

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

In re:

AMERICAN SIGNATURE, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-12105 (JKS)

(Jointly Administered)

Ref. Docket No. 369

**ORDER (I) AUTHORIZING THE SALE AND ASSUMPTION
AND ASSIGNMENT OF CERTAIN LEASES TO GARDNER WHITE
FURNITURE CO., INC. AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), pursuant to, inter alia, sections 105, 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, and Local Rule 6004-1: (a) approving the sale and assumption and assignment of the leases identified in **Exhibit 1** to this Order (each a “Lease” and collectively, the “Leases”) to Gardner White Furniture Co., Inc. (the “Assignee”), free and clear of any and all liens, claims, and encumbrances, pursuant to the terms of the Assignment and Assumption Agreement, a copy of which is attached to this Order as **Exhibit 2**;³ and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the United States District Court for the District of Delaware

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

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

³ In furtherance of the assignment of the Leases with Broadstone AVF Michigan, LLC (“Broadstone”) and to carry out the terms and conditions of the Assignment and Assumption Agreement, the Debtor, Broadstone and the Assignee have agreed to (i) enter into, with respect to each Lease, an Assumption and Second Amendment to Lease Agreement, in substantially the form of Exhibit 2-A attached hereto (the “Broadstone Lease Amendments”) and (ii) enter into, with respect the Leases subject to a Deferred Closing Date, a License Agreement in substantially the form of Exhibit 2-B (the “Broadstone License Agreement”).

having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having properly filed and served the Cure Notice on landlords (each a “Landlord” and collectively, the “Landlords”); and the Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and the Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided including on any and all Landlords; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before the Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute this Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. The assumption, assignment, and sale of the Leases to the Assignee pursuant to sections 363 and 365 of the Bankruptcy Code is in the best interests of the Debtors, their estates, and their creditors.

C. Pursuant to sections 365(b)(1)(C), 365(f)(2)(B), and 365(b)(3) of the Bankruptcy Code, to the extent required, the Assignee has provided adequate assurance of future performance under the Leases.

D. The assumption and assignment of the Leases to the Assignee complies with section 365(b)(3) of the Bankruptcy Code.

E. The Assignment and Assumption Agreement was negotiated and entered into in good faith, and from arm's length bargaining positions. The Assignee is found to be a good faith purchaser of the Leases and is found to be entitled to the protections of a good faith purchaser under section 363(m) of the Bankruptcy Code.

F. The sale and assignment process was non-collusive, fair and reasonable, conducted in good faith, and from arm's length bargaining positions. Neither the Debtors nor the Assignee engaged in any conduct that would cause or permit the sale and assignment of the Leases to be avoided under section 363(n) of the Bankruptcy Code.

G. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court finds that there is no just reason for delay in the implementation of this Order and directs entry of judgment as set forth herein on the date hereof.

H. The Leases 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.

I. Due and adequate notice of the Motion, the proposed assumption, assignment, and transfer contemplated thereby, the hearing with respect thereto, and the subject matter thereof has been provided to all required parties in interest, including the Landlords, and no other or further notice is necessary. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all required interested persons and entities.

J. The form of the Cure Notice, substantially in the form attached to the Motion as Exhibit B, is approved.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Pursuant to, inter alia, sections 105, 363, and 365 of the Bankruptcy Code, the Debtors are authorized to assume, sell, and assign to the Assignee each Lease, pursuant to the terms and provisions of this Order and the Assignment and Assumption Agreement, all of the terms of which are hereby approved, except as provided otherwise herein.
3. In accordance with sections 363 and 365 of the Bankruptcy Code, effective upon each closing of an assignment of one or more Leases pursuant to the terms of the Assignment and Assumption Agreement (each such date being hereinafter defined as a “Closing Date”), except to the extent expressly provided by the terms of the Assignment and Assumption Agreement, each such Lease assigned as of such Closing Date shall be assumed and assigned and transferred free and clear of any liens, claims, and encumbrances, in each case to the fullest extent permitted by applicable law and except as provided otherwise herein. Any and all liens, claims, and encumbrances asserted in connection with the Leases will be transferred to and attach to the proceeds of such sale in the same order of priority and with the same validity, force, and effect that

creditors had prior to the sale, subject to any claims and defenses the Debtors' estates may have with respect thereto.

