or compensation or benefits of any nature or kind whatsoever.

Section 5.05 Accounts Receivable. For a period of one hundred eighty (180) days from and after the Closing, if Seller Parties receive or collect any accounts receivable relating to any period following the Closing, such Seller Party shall remit any such amounts to Purchaser within five (5) Business Days of the day on which such Seller Party receives such sum.

Section 5.06 Submission for Court Approval.

(a) Purchaser and Seller Parties acknowledge that this Agreement and the transactions contemplated hereby are subject to approval by the Court and entry of the Sale Order. In the event of any discrepancy between this Agreement and the Sale Order, the Sale Order shall govern.

(b) Seller Parties shall use commercially reasonable efforts to have the Court hold the Sale Hearing and enter the Sale Order as promptly as practicable.

(c) From and after the date hereof, Seller Parties shall not take any action that is intended to result in, or fail to take any action the intent of which failure to act would result in, the reversal, voiding, modification or staying of the Sale Order. Purchaser has not colluded in connection with its offer or negotiation of this Agreement. From and after the date hereof, Purchaser shall not take any action that is intended to result in, or fail to take any action the intent of which failure to act would result in, the reversal, voiding, modification or staying of the Sale Order or consummation of the transactions contemplated hereby.

(d) Purchaser agrees that it will promptly take such actions as are reasonably requested by Seller Parties to assist in obtaining entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Court for the purposes, among others, of demonstrating that Purchaser is a “good faith” purchaser under section 363(m) of the Bankruptcy Code; *provided, however*, in no event shall Purchaser or Seller Parties be required to agree to any amendment of this Agreement.

(e) Seller Parties further covenant and agree that, after the entry of the Sale Order, the terms of any reorganization or liquidation plan Seller Parties submit to the Court, or any other court for confirmation or sanction, shall not be intended to (or reasonably likely to) supersede, abrogate, nullify or restrict the terms of this Agreement in any material respect, or prevent the consummation or performance of the transactions contemplated hereby

Section 5.07 Cure Costs. Seller Parties shall sell, transfer and assign, all Purchased Contracts to Purchaser (or its designated Affiliates), and Purchaser (or its designated Affiliates) shall purchase and assume all Purchased Contracts from Seller Parties, as of the Closing Date pursuant to sections 363 and 365 of the Bankruptcy Code and the Sale Order. In connection with debts incurred or the assignment and assumption of the Purchased Contracts, Purchaser shall cure any monetary defaults of the debts incurred or under the Purchased Contracts by payment of any Cure Costs as determined in accordance with the Sale Order. Purchaser shall be responsible for demonstrating and establishing adequate assurance of future performance before the Court with respect to the Purchased Contracts. As part of Purchaser’s adequate assurance of future performance, Purchaser is projecting to spend approximately \$55 million on the Business May 2025 through December 31, 2026.

**ARTICLE VI.
MISCELLANEOUS**

Section 6.01 Notices. Any notice, request, instruction or other document to be given under this Agreement will be in writing and will be: (a) delivered personally; (b) sent by U.S. mail, postage prepaid, certified or registered mail, return receipt requested, (c) sent by reputable overnight courier, delivery charges prepaid; or (d) transmitted by electronic mail (and no “bounceback” or “automatic response” message is received). These notices will be sent to the following addresses and will be deemed given: (i) if delivered personally, at the time delivered; (ii) if sent by U.S. mail, 4 days after being deposited in the mail; (iii) if sent by reputable overnight courier, at the time delivered; or (iv) if transmitted by electronic mail during normal business hours, at the time when receipt is confirmed by the sender or sending account.

If to any of Seller Parties:
Brightmark Plastics Renewals Indiana LLC
1725 Montgomery St., Floor 3
San Francisco, CA 94111
Attention: General Counsel
Email: Legal@brightmark.com

with a copy to (which shall not constitute notice):
Potter Anderson & Corroon LLP
1313 N. Market Street, 6th Floor
Wilmington, Delaware
Attention: Jeremy W. Ryan
Email: jryan@potteranderson.com

If to Purchaser:
Brightmark Plastic Ashley Holdco LLC
1725 Montgomery St., FL 3
San Francisco, CA 94111-1018
Attention: General Counsel
Email: Legal@brightmark.com

with a copy to (which shall not constitute notice):
Kilpatrick Townsend & Stockton LLP
1100 Peachtree Street, Suite 2800
Atlanta, Georgia 30309
Attn: Paul Rosenblatt, Esq.
Phone: (404) 815-6321
Email: PRosenblatt@ktslaw.com

or to another address as either Party may indicate by notice delivered to the other Party in accordance with the provisions of this Section 6.01.

Section 6.02 Public Announcement. Prior to Closing, neither Purchaser nor Seller Parties will issue any press release or make any other public announcement relating to this Agreement or the transactions contemplated hereby without the prior written approval of the other party (which approval will not be unreasonably withheld, conditioned or delayed), unless required by applicable law or by any listing agreement with any national securities exchange. Prior to issuing any such press release or making any such other public announcement as required by applicable law or by any listing agreement with any national securities exchange and without the other party's prior written approval, the disclosing party will give the other party a copy of the proposed press release or other public announcement and a reasonable opportunity to comment on the same; *provided, however*, that nothing in this Section 6.02 shall restrict the Parties or their Affiliates or representatives from making disclosures to the Court or in filings in the Court seeking the Court's approval of the Bidding Procedures Order.

Section 6.03 Access. From and after the Closing Date, Purchaser and Seller Parties shall provide to Purchaser and its representatives reasonable access at mutually convenient times during normal business hours to the books and records in their possession that are reasonably requested, for the purposes of (i) the preparation or amendment of Tax Returns, (ii) the determination of any matter relating to the rights or obligations of the Parties under this Agreement, (iii) litigation as it relates to any pre-or post-Closing issue, or (iii) as is necessary to administer, or satisfy their obligations in connection with, the transactions contemplated by this Agreement, Bankruptcy Case and the winding up of Seller Parties and their assets. The Parties shall, and shall cause each of its controlled Affiliates to, cooperate with the other Parties as may reasonably be requested for the above listed purposes.

Section 6.04 Entire Agreement; Amendments. This Agreement, the other agreements referred to in this Agreement and the schedules and exhibits referred to in this Agreement contain the entire understanding of the Parties with regard to the subject matter contained in this Agreement and supersede all prior written or oral agreements, understandings or letters of intent between the Parties. This Agreement may be amended, modified or supplemented only by a written agreement signed by each of the Parties.

Section 6.05 Successors and Assigns; No Beneficiaries. The rights of each Party under this Agreement are not assignable without the written consent of the other Parties. Notwithstanding the

foregoing, Purchaser may assign this Agreement and its rights hereunder, in whole or in part, to one or more of its Affiliates, to any purchaser of Purchaser or any of its material assets and as security for the account of any lender providing financing (or any refinancing thereof) to Purchaser or its Affiliates for the purpose of securing such financing (or any refinancing thereof). This Agreement is binding upon and inures to the benefit of the Parties and their successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended or will be construed to confer upon any Person other than the Parties and their respective successors and permitted assigns any right, remedy, or claim under or by reason of this Agreement.

Section 6.06 Expenses; Headings; Further Assurances; No Inferences; Specific Performance.

(a) Except as set forth in this Agreement, each Party shall be responsible for its own respective fees, costs and expenses (including fees, costs and expenses of legal counsel, investment bankers, brokers or other representatives and consultants and appraisal fees, costs and expenses) 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.

(b) Article and section titles and headings in this Agreement have been inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. The exhibits and schedules referred to in this Agreement will be construed with and as an integral part of this Agreement to the same extent as if they were set forth in the Agreement.

(c) From time to time, as and when requested by any Party, any other Party shall execute and deliver, or cause to be executed and delivered, all such documents, instruments, conveyances and assurances and shall 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, including to make more fully effective the transfer of the Purchased Assets as contemplated herein.

(d) This Agreement has been mutually prepared, negotiated and drafted by the Parties. The Parties agree that the terms of this Agreement will be construed and interpreted against each Party in the same manner and that none of this Agreement's provisions will be construed or interpreted more strictly against one Party on the assumption that an instrument is to be construed more strictly against the Party that drafted the Agreement. The Parties agree that each Party is relying on counsel from its own attorneys, accountants and other advisors.

(e) The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement are not performed by Purchaser or Seller Parties, as applicable, in accordance with their specific terms or were otherwise breached by Purchaser or Seller Parties, as applicable. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement by the other party, and to enforce specifically the terms and provisions hereof against such party in any court having jurisdiction, this being in addition to any other remedy to which the parties hereto are entitled at law or in equity.

(f) The Parties agree that the representations and warranties contained in this Agreement will not survive the Closing, and none of the Parties will have any Liability to each other after the Closing for any breach thereof. The Parties agree that the covenants contained in this Agreement to be performed at or after the Closing will survive the Closing hereunder until the expiration of the applicable statute of

limitations or for such shorter period explicitly specified therein, and each Party will be liable to the other after the Closing for any breach thereof.

Section 6.07 Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, only pursuant to a writing signed by the Party or Parties entitled to the term's or provision's benefit. Any waiver will be validly and sufficiently authorized for purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized representative of that Party. No waiver or any breach of this Agreement will be held to constitute a waiver of any other or subsequent breach.

Section 6.08 Partial Invalidity. Whenever possible, each provision of this Agreement will be construed in a manner as to be effective and valid under applicable law, but in case any provision contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, that provision will be ineffective only to the extent of that invalidity, illegality or unenforceability without invalidating the remainder of that provision or any other provisions in this Agreement, unless that construction would be unreasonable.

Section 6.09 Execution in Counterparts. This Agreement may be executed in any number of counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed an original, but all of which shall be considered one and the same agreement, and shall become effective when each Party has received counterparts signed by each of the other Parties, it being understood and agreed that delivery of a signed counterpart signature page to this Agreement by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) intended to preserve the original graphic and pictorial appearance of a document shall constitute valid and sufficient delivery thereof and shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this Agreement is sought.

Section 6.10 Interpretation. In this Agreement, unless the context otherwise requires: (a) references to this Agreement are references to this Agreement and to the schedules and exhibits hereto; (b) references to Articles and Sections are references to articles and sections of this Agreement; (c) references to any Party to this Agreement shall include references to its respective successors and permitted assigns; (d) references to the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision, and references to any Article or Section are to an article or a section of this Agreement, as applicable, and references to any schedule or exhibit are to a schedule or exhibit to this Agreement, as applicable, in each case unless the context otherwise requires; (e) references to any document (including this Agreement) are references to that document as of the date hereof and as amended, consolidated, supplemented, novated or replaced by the parties hereto from time to time; (f) references to any law are references to that law as of the date hereof and the Closing Date, and all rules, regulations and guidance promulgated thereunder; (g) the word "including" and words of similar import shall mean "including, without limitation," and any list of items that may follow such word shall not be deemed to represent a complete list of, or be limited to, the contents of the reference of the subject; (h) the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the Person or Persons may require; (i) time is of the essences in the performance of the Parties' respective obligations under this Agreement; and (j) references to "\$" or "dollars" shall be to U.S. dollars and references to "days" shall be to calendar days.

Section 6.11 Governing Law; Venue. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice of law provisions that may direct the application of the laws of another jurisdiction. Any Action or proceeding seeking to enforce any provision, or based on any right arising out of, or to interpret any provision of, this Agreement may be brought against any of the Parties in the state and federal courts located in the State of Delaware (including, without limitation, the Court), and each of the Parties consents to the exclusive jurisdiction of such courts (including, without limitation, the Court) (and other the appropriate appellate courts) in any such Action or proceeding and waives any objection to venue laid therein. Process in any Action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world.

Section 6.12 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE INCLUDING, BUT NOT LIMITED TO, THE CONSTITUTION OF THE U.S. OR ANY STATE THEREIN, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATIONS. EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on and as of the date first written above.