4. Upon the entry of this Order and the occurrence of a Closing Date, the Assignee shall be deemed to have assumed and succeeded to the entirety of the Debtors' rights and obligations in and to the applicable Leases which are due and owing from and after such Closing Date and shall have the rights and obligations of the tenant thereunder. The failure of the Debtors to enforce at any time one or more terms or conditions of any Lease shall not be a waiver of such terms or conditions, or of the Assignee's rights to enforce every term and condition of the Leases.

5. Upon entry of this Order and the occurrence of a Closing Date, the Assignee is a good faith purchaser and shall be entitled to the protections of section 363(m) of the Bankruptcy Code. The sale and assignment is undertaken by the Assignee without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and was negotiated by the parties at arm's length, and, accordingly, the reversal or modification on appeal of the authorization provided in this Order to consummate the sale and assignment shall not affect the validity of the sale and assignment (including the assumption and assignment of the Leases). In the event of any stay, modification, reversal, or vacation of this Order, then notwithstanding any such stay, modification, reversal, or vacation, all obligations incurred by the Debtors under this Order and the Assignment and Assumption Agreement prior to the effective date of such stay, modification, reversal, or vacation will be governed in all respects by the original provisions of this Order, and the Assignee and the Debtors shall be entitled to the rights, privileges, and benefits granted in this Order with respect to all such obligations.

6. The consideration provided by the Assignee is fair and reasonable, and the sale and assignment (including the assumption and assignment of the Leases) may not be avoided under section 363(n) of the Bankruptcy Code.

7. Pursuant to section 365(b)(1) of the Bankruptcy Code, to the extent any Cure Costs are due to the Landlords, the Cure Costs shall be promptly paid by the Debtors upon the applicable Closing Date. Any objection of any Landlord to the assumption, assignment, or transfer of any Lease, any Cure Costs, or seeking further adequate assurance of future performance, to the extent not otherwise resolved by agreement or disposed of by separate order of this Court, is hereby overruled. There shall be no accelerations, assignment fees, increases, or any other fees charged to the Assignee or the Debtors as a result of the assumption and assignment of the Leases. Upon remittance of the Cure Costs by the Debtors to each Landlord pursuant to the terms of this Order, such Landlord shall be barred from asserting any additional cure amounts or other claims with respect to the applicable Lease for the period prior to the applicable Closing Date. For the avoidance of doubt, such Landlord shall be forever (i) barred from objecting to the applicable Cure Costs and from asserting any additional cure or other amounts with respect to the applicable Lease, and (ii) barred and estopped from asserting or claiming against the Debtors or the Assignee, or their respective property, that any additional amounts are due or other defaults exist, that conditions to assignment must be satisfied under the applicable Lease, or that there is any objection or defense to the assumption or assumption and assignment of the applicable Lease. On and after the applicable Closing Date, the Assignee shall be responsible for paying (and shall be entitled to receive any credits for) as and when due all amounts under each Lease due or becoming due on or after such Closing Date and shall be responsible for performing and discharging all obligations and duties under the Leases that come due on or after such Closing Date, including those amounts

and obligations which began accruing prior to such Closing Date, such as real property taxes billed in advance and coming due in February 2026, which shall be prorated as between Assignor and Assignee as set forth in the closing statement agreed to by Assignee and Assignor on or prior to the Closing Date. For the avoidance of doubt, the Assignee shall not be liable for unbilled but calculable claims by the Landlords for amounts due prior to the Closing Date, provided that the Assignee shall still be subject to any proration requirements (as between Debtors and Assignee) under the terms of the Assignment and Assumption Agreement as set forth in the closing statement agreed to by Assignee and Assignor on or prior to the Closing Date. For avoidance of doubt, no proration under the Assignment and Assumption Agreement will be construed or applied so as to require duplicate payment from Assignee of the same amounts to both Debtors and Landlords.

8. Notwithstanding anything to the contrary herein, this Order shall not impair or prejudice the rights of each Landlord with respect to the proceeds, if any, of the Debtors' available insurance coverage with respect to third-party claims asserted in connection with the Debtors' use and occupancy of the premises subject to the applicable Lease regarding events that occurred prior to the Closing Date with respect to the applicable Lease, provided that the applicable Landlord shall look only to the proceeds, if any, of the Debtors' insurance coverage for payment of any such claims.

9. For the avoidance of doubt, the Assignee shall assume the Leases subject to all easements, rights-of-way, and restrictive covenants, as well as any reciprocal easement agreement or declaration of covenants and restrictions or other similar land use agreement and any local law related to the applicable Lease to which the Debtors were subject as of the Closing Date. The Assignee shall, except as set forth in this Order, assume all of the terms, conditions, and covenants of such Lease as tenant under the applicable Lease, including, but not limited to, the obligations

under any of the leases to provide Security Deposits (as defined in the Assignment and Assumption Agreement or to replenish such Security Deposits.

10. Notwithstanding the requirements of Section 2(b)(iv) of the Assignment and Assumption Agreement, the obligation of Assignee to pay the amount of the Security Deposit to Debtors with the respect to the letter of credit held by SBV – Holland LLC (the “SBV LC”) shall be deferred for seven (7) business days after the initial Closing Date (the “Deferral Period”) if Assignor deposits the undrawn amount of the SBV LC in the amount of \$860,000 into the Assignor’s attorneys’ trust account on the initial Closing Date, to be held and disbursed in accordance with this in this Paragraph 10. If, prior to expiration of the Deferral Period, SBV – Holland LLC (the “SBV Landlord”) delivers notice to the issuing bank for the SBV LC (the “Issuing Bank”) in the manner required under the SBV LC stating that the SBV Landlord (as beneficiary) cancels the SBV LC and releases the Issuing Bank from any further obligations under the SBV LC, together with the original SBV LC, Assignee shall be released from its obligation under Section 2(b)(iv) of the Assignment and Assumption Agreement to pay the then undrawn amount of the SBV LC and the amount deposited with Assignor’s attorneys shall be released to Assignee. If, however, the SBV LC is not cancelled prior to expiration of the Deferral Period, the amount deposited with Assignor’s attorneys shall be released to Assignor, and the SBV LLC will inure to the benefit of Assignee and be held and applied by SBV Landlord in accordance with and subject to the terms and conditions of the Lease with SBV Landlord and applicable law as security for the payment and performance of all amounts and obligations of the Assignee accruing after the Closing Date under such Lease. For the avoidance of doubt, the Debtor shall have no obligation

to replenish or replace any Security Deposit in connection with the transactions contemplated by this Order, including, but not limited to any such obligations under the Broadstone Leases.⁴

11. All personal property and furniture, fixtures, and equipment owned by the Debtors remaining in any store subject to any Lease on or after the applicable Closing Date shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as of such Closing Date. The Assignee may, in its sole discretion and without further order of this Court, utilize and/or dispose of such property without notice or liability to the Debtors or any consenting third parties and, to the extent applicable, the automatic stay is modified to allow any such disposition. This paragraph 11 shall not apply to any personal property and furniture, fixtures, and equipment owned by the Debtors that are subject to the Broadstone License Agreement until the expiration of the Broadstone License Agreement.

12. Any party that did not object within the time set forth in any applicable notice is deemed to consent to the Debtors' assumption and assignment of the Leases and the satisfaction of the requirements of section 365 of the Bankruptcy Code. Upon the applicable Closing Date, subject to payment of required Cure Costs, the Debtors shall be relieved from any further liability with respect to the Leases assigned on such Closing Date pursuant to section 365(k) of the Bankruptcy Code.