PURCHASER:

BRIGHTMARK PLASTICS ASHLEY HOLDCO LLC

Signed by:

By: _____
Name: Justin Goldstein
Title: Chief Financial Officer

SELLER PARTIES:

BRIGHTMARK PLASTICS RENEWAL LLC

By: _____
Name: _____
Title: _____

BRIGHTMARK PLASTICS RENEWAL INDIANA LLC

By: _____
Name: _____
Title: _____

BRIGHTMARK PLASTICS RENEWAL SERVICES LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement on and as of the date first written above.

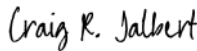
PURCHASER:

BRIGHTMARK PLASTICS ASHLEY HOLDCO LLC

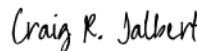
By: _____
Name: _____
Title: _____

SELLER PARTIES:

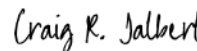
BRIGHTMARK PLASTICS RENEWAL LLC

Signed by:

By: _____
Name: Craig R. Jalbert
Title: Chief Restructuring Officer

BRIGHTMARK PLASTICS RENEWAL INDIANA LLC

Signed by:

By: _____
Name: Craig R. Jalbert
Title: Chief Restructuring Officer

BRIGHTMARK PLASTICS RENEWAL SERVICES LLC

Signed by:

By: _____
Name: Craig R. Jalbert
Title: Chief Restructuring Officer

Annex A

Defined Terms

“Action” means any claim, action, suit, charge, complaint, grievance, arbitration, inquiry, mediation, audit, investigation, litigation or other proceeding, whether civil, criminal, administrative or arbitral, whether at law or in equity, whether direct or derivative, and whether before any Governmental Authority, court, arbitrator or other tribunal, including Avoidance Actions.

“Affiliate” means with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with such Person.

“Assignment and Assumption Agreement” means that certain Assignment and Assumption Agreement by and among Seller Parties and Purchaser, in the form reasonably acceptable to Purchaser.

“Assumed Benefits Plans” means the benefit plans listed on Schedule 2.02(b).

“Avoidance Actions” means all causes of action for the avoidance of any preferential transfer or fraudulent conveyance arising under Sections 547, 544, 548, 549 or 550 of the Bankruptcy Code or any state fraudulent conveyance or fraudulent transfer statute.

“Bankruptcy Cases” shall have the meaning given to such term in the Recitals to this Agreement.

“Bankruptcy Code” shall have the meaning given to such term in the Recitals to this Agreement.

“Benefit Plans” means, collectively, all “employee benefit plans” as defined in Section 3(3) of ERISA, all benefit plans as defined in Section 6039D of the Code, and all other bonus, commission, equity or equity based, incentive compensation, deferred compensation, profit sharing, stock option, severance, supplemental unemployment, layoff, savings, salary continuation, retirement, pension, health, life insurance, disability, group insurance, vacation, holiday, paid time off, sick leave, fringe benefit or welfare plan or employment, consulting, change of control, independent contractor, professional services, confidentiality or non-competition agreement or any other similar plan, agreement, policy or understanding (whether oral or written, qualified or non-qualified, and regardless of whether funded) which a Seller Party or any Affiliate (to the extent related to the Business) currently sponsors, or to which a Seller Party or any Affiliate (to the extent related to the Business) has any outstanding present or future obligations to contribute or other Liability, whether voluntary, contingent or otherwise.

“Bidding Procedures Order” means *Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors’ Assets, (II) Authorizing the Debtors to Designate One or More Stalking Horse Bidders and to Provide Bid Protections, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief*[Docket No. 85].

“Bill of Sale” means that certain Bill of Sale executed by Seller Parties for the benefit of Purchaser, respectively, in the form reasonably acceptable to Purchaser.

“Bonds” means the \$185,000,000 Indiana Finance Authority Exempt Facility Bonds, Series 2019 (RES Polyflow Indian Project)(Green Bonds) pursuant to the Trust Indenture dated March 1, 2019, by and between UMB Bank, N.A., as trustee and collateral agent together with the proceeds of the Loan Agreement dated March 11, 2019 among the Indiana Finance Authority, RES Polyflow Indiana LLC, and BME

Renewable Polyfuels LLC.

“Bridge Loan Debt” means the outstanding obligations due and owing pursuant to the (i) Security Agreement dated as of March 5, 2025, by and between Brightmark Plastics Renewal LLC, Brightmark Plastics Renewal Services LLC, Brightmark Plastics Renewal Indiana LLC and Brightmark Plastics Ashley Holdco LLC; and (ii) Amended and Restated Secured Promissory Note dated as of March 12, 2025, by and between Brightmark Plastics Renewal LLC, Brightmark Plastics Renewal Services LLC, and Brightmark Plastics Renewal Indiana LLC, as Debtors, and Brightmark Plastics Ashley Holdco LLC, as Creditor, in the principal sum of \$6,500,000.

“Business” shall have the meaning given to such term in the Recitals to this Agreement.

“Business Day” means a day other than Saturday, Sunday, or any day on which the principal commercial banks located in New York, New York are authorized or obligated to close under the federal Laws of the U.S.

“Cash and Cash Equivalents” means the cash and cash equivalents (including deposit accounts, marketable securities and short-term investments) of Seller Parties, net of customer and other third party deposits, deferred revenue, any overdrafts and any outstanding checks, drafts, wire transfers or similar instruments which have not been applied against such cash and cash equivalent balances.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“Contract” means any written contract, agreement, lease, license, commitment, understanding, franchise, warranty, guaranty, mortgage, note, bond, or other instrument or consensual obligation that is legally binding, and any amendments, modifications, or supplements thereto.

“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 policies of a Person, whether through the ownership of voting securities, by contract or credit arrangement, or as trustee, executor or otherwise.

“Court” shall have the meaning given to such term in the Recitals to this Agreement.

“Cure Costs” means all cure costs that must be paid or otherwise incurred by Purchaser as a result or pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Purchased Contracts as agreed by Seller Parties, in consultation with Purchaser, and applicable counterparties or as finally determined by the Court.

“DIP Loan” means that certain Secured, Super-Priority Debtor-In-Possession Loan and Security Agreement by and Among Brightmark Plastics Renewal LLC, Brightmark Plastics Renewal Services LLC, Brightmark Plastics Renewal Indiana LLC, and the other borrowers thereto, as borrowers, and Brightmark Plastic Ashley HoldCo LLC, as lender, dated as of March 17, 2025.

“Encumbrance” means any lien, Liability, Indebtedness, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, sublease, charge, option, right of first offer or first refusal, right of use or possession, restriction, easement, servitude, restrictive covenant, encroachment or encumbrance or any other similar encumbrance or restriction in respect of an asset of such Person, whether imposed by Law, Contract or otherwise.

“Environmental Costs and Liabilities” means with respect to any Person, all Liabilities, remedial actions, losses, damages, costs and expenses (including all reasonable fees, disbursements and expenses of counsel, experts and consultants and costs of investigation and feasibility studies), fines and penalties incurred as a result of any Action, claim or demand by any other Person or in response to any violation of Environmental Law, to the extent based upon, related to, or arising under or pursuant to any Environmental Law, Environmental Permit, or agreement with any Governmental Authority or other Person, which relates to any environmental, human health (to the extent related to exposure to Hazardous Substances) or workplace safety condition, violation or non-compliance of Environmental Law or a release or threatened release of Hazardous Substances.

“Environmental Law” means any law or order regulating or relating to protection or clean up of the environment, natural resources, human health (to the extent related to exposure to Hazardous Substances) or workplace safety, exposure to Hazardous Substances, to pollution (or the cleanup thereof) or to the use, management, manufacture, treatment, storage, processing, production, disposal, release, threatened release, or transportation of Hazardous Substances.

“Environmental Permit” means any permit, license, franchise, approval, authorizations letter, clearance, consent, waiver, closure, exemption, decision, or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

“ERISA” means the U.S. Employee Retirement Income Security Act of 1974, as amended and the rules and regulations promulgated thereunder.

“Escrow Agent” means Verdolino & Lowey, P.C.

“Excluded Assets” means (i) any employees or contractors involved in the Business but not employed by the Seller Parties; (ii) all contracts, agreements and undertakings of Seller Parties other than the Purchased Contracts; (iii) all insurance policies of Seller Parties and the rights thereunder (unless such insurance policy is being expressly assigned to Purchaser); (iv) the rights that accrue or will accrue to Seller Parties under this Agreement.

“Excluded Taxes” means any Liability for Taxes (i) of Seller Parties (or for which Seller Parties may otherwise be liable, including as a transferee, successor, by contract or otherwise), without regard to whether such Taxes relate to periods (or portions thereof) ending on or prior to the Closing Date or thereafter; (ii) with respect to the Business, Purchased Assets or Assumed Liabilities attributable to any Tax period (or portion of a Tax period) ending on or before the Closing Date; or (iii) with respect to any Excluded Asset; in each case other than the Taxes specifically assumed under Schedule 2.02(a).

“GAAP” means U.S. generally accepted accounting principles in effect from time to time.

“Governmental Authority” means any nation, state or local government, or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government or taxation, including any government authority, agency, department board, commission or instrumentality of the U.S., any State of the U.S. or any political subdivision thereof, and any tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization.

“Hazardous Substances” means any toxic, hazardous or dangerous chemical, waste or substance, any pollutant or contaminant regulated under Laws, and any other substance which is regulated, classified, or otherwise characterized under applicable Environmental Laws, including radiation, noise, biological agents, per- and polyfluoroalkyl substances, hydrocarbons, medical waste, petroleum or any fraction or

product thereof, toxic mold, mycotoxins or microbial matter (naturally occurring or otherwise), polychlorinated biphenyls, asbestos or asbestos containing materials and any “contaminant,” “pollutant,” “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous substance” or “toxic substance” or words of similar import under any applicable Environmental Law.

“**Improvements**” means all buildings, structures, fixtures and other Fixed Assets or improvements of any and every nature located on, or annexed, attached or affixed to, actually or constructively, the Owned Real Property.

“**Indebtedness**” means, with respect to any Person as of any time or date, without duplication: (i) any Liabilities of such Person for borrowed money, whether short-term or long-term, and whether secured or unsecured, or with respect to deposits or advances of any kind; (ii) any Liabilities of such Person evidenced by bonds, notes, debt securities, or other similar instruments and associated administration fees; (iii) any Liabilities of such Person issued or assumed as the deferred purchase price of property or services (including any seller notes, earnout obligations or similar contingent payment obligations (such amount to be the maximum amount)); (iv) any Liabilities of such Person upon which interest charges are customarily paid (other than trade payables incurred in the Ordinary Course of Business); (v) any Liabilities in respect of letters of credit, whether drawn or undrawn; (vi) the outstanding amount of any commitment by which such Person assures a creditor against loss (including any reimbursement Liability with respect to performance bonds, customs bonds, surety bonds, bankers acceptances and fidelity bonds); (vii) any leases of such Person required or permitted to be treated as finance leases under GAAP; (viii) all interest rate protection agreements or currency swap transactions of such Person (valued on a market quotation basis), if any; (ix) any Liability secured by, contingent or otherwise, any Encumbrance on the assets or property (whether real, personal, tangible or intangible) of such Person; (x) any Liabilities of such Person under an interest rate, foreign currency exchange, currency swap or other interest or exchange rate hedging transactions (valued at the termination value thereof); (xi) any Liabilities with respect to the factoring of accounts receivable; (xii) any Liabilities resulting from the resolution or settlement of any private or governmental claim, proceeding, action, suit, arbitration, mediation or judicial proceeding to which such Person is a party or otherwise subject; (xiii) any Liabilities of such Person under conditional sale or other title retention agreements relating to any assets or property (whether real, personal, tangible or intangible) purchased by such Person; (xiv) any off-balance sheet financing of a Person (excluding operating leases); (xv) any deferred rent; (xvi) any Liabilities of such Person for underfunded employee pension benefit plans and any unsatisfied Liability for “withdrawal liability” to a “multiemployer plan” as such terms are defined under ERISA; (xvii) any Liabilities for renewals, extensions, refunds, deferrals, restructurings, amendments and modifications of any such Indebtedness; (xviii) all unpaid Tax Liabilities of Seller Parties with respect to the Business, Purchased Assets or Assumed Liabilities (other than any Taxes connected to Employee Compensation assumed by the Purchaser pursuant to this Agreement) that accrue during a taxable period (or portion thereof) ending on or prior to the Closing Date; (xix) any cash overdrafts; (xx) any and all principal accrued interest, breakage or prepayment premiums or penalties or other costs or expenses related to any of the foregoing, including any prepayment premiums payable assuming all amounts owing under any of the foregoing are paid on the Closing Date (whether or not actually paid); (xxi) all guarantees by such Person of Indebtedness or any of Liability of any other Person and any other Liabilities for which such Person is liable, directly or indirectly, as guarantor, surety or otherwise; (xxii) any accrued but unpaid revenue share, partner fees or other similar amounts payable to referral partners or other similar Persons; (xxiii) any deferred revenue received on or prior to the Closing Date; and (xxiv) any amounts set forth on Schedule 2.02(b).

“**Intellectual Property**” means any and all of the following arising pursuant to the laws of any jurisdiction throughout the world: (i) trademarks, service marks, trade names, logos, corporate names and similar indicia of source of origin, all registrations and applications for registration thereof, and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, copyrightable works, rights in

databases, data collections, and all registrations and applications for registration thereof and corresponding rights in works of authorship; (iii) trade secrets and know-how; (iv) patents and patent applications continuations, divisionals, continuations-in-part, reissues and reexaminations; (v) internet domain name registrations and social media handles (vi) software in any form, including internet websites, web content and links, source code, object code and mobile applications; and (vi) other intellectual property and related proprietary rights.

“Intellectual Property Assignment Agreement” means that certain Intellectual Property Assignment Agreement by and among Seller Parties and Purchaser, in the form reasonably acceptable to Purchaser.

“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law or other requirement or rule of law of any Governmental Authority.

“Liability” means any claim, liability or other obligation of any nature, whether asserted or unasserted, absolute or contingent, known or unknown, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due.

“Ordinary Course of Business” means, with respect to any Person, an action taken by such Person in the ordinary course of such Person’s business on a consistent basis with past practice.

“Owned Real Property” means the facility owned by Brightmark Plastics Renewal Indiana LLC, an Indiana corporation (f/k/a RES Polyflow Indiana LLC, an Indiana limited liability company) as further described in Schedule A-1, together with all Improvements situated thereon and all easements, rights-of-way and other rights and privileges appurtenant thereto. Purchaser reserves the right to update Schedule A-1 to reflect the legal description included in the Title Commitment.

“Permitted Encumbrances” means (i) mechanic’s, materialmen’s, carriers’, repairer’s and similar statutory liens arising or incurred in the Ordinary Course of Business that are not yet due and payable (excluding mechanic’s liens that would be in violation of any Purchased Contracts) and for which accrued liabilities (as determined in accordance with GAAP) for the full payment of which have been established, (ii) liens for Taxes, assessments or other governmental charges not yet due and payable as of the date of this Agreement or which are being contested in good faith through appropriate proceedings and for which accrued liabilities (as determined in accordance with GAAP) for the full payment of which have been established, (iii) all existing utility, access or other easements or rights of way of record or other matters of record affecting the Owned Real Property or any part thereof which are shown as exceptions to the Title Commitment, (iv) purchase money Encumbrances and Encumbrances under capital or finance lease arrangements, (v) Encumbrances on the Purchased Assets other than the Owned Real Property which do not impair any Seller Parties’ present use of the Purchased Assets to which they attach in a manner that would, either individually or in the aggregate, interfere with the use of the Purchased Assets in a manner consistent with the current use thereof by Seller Parties or their affiliates, (vi) Encumbrances imposed or promulgated by laws with respect to the Owned Real Property and Improvements, including zoning, building codes and other land use laws regulating the use or occupancy of the Owned Real Property or the activities conducted thereon which are imposed by any Governmental Authority having jurisdiction over the Owned Real Property, that would not have a material and adverse effect on the Business, (vii) matters that would be disclosed by an accurate survey or inspection of the real property, (viii) Encumbrances created by or consented to by Purchaser.

“**Person**” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a Governmental Authority or any other form of entity.

“**Purchased Assets**” shall mean all assets, properties, and rights of every kind and description, real, personal, and mixed, tangible and intangible, wherever situated, used, useful, or held for use in the Business as of the Closing Date, other than the Excluded Assets, including, without limitation, the following:

- (i) all Cash and Cash Equivalents held by Seller Parties at the Closing;
- (ii) all inventory of Seller Parties, including, without limitation, finished products and goods, raw materials, work in process, replacement and component parts, supplies (including recycled plastics), including inventory of Seller Parties held at any third-party location and inventory previously purchased and in transit to Seller Parties;
- (iii) all machinery, equipment, tooling, parts and spare parts, molds, appliances, vehicles (including parts and spare parts therefor), personal property, supplies, computer hardware and software, signs, software, furniture, fixtures and furnishings of Seller Parties as of the Closing Date including tangible assets located or stored at the Owned Real Property (the “**Fixed Assets**”), together with any express or implied warranty by the manufacturers, Seller Parties or lessors thereof or any component part thereof and all maintenance records and other documents related thereto;
- (iv) all rights under any Purchased Contracts, to the extent Purchaser has not, in its sole discretion, within thirty (30) days following the Closing Date, unless such date is extended by mutual agreement of the Parties (or such shorter period of time as permitted by the Bankruptcy Court, but in no event earlier than the Closing Date), elected not to assume such Contract and if a Cure Cost exceeds an amount acceptable to Purchaser in its sole discretion, such Contract shall not be assumed and assigned, and shall not be an Purchased Contract.
- (v) all operating data and records of Seller Parties used in the Business, including information, files, records, data, employee files, plans, schematics, designs, drawings, blue prints, contracts and recorded information, customer, vendor and supplier lists, production records, accounting records, property records, mailing lists, customer pricing information, credit records, correspondence, office supplies, budgets, documents and records similar to the foregoing, and all other records and files with respect to the assets, properties and rights being transferred hereunder;
- (vi) all Intellectual Property owned or, to the extent assignable, used by Seller Parties and the goodwill associated therewith, including those set forth on Schedule A-2;
- (vii) all qualifications, registrations, filings, privileges, franchises, immunities, licenses and permits, authorizations and approvals of any Governmental Authority that are used by, or required for, the ownership and operation of the Business;
- (viii) all rental and other security deposits, credits, prepayments, prepaid expenses, and deferred items (other than deferred Taxes), claims, deposits, refunds, claims for refunds and rights to offset in respect thereof, rights against third parties, letters of credit, causes of Action, choses in action, rights of recovery, rights of set off, and rights of recoupment, rights to warranty claims, other prepaid items and all other intangible rights relating to the Business and/or the Purchased Assets;

(ix) Seller Parties' right, title and interest in and to the Business, its goodwill, its corporate name and any other intangible asset owned by Seller Parties and used in the operation of the Business as of the Closing Date;

(x) all material licenses, permits, registrations, authorizations, qualifications and approvals which are held by Seller Parties and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets,

(xi) all accounts receivable (whether billed or unbilled);

(xii) all tax refunds, or claims of Seller Parties for Tax refunds, tax credits (including research and development credits), tax benefits, or other benefits and governmental charges, including refunds for property tax abatements;

(xiii) all Tax Returns related to the Business or the Purchased Assets;

(xiv) and all of Seller Parties' rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;

(xv) all rights, claims (including insurance claims), causes of Action, demands, judgments, indemnity rights (to the extent assignable to Purchaser), setoffs, recoupments, or similar rights of Seller Parties, which Seller Parties or the Business may have against any Person, except for any such rights, claims, or causes of Action which Seller Parties or the Business may have against Purchaser relating to this Agreement, the Sale Order, and the Transaction Documents;

(xvi) all recoveries by the Seller Parties under 11 U.S.C. § 506(c) whether recovered prior to or after the Closing Date;

(xvii) all of Sellers Parties' rights, title and interest in and to all confidentiality agreements, non-disclosure agreements or non-compete agreements by current or past employees or contractors;

(xviii) all rights to receive vendor rebates accruing in respect of purchases made by either Seller in the Business;

(xix) the corporate seals, organizational documents, minute books, books of account, or other records having to do with the formation and organization of Seller Parties; and

(xx) the Owned Real Property.

"Purchased Contracts" means all Contracts listed on Schedule A-3 attached hereto, that are assumed and assigned from Seller Parties to Purchaser. For the avoidance of doubt, no Contract shall be a Purchased Contract without the consent of Purchaser.

"Sale Order" means an order of the Court, in form and substance acceptable to Purchaser in its reasonable discretion, approving this Agreement and the terms and conditions hereof and authorizing Seller Parties to consummate the transactions contemplated hereby pursuant to sections 363, 365, and 1146(c) of the Bankruptcy Code.

"Special Warranty Deed" means that certain Special Warranty Deed by Brightmark Indiana for the Owned Real Property, in a form reasonably acceptable to Purchaser, conveying fee simple title to the Owned Real Property to Purchaser or its designee.

“Straddle Liabilities” means any Liabilities related to the Purchased Contracts that have accrued in the Ordinary Course of any Seller Party’s Business operations after the Petition Date and prior to the Closing Date, but are not payable until after the Closing Date.

“Tax” or “Taxes” mean any (i) U.S. federal, state, local or foreign net or gross income, gross receipts, payroll, social security (or similar), employment, unemployment, property, occupation, excise, license, sales, use, ad valorem, transfer, franchise, license, withholding or any other tax, (ii) any liability for the payment of any amount of the type described in clause (i) of this definition as the result of any tax sharing or tax allocation agreement or arrangement, or as a result of being liable for another Person’s taxes as a transferee or successor, by contract or otherwise and (iii) in each of clause (i) and (ii), including any interest, penalties or additions with respect thereto; and (iii) unclaimed or abandoned property obligations.

“Tax Authority” means any government or subdivision, agency, commission or authority thereof that has jurisdiction over assessment, determination, collection or other imposition of Taxes.

“Tax Return” as used herein, means any return (including any information return), declaration, statement or report required to be supplied to a Tax Authority in connection with Taxes, including any amendments thereto.

“Transaction Documents” means this Agreement, the Assignment and Assumption Agreement, the Bill of Sale, the Intellectual Property Assignment Agreement, the Special Warranty Deed, the Escrow Agreement, and all other agreements, documents and instruments to be executed and delivered hereunder.

“U.S.” means the United States of America.

“WARN Act” means the Workers Adjustment and Retraining Notification Act or any similar Law of any state, and the rules and regulations promulgated thereunder.

Exhibit A

Escrow Agreement

[attached]

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “**Escrow Agreement**”) is made and entered into as of April 29, 2025, by and between Brightmark Plastics Renewal LLC (the “**Company**”) and Verdolino & Lowey, P.C. as escrow agent (the “**Escrow Agent**”). Collectively, the Company and the Escrow Agent are referred to herein as the “**Parties**”.

RECITALS

WHEREAS, on March 16, 2025, the Company and two (2) of its affiliates (collectively, the “**Debtors**” or the “**Sellers**”) filed voluntary petitions under Chapter 11 of title 11 of the United States Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (the “**Court**”);

WHEREAS, the Debtors’ chapter 11 cases (the “**Chapter 11 Cases**”) are jointly administered as Case No. 25-10472;

WHEREAS, on April 4, 2025, the Court entered the *Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors’ Assets, (II) Authorizing the Debtors to Designate One or More Stalking Horse Bidders and to Provide Bid Protections, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief* [Docket No 85] (the “**Bidding Procedures Order**”) pursuant to which the Debtors are seeking, among other things, Court approval for the Debtors to solicit bids to sell all or substantially all of their assets, or any portion thereof, in each case free and clear of all liens, claims, and encumbrances thereon (each, a “**Sale Transaction**” and collectively, the “**Sale Transactions**”), in accordance with bidding procedures (the “**Bidding Procedures**”)¹ affixed as Exhibit 1 to the Bidding Procedures Order, with such Sale Transaction(s) to be approved by the Court and thereafter consummated;

WHEREAS, the Bidding Procedures require that any prospective bidder (each, a “**Bidder**” and, collectively, the “**Bidders**”) provide a good faith deposit (each, a “**Bidder’s Deposit**”) in connection with its submission of bid materials;

WHEREAS, the Company desires to establish an escrow account (the “**Escrow Account**”) for the purpose of receiving and releasing all Bidder Deposits in connection with the above-described sale process and in accordance with the Bidding Procedures and the Bidding Procedures Order; and

WHEREAS, the Company and Escrow Agent shall enter into good faith deposit agreements (each, a “**Deposit Agreement**”) with individual Bidders substantially in the form affixed hereto as Exhibit A. Each Deposit Agreement shall provide for (i) the deposit and release of the Bidder’s Deposits and (ii) the rights and obligations of such Bidder with respect to its Bidder’s Deposit.

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants hereinafter set forth, the Company and the Escrow Agent hereby agree as follows:

¹ Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Bidding Procedures Order or the Bidding Procedures, as applicable.

1. **Escrow Agent.** The Company hereby appoints the Escrow Agent as its escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.

2. **Entry into Deposit Agreements; Escrow Deposit.** The Escrow Agent and the Company shall enter into a Deposit Agreement with each Bidder upon such Bidder's execution and delivery of a Bid. Pursuant to Section 1 of the Deposit Agreement, each Bidder shall wire transfer its Bidder's Deposit into the Escrow Account where all Bidder Deposit funds shall be deposited and maintained (collectively, the "**Escrow Funds**"). The Escrow Account shall be a comingled account, and the Escrow Agent shall not be required to segregate respective Bidder's Deposits constituting the Escrow Funds. There shall be no limit on the number of Bidders that may wire transfer a Bidder's Deposit into the Escrow Account. The Escrow Agent hereby acknowledges receipt of such Bidder's Deposits wired into the Escrow Account and agrees to hold, distribute and release such Escrow Funds subject to the terms and conditions of this Escrow Agreement, the Deposit Agreements, the Bidding Procedures, the Bidding Procedures Order and any other final, non-appealable order relating to the subject matter of this Agreement which may be entered by this Court.

3. **Duties of Escrow Agent.** The Escrow Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties, including but not limited to any fiduciary duties, shall be implied. Except as may be specifically provided in this Agreement, the Escrow Agent shall not be responsible for or chargeable with knowledge of, nor have any requirement to comply with, the terms and conditions of any other agreement, instrument or document executed by the Company or any of the Sellers, nor shall it be required to determine if the Company or Sellers have complied with any agreement, instrument or Court order. The Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that the Escrow Agent's fraud, gross negligence or willful misconduct was the sole cause of any direct loss to the Sellers. In the event of any disagreement between or among the Escrow Agent, the Sellers or any of them and/or any Bidder resulting in potentially adverse or conflicting claims or demands being made, the Escrow Agent may refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, unless and until a final, non-appealable order of this Court is entered. The rights of the Escrow Agent under this paragraph are cumulative of all other rights which it may have by law or otherwise

4. **Use of Escrow Funds; Ownership of Funds.** The Escrow Funds shall be used solely (a) for application toward the final purchase price upon consummation of a Sale Transaction, (b) for return to a Bidder, or (c) for application toward damages in connection with a failed Sale Transaction, in each case in accordance with the provisions of Section 2 of the respective Deposit Agreement which the Bidder executed, the Bidding Procedures and Bidding Procedures Order. Notwithstanding the comingling of funds, ownership of individual Bidder's Deposits shall remain with each applicable Bidder, and the Sellers shall have no claim to any portion of the Escrow Funds, except as is provided by subsection (c) herein. Release of the Escrow Funds to the Sellers shall be made by wire transfer of immediately available funds to an account or accounts designated by the Sellers on Schedule 1 affixed to the respective Deposit Agreement.

5. **Release of Bidder's Deposits.** The Escrow Agent shall not release any portion of the Escrow Funds from the Escrow Account except (a) in accordance with Direction Letters (as defined in the Deposit Agreement, forms of which are affixed to the Deposit Agreement as Exhibits

A-C) executed by the applicable Authorized Signatory or Signatories (as defined in the Deposit Agreement), or (b) pursuant to a final, non-appealable Court order.

6. **Reliance on Direction Letters.** The Escrow Agent shall be entitled to conclusively rely upon any Direction Letter conforming to the requirements set forth in the Deposit Agreements, and shall have no responsibility to independently review the facts, circumstances, and/or occurrences, including, without limitation, any final and non-appealable order entered by the Court, to which such Direction Letters may refer, nor shall the Escrow Agent be required to interpret or draw legal conclusions with respect to any Direction Letter. The Escrow Agent may conclusively rely upon the Direction Letters without: (i) being required to inquire into or determine the authenticity or validity thereof or the correctness of any fact stated therein; (ii) the propriety or validity of any or all of the term(s) of any instruction or direction therein nor shall it have any duty to inquire into, investigate or confirm the authenticity or validity of any signature believed by the Escrow Agent to be genuine. Upon receipt by the Escrow Agent of a Direction Letter, the Escrow Agent shall release the applicable portion of the Escrow Funds in accordance with the applicable provisions of Section 3 of the applicable Deposit Agreement.

7. **[Reserved].**

8. **Termination; Succession.** This Escrow Agreement shall terminate when all Escrow Funds have been distributed in accordance with this Escrow Agreement. The Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving thirty (30) days' advance notice in writing of such resignation to all Sellers and Bidders specifying the date when such resignation shall take effect. If the Sellers fail to appoint a successor escrow agent prior to the expiration of thirty (30) days following receipt of the notice of resignation, each Bidder's Deposit shall be released back to the applicable Bidder.

9. **Indemnity.** The Company agrees to indemnify and hold harmless the Escrow Agent from all losses, damages, claims, liabilities, penalties, judgments, settlements, actions, suits, proceedings, litigations, investigations, costs or expenses (including without limitation, the fees and expenses of outside counsel and experts and their staffs and all expenses of document location, duplication and shipment) (collectively "**Losses**") arising from (a) the negotiation, preparation, execution, and performance of this Escrow Agreement or any transactions contemplated herein, arising out of or in connection with its carrying out of its duties hereunder or pursuant to the terms of any Good Faith Deposit Agreement or (b) its following the terms of any Direction Letter (except to the extent that its following any such instruction or direction is expressly forbidden by the terms of this Escrow Agreement or any Deposit Agreement), in either case, except those Losses resulting from the Escrow Agent's gross negligence or willful misconduct. In no event shall the Escrow Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. This Section 9 shall survive termination of this Escrow Agreement or the resignation, replacement or removal of the Escrow Agent for any reason.

10. **Compliance with Other Court Orders.** In the event that any of the funds in the Escrow Account shall be attached, garnished or levied upon pursuant to an order of a court of competent jurisdiction, or the delivery thereof shall be stayed or enjoined by an order of a court of competent jurisdiction, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such court orders so entered or issued, and in the event that the Escrow Agent obeys or complies with any such court order, it shall not be liable to the Company or any other

person or entity by reason of such compliance notwithstanding such order being subsequently reversed, modified, annulled, set aside or vacated, so long as the Escrow Agent follows and obeys any such final and non-appealable order reversing, modifying, annulling, setting aside or vacating such original order .

11. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email of a PDF document if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below. Notwithstanding the above, in the case of communications delivered to the Escrow Agent whereby the Escrow Agent must act based on a specified number of days upon its receipt of such communication, such communications shall be deemed to have been given on the date received by an officer of the Escrow Agent or any employee of the Escrow Agent who reports directly to any such officer at the below-referenced office.

If to the Escrow Agent: Verdolino & Lowey, P.C.
Attn: Craig R. Jalbert
124 Washington Street, Suite 101
Foxborough, MA 02035
Email: CJalbert@vlpc.com

If to the Company: Brightmark Plastics Renewal LLC
Attn: Craig R. Jalbert
124 Washington Street
Foxboro, MA 02035
Email: cjalbert@vlpc.com

With copies to:

Potter Anderson & Corroon LLP
Attn: Jeremy W. Ryan, R. Stephen McNeill, & Brett M. Haywood
1313 N. Market St., 6th Floor
Wilmington, DE 19801
Email: jryan@potteranderson.com
rmcneill@potteranderson.com
bhaywood@potteranderson.com

12. **Governing Law; Submission to Jurisdiction.** This Escrow Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or based upon this Escrow Agreement or the transactions contemplated hereby may be instituted in the Court, and each party irrevocably submits to the exclusive jurisdiction of the Court in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in the Court. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or proceeding in the Court and irrevocably waive

and agree not to plead or claim in the Court that any such suit, action or proceeding brought in the Court has been brought in an inconvenient forum.

13. **Waiver of Jury Trial.** Each party acknowledges and agrees that any controversy which may arise under this Escrow Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Escrow Agreement or the transactions contemplated hereby.

14. **Counterparts.** This Escrow Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Escrow Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Escrow Agreement.

15. **Force Majeure.** Whenever performance hereunder is materially prevented or impacted by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war condition, or by reason of any other matter beyond the performing party's reasonable control, then such performance shall be excused and shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

16. **General.** This Escrow Agreement constitutes the entire agreement and understanding of the Parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. If any provision herein shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Escrow Agreement may be modified only by a written instrument duly executed by the Parties. All of the terms, agreements, covenants, representations, warranties and conditions of this Escrow Agreement are binding upon and inure to the benefit of and are enforceable by the Parties.

17. **Disbursement Documentation.** The Company shall, upon execution of this Escrow Agreement, furnish the Escrow Agent with a copy of the Sellers' W-9s and any additional documentation required by the Escrow Agent for purposes of making distributions from the Escrow Account.

18. **Third Party Beneficiaries.** Each Bidder is a third-party beneficiary to this Escrow Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

[Remainder of page intentionally blank; signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

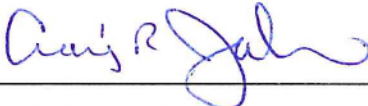
BRIGHTMARK PLASTICS RENEWAL LLC

By: 

Name: Craig R. Jalbert

Title: Chief Restructuring Officer

VERDOLINO & LOWEY, P.C.

By: 

Name: Craig R. Jalbert

Title: Partner

Exhibit A

GOOD FAITH DEPOSIT AGREEMENT

THIS GOOD FAITH DEPOSIT AGREEMENT (this “**Deposit Agreement**”), is made and entered into as of [●], 2025, by and among [BIDDER NAME] (the “**Bidder**”), Brightmark Plastics Renewal LLC (the “**Company**”), and Verdolino & Lowey, P.C., as escrow agent (the “**Escrow Agent**”). Collectively, the Bidder, the Company, and the Escrow Agent are referred to herein as the “**Deposit Parties**,” and each a “**Deposit Party**.”

WHEREAS, on March 16, 2025 (the “**Petition Date**”), the Company and two (2) of its affiliates (collectively, the “**Debtors**” or the “**Sellers**”) filed voluntary petitions under Chapter 11 of title 11 of the United States Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (the “**Court**”);

WHEREAS, on April 4, 2025, the Court entered the *Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors’ Assets, (II) Authorizing the Debtors to Designate One or More Stalking Horse Bidders and to Provide Bid Protections, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief* [Docket No 85] (the “**Bidding Procedures Order**”) pursuant to which the Debtors are seeking, among other things, Court approval for the Debtors to solicit bids to sell all or substantially all of their assets, or any portion thereof, in each case free and clear of all liens, claims, and encumbrances thereon (each, a “**Sale Transaction**” and collectively, the “**Sale Transactions**”), in accordance with bidding procedures (the “**Bidding Procedures**”)² affixed as Exhibit 1 to the Bidding Procedures Order, with such Sale Transaction(s) to be approved by the Court and thereafter consummated;

WHEREAS, the Bidder has been informed that the Company and the Escrow Agent have entered into that certain Good Faith Escrow Agreement, dated April 29, 2025 (the “**Escrow Agreement**”), which established an escrow account (the “**Escrow Account**”) for the purpose of receiving and releasing deposits of funds made in connection with a submission of a Bid (as define below) by prospective bidders (each, a “**Bidder**” and, collectively, the “**Bidders**”) in accordance with the Bidding Procedures and pursuant to the wiring instructions set forth in Schedule 1 affixed hereto (a “**Bidder’s Deposit**”) in connection with the above-described sale process the Bidding Procedures

WHEREAS, the Bidder is making an offer for certain of the Sellers’ assets (the “**Bid**”), and the Sellers have informed the Bidder that any such offers will be subject to higher offers made by any alternative Qualified Bidder(s) (as defined in the Bidding Procedures), if any, at an auction to be held by the Sellers (the “**Auction**”) (as may be modified or canceled pursuant to the Bidding Procedures or by order of the Court); and

WHEREAS, to be evaluated as a Qualified Bid (as defined in the Bidding Procedures), it is the Bidder’s desire to submit a Bidder’s Deposit in the amount of [●] U.S. Dollars (\$[●]) which the Bidder shall wire into the Escrow Account consistent with the prior to the Bid Deadline to be held and distributed by the Escrow Agent in accordance with the terms of this Deposit Agreement;

² Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Bidding Procedures Order or the Bidding Procedures, as applicable.

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants hereinafter set forth, the Deposit Parties agree as follows:

1. **Bidder's Deposits.** Contemporaneously with or prior to the submission of the Bid, the Bidder shall cause funds to have been deposited, by wire transfer made pursuant to the writing instructions contained in Schedule 1 affixed hereto of immediately available funds into the Escrow Account; *provided that*, notwithstanding the timing of receipt of the Bidder's Deposit with respect to this Deposit Agreement, the Bidder's Deposit must be actually deposited into the Escrow Account by the Bid Deadline for the Bidder's bid to be evaluated as a Qualified Bid, unless such requirement is waived or modified as provided for in the Bidding Procedures. The Escrow Agent shall have no role in the evaluation of Qualified Bids beyond confirming the date, time, and amount of funds received constituting the Bidder's Deposit, and the Escrow Agent shall not be responsible for any determinations made by the Sellers in evaluating the Bidder's bid.

2. **Release of Funds.** Ownership of the Bidder's Deposit shall remain with the Bidder and shall not vest in the Company unless pursuant to Section VII.D of the Bidding Procedures in accordance with the terms set forth therein. The Bidder's Deposit will be released from the Escrow Account by the Escrow Agent and delivered to either the Company or the Bidder, as applicable, in accordance with the provisions of the Escrow Agreement and this Deposit Agreement and the procedures set forth in the Bidding Procedures, as follows:

(a) **No Qualified Bid.** Upon the Sellers' determination that the Bidder's bid is rejected and is not a Qualified Bid, the Company and the Bidder shall deliver a joint signed written instruction (a "**Direction Letter**") by a signatory identified on Schedule 2 affixed hereto (each such signatory, on behalf of any party, an "**Authorized Signatory**"), substantially in the form affixed hereto as Exhibit A, authorizing release of the Bidder's Deposit to the Bidder, and upon receipt of such written instruction, the Escrow Agent shall promptly, and in any event within two (2) business days of its receipt of such written instruction, release the Bidder's Deposit by wire transfer to an account or accounts designated by the Bidder in the joint Direction Letter.

(b) **Successful Bidder.** In the event that the Bidder is selected as the Successful Bidder, upon consummation of a Sale Transaction, the Bidder and the Company shall deliver a joint Direction Letter, signed by the applicable Authorized Signatories, substantially in the form affixed hereto as Exhibit B, stating that a Sale Transaction has been consummated and authorizing release of the Bidder's Deposit to the Company, and upon receipt of such written instruction, the Escrow Agent shall promptly, and in any event within two (2) business days of receipt of such written instruction, release the Bidder's Deposit by wire transfer to an account or accounts designated by the Company in the joint Direction Letter.

(c) **Backup Bidder.** If the Bidder is selected as the Backup Bidder, and the Backup Bidder does not become the Successful Bidder, the Company and the Bidder shall, following the occurrence of the Backup Bid Expiration Date, deliver a joint Direction Letter, substantially in the form affixed hereto as Exhibit A, authorizing release of the Bidder's Deposit to the Bidder, and upon receipt of such written instruction, the Escrow Agent shall promptly, and in any event within two (2) business days of its receipt of such

written instruction, release the Bidder's Deposit by wire transfer to an account or accounts designated by Bidder in the joint Direction Letter. If a Sale Transaction with the Successful Bidder is not consummated prior to the Backup Bid Expiration Date and the Backup Bidder becomes the Successful Bidder, then Section 2(b) of this Deposit Agreement shall apply.

(d) Bidder Not Selected. Upon the Sellers' selection of the Successful Bidder and/or Backup Bidder, if the Bidder is not selected, then the Company and the Bidder shall deliver a joint Direction Letter, signed by an Authorized Signatory, substantially in the form affixed hereto as Exhibit A, authorizing release of the Bidder's Deposit to the Bidder, and upon receipt of such written instruction, the Escrow Agent shall promptly, and in any event within two (2) business days of receipt of such written instruction, release the Bidder's Deposit by wire transfer to an account or accounts designated by the Bidder in the joint Direction Letter.

(e) Liquidated Damages to Sellers. The Sellers shall deliver a Direction Letter, signed by an Authorized Signatory, substantially in the form affixed hereto as Exhibit C, and copying the Bidder on such written instruction, stating that the Bidder's Deposit is payable to the Sellers as liquidated damages due to the Bidder's failure to satisfy its obligations in accordance with the Bidding Procedures or its Bid. If the Bidder does not provide written notice disputing the Sellers' written instruction within three (3) business days after the Escrow Agent's receipt of such written instruction from the Sellers (the "**Bidder Reply Deadline**"), the Escrow Agent shall promptly, and in any event within two (2) business days following expiration of the Bidder Reply Deadline, release the Bidder's Deposit by wire transfer to an account or accounts designated by the Company in the joint Direction Letter. If the Bidder responds by the Bidder Reply Deadline disputing release of the Bidder's Deposit to the Sellers, the Escrow Agent shall not release funds until either (i) delivery of a joint Direction Letter, signed by the applicable Authorized Signatories, reflecting the parties' resolution and resultant distribution directions, or (ii) delivery by the Sellers of a Direction Letter, signed by an Authorized Signatory, and copying the Bidder on such written instruction, accompanied by a final and non-appealable order from the Court, pursuant to which the Court has determined whether and to what extent the Bidder or the Sellers are entitled to Bidder's Deposit (or any portion thereof).

3. Reliance on Direction Letters. The Sellers and the Bidder understand, acknowledge and agree that the Escrow Agent shall be entitled to conclusively rely upon the Direction Letter and shall have no responsibility to independently review the facts, circumstances, and/or occurrences, including, without limitation, any final and non-appealable order entered by the Court, to which such Direction Letters may refer, nor shall the Escrow Agent be required to interpret or draw legal conclusions with respect to a Direction Letter. The Escrow Agent may conclusively rely upon the Direction Letter without: (i) being required to inquire into or determine the authenticity or validity thereof or the correctness of any fact stated therein; (ii) the propriety or validity of any or all of the term(s) of any instruction or direction therein nor shall it have any duty to inquire into, investigate or confirm the authenticity or validity of any signature believed by the Escrow Agent to be genuine.

4. **Court Order.** Notwithstanding any other provision in this Deposit Agreement to the contrary, this Deposit Agreement may be modified by a final and non-appealable order of the Court, and the Escrow Agent shall be bound by any such modifications.

5. **Termination; Succession.** This Deposit Agreement shall terminate when all of Bidder's Deposit has been distributed in accordance with this Deposit Agreement. The Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving thirty (30) days' advance notice in writing of such resignation to the Bidder and the Company specifying a date when such resignation shall take effect. If the Company has failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following receipt of the notice of resignation, the Bidder's Deposit shall be released back to the Bidder.

6. **Indemnity.** The Sellers and the Bidder agree to, jointly and severally, indemnify and hold harmless the Escrow Agent from all losses, damages, claims, liabilities, penalties, judgments, settlements, actions, suits, proceedings, litigations, investigations, costs or expenses (including without limitation, the fees and expenses of outside counsel and experts and their staffs and all expenses of document location, duplication and shipment) (collectively "**Losses**") arising from (a) the negotiation, preparation, execution, and performance of this Deposit Agreement or any transactions contemplated herein, arising out of or in connection with its carrying out of its duties hereunder or (b) its good-faith effort to fulfill the terms of any Direction Letter (except to the extent that its following any such instruction or direction is expressly forbidden by the terms of this Deposit Agreement), in either case except those Losses resulting from the Escrow Agent's gross negligence or willful misconduct. In no event shall the Escrow Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. This Section 6 shall survive termination of this Deposit Agreement or the resignation, replacement or removal of the Escrow Agent for any reason.

7. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Deposit Parties at the addresses indicated below. Notwithstanding the above, in the case of communications delivered to the Escrow Agent whereby the Escrow Agent must act based on a specified number of days upon its receipt of such communication, such communications shall be deemed to have been given on the date received by an officer of the Escrow Agent, any employee of the Escrow Agent who reports directly to any such officer at the above-referenced office, or the individual set forth in the "Attn" field for the Escrow Agent below.

If to the Escrow Agent:

Verdolino & Lowey, P.C.
Attn: Craig R. Jalbert
124 Washington Street, Suite 101
Foxborough, MA 02035

Email: CJalbert@vlpc.com

If to the Company: Brightmark Plastics Renewal LLC
Attn: Craig R. Jalbert
124 Washington Street
Foxboro, MA 02035
Email: cjalbert@vlpc.com

With copies to:

Potter Anderson & Corroon LLP
Attn: Jeremy W. Ryan, R. Stephen McNeill, & Brett M. Haywood
1313 N. Market St., 6th Floor
Wilmington, DE 19801
Email: jryan@potteranderson.com
rmcneill@potteranderson.com
bhaywood@potteranderson.com

If to the Bidder: [•]

With copies to:

[•]

8. **Governing Law; Submission to Jurisdiction.** This Deposit Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or based upon this Deposit Agreement or the transactions contemplated hereby may be instituted in the Court, and each party irrevocably submits to the exclusive jurisdiction of the Court in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in the Court. The Deposit Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or proceeding in the Court and irrevocably waive and agree not to plead or claim in the Court that any such suit, action or proceeding brought in the Court has been brought in an inconvenient forum.

9. **Waiver of Jury Trial.** Each Deposit Party acknowledges and agrees that any controversy which may arise under this Deposit Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Deposit Agreement or the transactions contemplated hereby.

10. **Counterparts.** This Deposit Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Deposit Agreement delivered by email or other means of

electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Deposit Agreement.

11. **Force Majeure.** Whenever performance hereunder is materially prevented or impacted by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war condition, or by reason of any other matter beyond the performing party's reasonable control, then such performance shall be excused and shall be deemed suspended during the continuation of such prevention, subject to such performing party using commercially reasonable efforts to resume such performance.

12. **General.** This Deposit Agreement constitutes the entire agreement and understanding of the Deposit Parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the Signatories, written or oral, to the extent they relate in any way to the subject matter hereof. If any provision herein shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Deposit Agreement may be modified only by a written instrument duly executed by the signatories hereto. All of the terms, agreements, covenants, representations, warranties and conditions of this Deposit Agreement are binding upon, and inure to the benefit of and are enforceable by, the signatories and their respective successors and permitted assigns.

13. **Disbursement Documentation.** The Bidder shall, subject to the provisions of Section 17 of the Escrow Agreement (which section is incorporated herein by reference), upon request by the Escrow Agent, furnish the Escrow Agent with any documentation required by the Escrow Agent for purposes of making distributions from the Escrow Account.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Deposit Agreement on the date first written above.

[BIDDER NAME]

By: _____

Name:

Title:

**BRIGHTMARK PLASTICS RENEWAL
LLC**

By: _____

Name:

Title:

VERDOLINO & LOWEY, P.C.

By: _____

Name:

Title:

Schedule 1 to Deposit Agreement

Schedule 1
Bidder Deposit Instructions

Per the requirements of Section 1 of the Deposit Agreement, the wiring instructions for the Escrow Account are as follows:

Bank: Citizens Bank
One Citizens Drive
Riverside, RI 02915

Routing No.: 011500120

Acct. No.: 140311-220-4

Account Title: Verdolino & Lowey, PC
Client Funds Incoming Wires

Address: 124 Washington Street, Suite 101
Foxboro, MA 02035

Schedule 2 to Deposit Agreement

Schedule 2
Authorized Signatories

Name(s), telephone number(s), and authorized signature(s) for person(s) designated to execute this Deposit Agreement and issue Direction Letters to the Escrow Agent:

Company

Name	Telephone Number(s)	Signature
------	---------------------	-----------

C:

Bidder

Name	Telephone Number(s)	Signature
------	---------------------	-----------

C:

Exhibit A

Joint Authorization to Refund the Bidder's Deposit

Exhibit A to Deposit Agreement

Date: [●]

Verdolino & Lowey, P.C.
124 Washington Street, Suite 101
Foxborough, MA 02035
Attn: [●]

**Re: Escrow Account #[●]
Joint Authorization to Refund Bidder's Deposit**

Dear Sir/Madam:

Reference is made to (a) that certain Escrow Agreement, by and among Brightmark Plastics Renewal LLC, a Delaware limited liability company (the “**Company**” and together with its affiliates, the “**Sellers**”) and Verdolino & Lowey, P.C. (the “**Escrow Agent**”) dated as of April [●], 2025 (the “**Escrow Agreement**”), and (b) that certain Good Faith Deposit Agreement by and among [BIDDER NAME], a [●] (the “**Bidder**”), the Company, and the Escrow Agent, dated as of April [●], 2025 (the “**Deposit Agreement**”). Unless otherwise indicated, all capitalized terms used and not otherwise defined herein have the respective meanings given to them in the Deposit Agreement.

This notice constitutes a Direction Letter by the Bidder's and the Company's Authorized Signatories directing release of the Bidder's Deposit pursuant to Section [2(a) / 2(c) / 2(d) / 2(e)] of the Deposit Agreement. [The Sellers have determined that Bidder's bid is rejected and is not a Qualified Bid / The Sellers having selected the Bidder's bid as the Backup Bid and the Backup Bid Expiration Date having occurred / The Sellers have not selected the Bidder's bid as the Successful Bid, nor has Bidder's bid been selected as a Backup Bid / The Sellers and the Bidder have resolved their dispute regarding disbursement of fund from the Bidder's Good Faith Deposit], and the Company and the Bidder therefore hereby jointly instruct the Escrow Agent to release from the Escrow Account the Bidder's Deposit, an amount equaling [●] U.S. Dollars (\$[●]), via wire transfer of immediately available funds to the Bidder in the following amount(s) at the below-designated account(s).

[Remainder of page intentionally left blank]

Exhibit A to Deposit Agreement

Best,

BRIGHTMARK
RENEWAL LLC

PLASTICS

[BIDDER NAME]

Name:Authorized Signatory under the Escrow
AgreementAuthorized Signatory under the
Deposit Agreement_____
Name:Authorized Signatory under the
Deposit Agreement

Account Holder	Amount to be Transferred (USD)	Wire Information
[●]	\$(●)	Bank: [●] Routing No.: [●] Acct. No.: [●]

Exhibit B
Joint Post-Consummation Direction

Exhibit B to Deposit Agreement

Date: [●]

Verdolino & Lowey, P.C.
124 Washington Street, Suite 101
Foxborough, MA 02035
Attn: [●]

**Re: Escrow Account #[●]
Joint Post-Consummation Direction**

Dear Sir/Madam:

Reference is made to (a) that certain Escrow Agreement, by and among Brightmark Plastics Renewal LLC, a Delaware limited liability company (the “**Company**” and together with its affiliates, the “**Sellers**”) and Verdolino & Lowey, P.C. (the “**Escrow Agent**”) dated as of April [●], 2025 (the “**Escrow Agreement**”), and (b) that certain Good Faith Deposit Agreement by and among [BIDDER NAME], a [●] (the “**Bidder**”), the Company, and the Escrow Agent, dated as of April [●], 2025 (the “**Deposit Agreement**”). Unless otherwise indicated, all capitalized terms used and not otherwise defined herein have the respective meanings given to them in the Deposit Agreement.

This notice constitutes a Direction Letter by both the Bidder’s and the Company’s Authorized Signatories informing the Escrow Agent of consummation of a Sale Transaction and directing release of the Bidder’s Deposit to the Company. The Company and the Bidder therefore hereby jointly instruct the Escrow Agent to release from the Escrow Account the Bidder’s Deposit, an amount equaling [●] U.S. Dollars (\$[●]), via wire transfer of immediately available funds to the Company in the following amount(s) at the below-designated account(s).

[Remainder of page intentionally left blank]

Exhibit B to Deposit Agreement

Best,

BRIGHTMARK
RENEWAL LLC

PLASTICS

[BIDDER NAME]

Name:Authorized Signatory under the
Escrow AgreementAuthorized Signatory under the
Deposit Agreement_____
Name:Authorized Signatory under the
Deposit Agreement

Account Holder	Amount to be Transferred (USD)	Wire Information
[●]	\$(●)	Bank: [●] Routing No.: [●] Acct. No.: [●]

Exhibit C
Joint Termination Direction

Exhibit C to Deposit agreement

Date: [●]

Verdolino & Lowey, P.C.
124 Washington Street, Suite 101
Foxborough, MA 02035
Attn: [●]

**Re: Escrow Account #[●]
Joint Termination Direction**

Dear Sir/Madam:

Reference is made to (a) that certain Escrow Agreement, by and among Brightmark Plastics Renewal LLC, a Delaware limited liability company (the “**Company**” and together with its affiliates, the “**Sellers**”) and Verdolino & Lowey, P.C. (the “**Escrow Agent**”) dated as of April [●], 2025 (the “**Escrow Agreement**”), and (b) that certain Good Faith Deposit Agreement by and among [BIDDER NAME], a [●] (the “**Bidder**”), the Company, and the Escrow Agent, dated as of April [●], 2025 (the “**Deposit Agreement**”). Unless otherwise indicated, all capitalized terms used and not otherwise defined herein have the respective meanings given to them in the Deposit Agreement.

This notice constitutes a Direction Letter, in accordance with Section 2(e) of the Deposit Agreement, by the Company’s Authorized Signatory informing the Escrow Agent of the Purchase Agreement and directing release of the Bidder’s Deposit to the Company. The Company therefore hereby instructs the Escrow Agent to release from the Escrow Account the Bidder’s Deposit, an amount equaling [●] U.S. Dollars (\$[●]), via wire transfer of immediately available funds to the Company in the following amount(s) at the below-designated account(s).

[Remainder of page intentionally left blank]

Exhibit C to Deposit Agreement

Best,

BRIGHTMARK PLASTICS
RENEWAL LLC

Name:

Authorized Signatory under the
Escrow Agreement

Authorized Signatory under the
Deposit Agreement

Account Holder	Amount to be Transferred (USD)	Wire Information
[●]	\$(●)	Bank: [●] Routing No.: [●] Acct. No.: [●]

cc: [BIDDER'S NAME]

Exhibit B

Closing Deliveries by Seller Parties

1. Assignment and Assumption Agreement. The Assignment and Assumption Agreement, duly executed by Seller Parties.
2. Bill of Sale. The Bill of Sale, duly executed by Seller Parties for the benefit of Purchaser (or its designated Affiliates).
3. Intellectual Property Assignment Agreement. The Intellectual Property Assignment Agreement, duly executed by Seller Parties.
4. Special Warranty Deed. The Special Warranty Deed, duly executed by Brightmark Indiana.
5. Officer's Certificate. A certificate from a secretary or equivalent officer of each Seller Party dated as of the Closing Date certifying as to (i) true and complete copies of the resolutions of the governing body of such Seller Party authorizing the execution, delivery and performance by such Seller Party of this Agreement and the other Transaction Documents that such Seller Party is required to execute and deliver pursuant to the terms of this Agreement, (ii) true and complete copies of such Seller Party's organizational documents, (iii) the incumbency of the officer of such Seller Party executing this Agreement and any other agreement or instrument contemplated herein to which such Seller Party is a party on behalf of such Seller Party, and (iv) a good standing certificate for such Seller Party from each jurisdiction in which such Seller Party is incorporated dated within 10 days of Closing.
6. W-9. An Internal Revenue Service Form W-9 properly executed and completed by each Seller Party.
7. Sale Order. A copy of the Sale Order.
8. Vehicle Titles. Seller Parties shall deliver endorsed certificates of title and registrations for any and all trucks, motor vehicles, and trailers among the Purchased Assets to be conveyed, transferred, and sold by Seller Parties to Purchaser or its designated Affiliates.
9. Other Required Documents. All other deeds, endorsements, assignments, company seals, instruments of transfer, and other instruments of conveyance reasonably requested by Purchaser or required to convey and assign the Purchased Assets to Purchaser (or its designated Affiliates) and vest title therein in Purchaser (or its designated Affiliates).
10. Assignment of Right of First Refusal Agreement. An assignment of Brightmark Indiana's rights and obligations pursuant to the Right of First Refusal Agreement dated February 21, 2019, by and between Wayne E. Klink and Carol A. Klink, collectively as Owner, and Brightmark Plastics Renewal Indiana LLC (f/k/a RES Polyflow Indiana LLC) in a form acceptable to Purchaser, duly executed by Brightmark Indiana.

Exhibit C

Closing Deliveries by Purchaser

1. Purchase Price. The Purchase Price payable to Seller as provided in Sections 2.03 and 2.05.
2. Assignment and Assumption Agreement. The Assignment and Assumption Agreement, duly executed by Purchaser (or its designated Affiliates).
3. Intellectual Property Assignment Agreement. The Intellectual Property Assignment Agreement, duly executed by Purchaser (or its designated Affiliates).
4. Authorizing Resolutions. An authorizing resolution of the governing body of Purchaser authorizing the execution, delivery and performance by Purchaser of this Agreement and the other Transaction Documents that Purchaser is required to execute and deliver pursuant to the terms of this Agreement.
5. Other Required Documents. All such other documents, instruments and certificates, reasonably requested by Sellers, to evidence the assumption by Purchaser of the Assumed Liabilities.

Schedule 2.02(a)**Assumed Liabilities**

#	DESCRIPTION	PROJECTED VALUE
1	Bridge Loan Debt	\$5,847,681.30
2	Liabilities under the Purchased Contracts, including any Cure Costs and Straddle Liabilities	\$258,546.58
3	All estimated accrued expenses and accounts payable of the Seller Parties incurred in the Ordinary Course of Business prior to the Closing (the “ Accounts Payable ”) except as set forth on <u>Schedule 2.02(b)</u>	\$6,200,000
4	All estimated employee compensation (including all applicable wages and taxes), bonuses and benefits, severance, retention, change in control, paid time off, and accrued vacation incurred in the Ordinary Course of Business earned by employees of Seller Parties for any pay or other accrual period from March 28, 2025 through the Closing Date (in each case, solely to the extent not already paid by Purchaser or a Seller Party) (the “ Employee Compensation ”)	\$260,000
5	All estimated liabilities under the Benefit Plans	\$30,000
6	The DIP Loan	Balance not credit bid
7	All Environmental Costs and Liabilities arising out of the operation of the Business prior to the Closing	All
8	All personal property Taxes, real property Taxes, transfer Taxes and Sales and Use Taxes	All

Schedule 2.02(b)

Excluded Liabilities

- (i) All Liabilities and Indebtedness for accrued expenses and accounts payable of Seller Parties related to Himco Waste-Away Services, Inc.
- (ii) All Liabilities and Indebtedness related to employment (other than relating to Employee Compensation) arising from, or relating to, circumstances occurring prior to Closing, including the following claims:
 - a. That certain lawsuit entitled 'Kyle Aldrich, Plaintiff, v. Brightmark Renewal Services LLC, Defendant', filed in the Steuben County Circuit Court, in the state of Indiana, Cause No. 76C01-2402-CT-000267.
- (iii) All Liabilities and Indebtedness with respect to the Bonds.
- (iv) All Excluded Taxes.
- (v) All Liabilities and Indebtedness related to Contracts that are not Purchased Contracts, including for rejection damages.

Schedule 2.08**Allocation Schedule**

<u>Asset Class</u>	<u>Example of Includible Assets</u>	<u>Methodology</u>
Class I Assets	Includes cash and certain deposit accounts.	Fair Market Value
Class II Assets	Includes certain actively traded property, certificates of deposit and foreign currency.	Fair Market Value
Class III Assets	Includes accounts receivable and certain assets regularly marked- to-market by Company.	Fair Market Value
Class IV Assets	Includes inventory and other stock in trade.	Net Book Value
Class V Assets	All assets not included in Class I, II, III, IV, VI or VII.	Net Book Value
Class VI Assets and Class VII Assets	Goodwill and other intangibles described in Code Section 197.	The remainder of the purchase price after the above allocations, as determined for U.S. federal income tax purposes.

Schedule A-1

Owned Real Property Description

PARCEL I (Tax ID 76-11-32-000-033.050-018)

Part of the lands of Wayne Klink, Jr. and Carol A. Klink as described in Recorder's Document [#97-04-0287](#) being situated in the East Half of the Southeast Quarter of Section 32, Township 36 North, Range 13 East, Steuben Civil Township, Steuben County, Indiana, more particularly described as follows:

BEGINNING at a 5/8-inch rebar monumenting the Northeast corner of the Southeast Quarter of said Section 32, thence South 00 degrees 50 minutes 48 seconds West on the East line of said Southeast Quarter, a distance of 1287.65 feet to a 5/8-inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" on the North right-of-way line of the Hillsdale Railroad; thence North 89 degrees 20 minutes 44 seconds West on said North right-of-way line, a distance of 1320.52 feet to a 5/8-inch rebar with a "RUSSELL" identification cap on the West line of the East Half of said Southeast Quarter; thence North 00 degrees 43 minutes 26 seconds East on said West line, a distance of 1288.95 feet to a 5/8-inch rebar with a "RUSSELL" identification cap monumenting the Northwest corner of the East Half of said Southeast Quarter; thence South 89 degrees 17 minutes 21 seconds East (recorded bearing and is the basis of bearings this description) on the North line of said Southeast Quarter, a distance of 1323.27 feet to the Point of Beginning, containing 39.095 acres of land, more or less.

EXCEPT, Part of the lands of Wayne Klink, Jr. and Carol A. Klink as described in Recorder's Document [#97-04-0287](#) being situated in the East Half of the Southeast Quarter of Section 32, Township 36 North, Range 13 East, Steuben Civil Township, Steuben County, Indiana, more particularly described as follows: Commencing at a 5/8-inch rebar monumenting the Northeast corner of the Southeast Quarter of said Section 32, thence South 00 degrees 50 minutes 48 seconds West (recorded bearing of South 89 degrees 17 minutes 21 seconds East for the North line of said Southeast Quarter is the basis of bearings this description) on the East line of said Southeast Quarter, a distance of 1287.65 feet to a 5/8-inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" (noted as an Anderson rebar in the remainder of this description) on the North right-of-way line of the Hillsdale Railroad; thence North 89 degrees 20 minutes 44 seconds West on said North right-of-way line, a distance of 910.50 feet to an Anderson rebar monumenting the POINT OF BEGINNING for the parcel of land herein described; thence North 00 degrees 44 minutes 17 seconds East, a distance of 85.00 feet to an Anderson rebar; thence North 89 degrees 20 minutes 44 seconds West, a distance of 256.00 feet to an Anderson rebar; thence South 00 degrees 44 minutes 17 seconds West, a distance of 85.00 feet to an Anderson rebar on the North right-of-way line of the Hillsdale Railroad; thence South 89 degrees 20 minutes 44 seconds East on said North right-of-way line, a distance of 256.00 feet to the Point of Beginning, containing 0.500 acre of land, more or less.

SUBJECT TO the temporary access easement for ingress and egress reserved by Grantor, for the benefit of the real estate described in *Exhibit "D"* attached and incorporated to Special Warranty Deed from Wayne Klink, Jr. and Carol A. Klink, as husband and wife, to RES Polyflow Indiana LLC, an Indiana limited liability company, recorded April 19, 2019 as [Instrument No. 19040415](#) in said County Recorder's Office, described as follows:

Part of the lands of Wayne Klink, Jr. and Carol A. Klink as described in Recorder's Document [#97-04-0287](#) being situated in the East Half of the Southeast Quarter of Section 32, Township 36 North, Range 13 East, Steuben Civil Township, Steuben County, Indiana, more particularly described as follows: Commencing at a 5/8-inch rebar monumenting the Northeast corner of the Southeast Quarter of said Section 32, thence South 00 degrees 50 minutes 48 seconds West (recorded bearing of South 89 degrees 17 minutes 21 seconds East for the North line of said Southeast Quarter is the basis of bearings this description) on the East line of said Southeast Quarter, a distance of 1287.65 feet to a 5/8-inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" (noted as an Anderson rebar in the remainder of this description) on the North right-of-way line of the Hillsdale Railroad; thence North 89 degrees 20 minutes 44 seconds West on said North right-of-way line, a distance of 1166.50 feet to an Anderson rebar monumenting the POINT OF BEGINNING for the parcel of land herein described; thence continuing North 89 degrees 20 minutes 44 seconds West on said North right-of-way line, a distance of 154.00 feet to a 5/8-inch rebar with a "RUSSELL" identification cap on the West line of the

East Half of said Southeast Quarter; thence North 00 degrees 43 minutes 26 seconds East on said West line, a distance of 150.00 feet to an Anderson rebar; thence South 89 degrees 20 minutes 44 seconds East, a distance of 154.04 feet to an Anderson rebar; thence South 00 degrees 44 minutes 17 seconds West, a distance of 150.00 feet to the Point of Beginning, containing 0.530 acres of land, more or less.

FURTHER EXCEPT, that portion of the real estate conveyed to the Town of Ashley, Indiana, by RES Polyflow Indiana LLC, an Indiana limited liability company, by Special Warranty Deed recorded April 19, 2019 as Instrument No. [19040418](#) in aforesaid County Recorder's Office, described as follows:

Part of the lands of Wayne Klink, Jr. and Carol A. Klink as described in Recorder's Document [#97-04-0287](#) being situated in the East Half of the Southeast Quarter of Section 32, Township 36 North, Range 13 East, Steuben Civil Township, Steuben County, Indiana, more particularly described as follows: Commencing at a 5/8-inch rebar monumenting the Northeast corner of the Southeast Quarter of said Section 32, thence South 00 degrees 50 minutes 48 seconds West (recorded bearing of South 89 degrees 17 minutes 21 seconds East for the North line of said Southeast Quarter is the basis of bearings this description) on the East line of said Southeast Quarter, a distance of 1287.65 feet to a 5/8-inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" (noted as an Anderson rebar in the remainder of this description) on the North right-of-way line of the Hillsdale Railroad; thence North 89 degrees 20 minutes 44 seconds West on said North right-of-way line, a distance of 1166.50 feet to an Anderson rebar monumenting the POINT OF BEGINNING for the parcel of land herein described; thence continuing North 89 degrees 20 minutes 44 seconds West on said North right-of-way line, a distance of 154.00 feet to a 5/8-inch rebar with a "RUSSELL" identification cap on the West line of the East Half of said Southeast Quarter; thence North 00 degrees 43 minutes 26 seconds East on said West line, a distance of 150.00 feet to an Anderson rebar; thence South 89 degrees 20 minutes 44 seconds East, a distance of 154.04 feet to an Anderson rebar; thence South 00 degrees 44 minutes 17 seconds West, a distance of 150.00 feet to the Point of Beginning, containing 0.530 acre of land, more or less.

PARCEL II (Tax ID 76-11-32-000-029.009-017)

That line of railroad commencing in Section 13, Township 38 North of Range 14 East and thence extending on a varying course through Sections 14, 15, 22, 21, 28, 29, 32 and 31 of said Township 38 North of Range 14 East; through Sections 6 and 7 of Township 37 North of Range 14 East; through Sections 12, 13, 14, 23, 26, 34 and 35 of Township 37 North of Range 13 East; through Sections 2, 3, 10, 15, 22, 27 and 34 of Township 36 North of Range 3 East;

ALSO, the line of railroad commencing at the connection with the Pigeon River Railroad Company where it intersects the East line of the West half of the West Half of Section 36, Township 36 North of Range 12 East, and thence extending on a varying course through Section 36 of said Township 36 North of Range 12 East; through Sections 31, 32, 33, 34, 35 and 36 of Township 36 North of Range 14 East; and, through Sections 31, 32, 29 and 28 of Township 36 North of Range 15 East.

By this instrument Grantor seeks to convey all of its right, title and interest in and to any and all real estate, including railroad tracks, facilities and appurtenances in Steuben County, Indiana. Such interest includes, but is not necessarily limited to, any interest now held by Grantor in the real estate, railroad tracks, facilities and appurtenances described in Warranty Deed dated October 26, 1978 and recorded October 27, 1978 at [Deed Record 173 Page 284](#); Quit Claim Deed dated January 1, 1979 but recorded December 28, 1978 at [Deed Record 174 Page 73](#); Quit Claim Deed dated May 7, 1984 and recorded November 28, 1984 at [Deed Record 195 Page 420](#); and, Quit Claim Deed dated March 31, 1986 and recorded April 7, 1986 at [Deed Record 201 Page 190](#), each being recorded in the Office of the Recorder of Steuben County, Indiana.

(Remainder of Page Intentionally Blank)

Schedule A-2

Intellectual Property

First Amended and Restated Master Technology Agreement by and between Brightmark Plastics Renewal Technologies, LLC (f/k/a RES Polyflow LLC) and Brightmark Plastics Renewal LLC dated February 25, 2022 (the “**Master Agreement**”).

License Agreement by and between Brightmark Plastics Renewal Technologies, LLC (f/k/a RES Polyflow LLC) and Brightmark Plastics Renewal Indiana LLC (f/k/a RES Polyflow Indiana LLC) dated April 10, 2019 (the “*License Agreement*”)

Schedule A-3

PURCHASED CONTRACTS

1. That certain Customs Power of Attorney by and between Brightmark Plastics Renewal Indiana LLC and ALARA Logistics / ALARA Trade LLC dated as of December 21, 2023.
2. That certain Master Lease Agreement by and between Brightmark Plastics Renewal Indiana LLC and Aries Building Systems, LLC dated as of January 16, 2025.
3. That certain Agreement to Defend, Indemnify, and Hold Harmless by and between Brightmark Plastics Renewal Indiana LLC and Ashley Police Department dated as of June 7, 2022.
4. That certain Real Estate Lease by and between Brightmark Plastics Renewal Indiana LLC and Auburn Real Estate Holdings, LLC dated as of January 8, 2024 and the Lease Extension Notice dated November 20, 2024.
5. That certain Feedstock Supply Agreement by and between Brightmark Plastics Renewal Indiana LLC and Biscayne National Park dated as of March 6, 2024.
6. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and BMQ Enterprises, Inc. dated as of December 4, 2024.
7. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and BMQ Enterprises, Inc. dated as of December 4, 2024.
8. That certain Master Services Agreement by and between Brightmark Plastics Renewal LLC and Burckhardt Compression (US) Inc. dated as of March 29, 2024.
9. That certain Services Agreement by and between RES Polyflow Indiana LLC (nka Brightmark Plastics Renewal Indiana LLC) and Bureau Veritas Commodities and Trade Inc. dated as of October 4, 2019 and Amendment No. 1 by and between Brightmark Plastics Renewal Indiana LLC and Bureau Veritas Commodities and Trade Inc. thereto.
10. That certain Feedstock Supply Agreement by and between Brightmark Plastics Renewal Indiana LLC and Cellmark dated as of July 31, 2024.
11. That certain Purchase Order by and between Brightmark Plastics Renewal Indiana LLC and Chemcad LLC dated as of June 3, 2024.
12. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and Chemted LLC dated as of February 20, 2025.
13. That certain Short-Term Feedstock Supply Agreement by and between Brightmark Plastics Renewal Indiana LLC and Cincinnati Recycling and Reuse Hub dated as of April 28, 2022.
14. That certain Facility Services Rental Service Agreement by and between Brightmark Plastics Renewal Services LLC and Cintas Corporation dated as of October 12, 2020.

15. That certain Short-Term Feedstock Supply Agreement by and between Brightmark Plastics Renewal Indiana LLC and Clean Planet Recycling, LLC dated as of February 21, 2022.
16. That certain Feedstock Supply Agreement by and between Brightmark Plastics Renewal Indiana LLC and Closed Loop Solutions, LLC dated as of May 10, 2024.
17. That certain Engagement Agreement by and between Brightmark Plastics Renewal Indiana LLC and CohnReznick LLP dated as of October 10, 2024.
18. That certain Master Services Agreement by and between Brightmark Plastics Renewal Indiana LLC and Colliers Engineering & Design, Inc. dated as of February 21, 2024.
19. That certain Feedstock Supply Agreement by and between Brightmark Plastics Renewal Indiana LLC and Columbia City Plastics, Inc. dated as of October 18, 2022.
20. That certain Feedstock Supply Agreement by and between Brightmark Plastics Renewal Indiana LLC and DeKalb County Central United School District dated as of July 19, 2023.
21. That certain Short-Term Feedstock Supply Agreement by and between Brightmark Plastics Renewal Indiana LLC and DeKalb Molded Plastics dated as of May 1, 2022.
22. That certain Purchase Order by and between Brightmark Plastics Renewal Indiana LLC and DMJ Associates LLC dated as of March 7, 2025.
23. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and DMJ Associates LLC dated as of August 21, 2024.
24. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and DMJ Associates LLC dated as of October 28, 2024.
25. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and DMJ Associates LLC dated as of October 21, 2024.
26. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and DMJ Associates LLC dated as of October 17, 2024.
27. That certain Master Services Agreement by and between Brightmark Plastics Renewal Indiana LLC and EDG, Inc. dated as of June 5, 2024.
28. That certain Vessel Rental Agreement by and between Brightmark Plastics Renewal Indiana LLC and Enpro Inc. dated as of April 22, 2024.
29. That certain Station Access Agreement by and between Brightmark Plastics Renewal Indiana LLC and Enterprise Logistic Services LLC dated as of January 8, 2025.
30. That certain FAST Solutions Agreement by and between Brightmark Plastics Renewal Indiana LLC and Fastenal Company dated as of November 13, 2023.

31. That certain Service Agreement by and between Brightmark Plastics Renewal Indiana LLC and GFL Environmental USA Inc. dated as of December 1, 2024.
32. That certain Master Plastic Supply Agreement by and between Brightmark Plastics Renewal Indiana LLC and Heritage Interactive Services, LLC dated as of May 3, 2023.
33. That certain Master Lease Agreement by and between Brightmark Plastics Renewal Indiana LLC and Hull Lift Truck Inc dated as of March 29, 2024.
34. That certain Equipment Schedule #1 to Master Lease Agreement by and between Brightmark Plastics Renewal Indiana LLC and Hull Lift Truck Inc dated as of August 19, 2024.
35. That certain Equipment Schedule #2 to Master Lease Agreement by and between Brightmark Plastics Renewal Indiana LLC and Hull Lift Truck Inc dated as of August 19, 2024.
36. That certain Master Services Agreement by and between Brightmark Plastic Renewal Origination LLC and HZW Environmental Consultants, LLC dated as of April 29, 2021.
37. That certain Amendment Agreement by and between Brightmark Plastics Renewal Indiana LLC and iDeals Solutions Group dated as of June 13, 2024.
38. That certain Master Services Agreement by and between Brightmark Plastics Renewal Indiana LLC and Industrial Power Systems, Inc. (IPS) dated as of November 3, 2023.
39. That certain MSA Work Order #1 by and between Brightmark Plastics Renewal Indiana LLC and Industrial Power Systems, Inc. (IPS) dated as of November 3, 2023.
40. That certain MSA Work Order #2 by and between Brightmark Plastics Renewal Indiana LLC and Industrial Power Systems, Inc. (IPS) dated as of December 1, 2023.
41. That certain Short-Term Feedstock Supply Agreement by and between Brightmark Plastics Renewal Indiana LLC and Industrial Recyclers LLC dated as of March 28, 2022.
42. That certain Network Service Order by and between Brightmark Plastics Renewal Indiana LLC and iNET USA, LLC dated as of January 1, 2023.
43. That certain Feedstock Supply Agreement by and between Brightmark Plastics Renewal Indiana LLC and Intertech Products Inc. dated as of April 19, 2023.
44. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and IPS Resources LLC dated as of December 23, 2024.
45. That certain Short-Term Feedstock Supply Agreement by and between Brightmark Plastics Renewal Indiana LLC and Iron Mountain Secure Shredding, Inc. dated as of July 21, 2022.
46. That certain Equipment Rental Agreement by and between Brightmark Plastics Renewal Indiana LLC and Ivan Ware & Son, LLC dated as of March 14, 2025.

47. That certain Lease by and between Brightmark Plastics Renewal Indiana LLC and JK Property Investments, LLC dated as of June 6, 2022.
48. That certain Station Access Agreement by and between Brightmark Plastics Renewal Indiana LLC and KAG Specialty Products Group, LLC dated as of December 8, 2023.
49. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and Kammerer Design and Fabrication dated as of February 19, 2025.
50. That certain Purchase Order by and between Brightmark Plastics Renewal Indiana LLC and Lakeland Electronics dated as of February 13, 2025.
51. That certain Feedstock Supply Agreement by and between Brightmark Plastics Renewal Indiana LLC and Lewis Salvage Inc. dated as of September 10, 2024.
52. That certain Service Agreement by and between Brightmark Plastics Renewal Indiana LLC and Lone Star Evaluations, Inc. d/b/a Occucare International dated as of March 21, 2022.
53. That certain Feedstock Supply Agreement by and between Brightmark Plastics Renewal Indiana LLC and Mossberg Industries Inc. dated as of December 7, 2021.
54. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and Motion Industries Inc dated as of December 19, 2024.
55. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and MTR Machining Concept, Inc. dated as of March 25, 2025.
56. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and MTR Machining Concept, Inc. dated as of March 4, 2025.
57. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and MTR Machining Concept, Inc. dated as of February 3, 2025.
58. That certain Purchase Order by and between Brightmark Plastics Renewal Indiana LLC and NES Global, LLC dated as of March 14, 2025.
59. That certain Staffing Company Agreement by and between Brightmark Plastics Renewal Services LLC and NES Global, LLC dated as of March 6, 2025.
60. That certain Purchase Order by and between Brightmark Plastics Renewal Indiana LLC and NES Global, LLC dated as of August 5, 2024.
61. That certain Feedstock Supply Agreement by and between Brightmark Plastics Renewal Indiana LLC and Northeast Indiana Solid Waste Management District dated as of May 5, 2023.
62. That certain Master Plastic Supply Agreement by and between Brightmark Plastics Renewal Indiana LLC and Northstar Recycling dated as of December 1, 2022.

63. That certain Master Services Agreement by and between Brightmark Plastic Renewal Origination LLC and Norton Engineering Consultants dated as of May 23, 2023.

64. That certain Short-Term Feedstock Supply Agreement by and between Brightmark Plastics Renewal Indiana LLC and Pellitteri Waste Systems Inc. dated as of September 3, 2021.

65. That certain Feedstock Supply Agreement by and between Brightmark Plastics Renewal Indiana LLC and Pellitteri Waste Systems, Inc. dated as of July 23, 2024.

66. That certain Feedstock Supply Agreement by and between Brightmark Plastics Renewal Indiana LLC and Perfect Circle Recycling dated as of October 19, 2023.

67. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and PFG Technology dated as of February 27, 2025.

68. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and PFG Technology dated as of July 15, 2024.

69. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and PFG Technology dated as of October 2, 2024.

70. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and PFG Technology dated as of January 16, 2024.

71. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and PFG Technology dated as of February 18, 2024.

72. That certain Independent Consulting Agreement by and between Brightmark Plastic Renewal Origination LLC and Price Automation, LLC dated as of September 30, 2023 and Amendment No. 1, Amendment No. 2, and Amendment No.3 thereto.

73. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and Process Controls Corporation dated as of January 17, 2025.

74. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and Rand Simulation dated as of October 31, 2024.

75. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and Rand Simulation dated as of December 20, 2024.

76. That certain PCF Material Bid Document by and between Brightmark Plastics Renewal Indiana LLC and ReMM Group dated as of September 13, 2024.

77. That certain First Amended and Restated Master Technology Agreement by and between Brightmark Plastics Renewal LLC and RES Polyflow LLC dated as of February 25, 2022.

78. That certain License Agreement by and between RES Polyflow Indiana LLC (nka Brightmark Plastics Renewal Indiana LLC) and RES Polyflow LLC dated as of April 10, 2019.

79. That certain Engagement Agreement by and between Brightmark Plastics Renewal LLC and Resurgence Financial Services, LLC dated as of February 21, 2025.

80. That certain Purchase Order by and between Brightmark Plastics Renewal Indiana LLC and Rochem Americas Inc dated as of September 9, 2024.

81. That certain License Transfer Request by and between ProFab Energy Systems LLC and Rockwell dated as of March 31, 2023.

82. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and Russell Finex Inc dated as of December 3, 2024.

83. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and Russell Finex Inc dated as of December 3, 2024.

84. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and Samsco Corporation dated as of July 23, 2024.

85. That certain Inspection Agreement by and between Brightmark Plastics Renewal Indiana LLC and Shambaugh & Son, L.P. dated as of January 6, 2021.

86. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and Shambaugh & Son, L.P. dated as of March 5, 2025.

87. That certain Master Services Agreement by and between Brightmark Plastic Renewal Origination LLC and Shambaugh & Son, L.P. dated as of July 11, 2023.

88. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and Shambaugh & Son, L.P. dated as of September 3, 2024.

89. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and Shambaugh & Son, L.P. dated as of October 9, 2024.

90. That certain Purchase Order by and between Brightmark Plastics Renewal Indiana LLC and South Shore Controls Inc dated as of March 18, 2025.

91. That certain Purchase Order by and between Brightmark Plastics Renewal Indiana LLC and South Shore Controls Inc dated as of January 17, 2025.

92. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and South Shore Controls, Inc dated as of February 17, 2025.

93. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and South Shore Controls, Inc dated as of January 17, 2025.

94. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and South Shore Controls, Inc dated as of February 17, 2025.

95. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and South Shore Controls, Inc dated as of March 13, 2025.

96. That certain Purchase Order by and between Brightmark Plastics Renewal Services LLC and South Shore Controls, Inc dated as of March 13, 2025.

97. That certain Preventative Maintenance Agreement by and between Brightmark Plastics Renewal Indiana LLC and Steinhoffer Scale Co., Inc. dated as of May 3, 2023.

98. That certain Investor Agreement by and between Brightmark Plastics Renewal Indiana LLC and Steuben County Economic Development Corporation dated as of November 1, 2022.

99. That certain Electric Power Line Easement Agreement by and between RES Polyflow Indiana LLC (nka Brightmark Plastics Renewal Indiana LLC) and Steuben County Rural Electric Membership Corporation dated as of December 16, 2019.

100. That certain Feedstock Supply Agreement by and between Brightmark Plastics Renewal Indiana LLC and The Fort Wayne Downtown Economic Improvement District dated as of October 2, 2024.

101. That certain Purchase Order by and between Brightmark Plastics Renewal Indiana LLC and Triple C Services LLC dated as of January 10, 2025.

102. That certain Notice and Grant of Statutory License by and between Brightmark Plastic Renewal Origination LLC and Vecoplan dated as of March 5, 2023.

103. That certain Feedstock Supply Agreement by and between Brightmark Plastics Renewal Indiana LLC and Western Washtenaw Recycling Authority dated as of October 17, 2024.

104. That certain Service Agreement by and between Brightmark Plastics Renewal Indiana LLC and Wildman Business Group dated as of April 6, 2023.

105. That certain Lease Agreement by and between Brightmark Plastics Renewal Indiana LLC and Williams Scotsman, Inc dated as of May 31, 2023.

106. That certain Master Services Agreement by and between Brightmark Plastics Renewal Indiana LLC and Workforce Inc. dba RecycleForce dated as of September 16, 2024.