13. Solely with respect to the transactions contemplated by this Order and the Assignment and Assumption Agreement, and except as otherwise agreed between any Landlord and the Assignee or set forth in this Order, the Leases shall be transferred and assigned pursuant to this Order and the Assignment and Assumption Agreement, and, thereafter, remain in full force

⁴ The obligations relating to Security Deposits under section 42 of the Broadstone Leases shall be treated in accordance with the Broadstone Lease Amendment, including that, upon payment of the Cure Costs by Debtor, Broadstone shall return the applicable Security Deposit to the Debtor.

and effect for the benefit of the Assignee, notwithstanding any provision in any such Lease (including those of the type described in sections 365(b)(2), (e)(1), and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer, including without limitation the following provisions of any Lease (collectively, the “Unenforceable Provisions”):

- a. a provision prohibiting the Assignee’s intended use of the premises;
- b. a provision unreasonably prohibiting necessary alterations to the premises or signage required to convert the premises to the Assignee’s intended use; *provided* that such alterations are necessary to conform such store consistent with the Assignee’s intended use of the premises and are done in a manner consistent with the applicable Lease;
- c. a provision commonly referred to as a “going dark” or “continuous operations” provision, providing in substance for a forfeiture of the Leases or an increase in rent or any other penalty by reason of the Debtors’ cessation of retail operations before the assignment, and/or any delay by the Assignee in reestablishing retail operations after the assignment, to the extent any such provision does not permit the Assignee to “go dark” until the date that is 180 days after the applicable Closing Date of the assignment of such Leases;
- d. a provision conditioning assignment on Landlord consent, or requiring any payment to the Landlord as the price of assignment, or granting the Landlord the right to recapture the leased premises following the assignment;
- e. a provision effecting forfeiture or a modification of any of the Assignee’s rights or obligations presently in effect under the Leases upon an assignment by the Debtors of the Leases;
- f. a provision conditioning the Debtors’ ability to assign their leasehold rights upon any terms not otherwise required under the Bankruptcy Code;
- g. a provision restricting the Assignee’s ability to place reasonable signage on the premises; *provided* that such signage is necessary to conform such store with the Assignee’s intended use of the premises and such placement is done in a manner consistent with the terms of the applicable Lease;
- h. a provision requiring the use of a certain tradename; and
- i. a provision regarding minimum sales revenues required to be satisfied at the premises covered by the Leases.

14. Solely with respect to the transactions contemplated by this Order and the Assignment and Assumption Agreement, none of the Unenforceable Provisions shall apply to the

Assignee in any respect and, without limiting the generality of the foregoing, no violation by the Debtors or the Assignee of the Unenforceable Provisions shall constitute an event of default under any of the Leases.

15. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d), this Order shall not be stayed for 14 days after its entry and shall be effective immediately upon entry, and the Debtors and the Assignee are authorized to close the sale of the Leases set forth in the Assignment and Assumption Agreement immediately upon entry of this Order. Time is of the essence in closing the sale transaction referenced herein, and the Debtors and the Assignee intend to close the transaction as soon as practicable. This Order is a final order and the period in which an appeal must be filed shall commence upon the entry of this Order.

16. Upon entry of this Order, this Order and the findings hereunder shall be binding upon all parties to the Leases and the Assignment and Assumption Agreement.

17. Upon the entry of this Order and the occurrence of the applicable Closing Date, each Landlord shall accept and honor the assignment of the Leases to the Assignee.

18. Each Landlord shall reasonably cooperate and execute and deliver, within 10 days of any reasonable requests of the Assignee and at no cost to the Landlord, any instruments, applications, consents, or other documents which may be required by any public or quasi-public authority or other party or entity, for the purpose of obtaining any permits, approvals, or other necessary documents required for the alteration, opening, and operating of the properties as contemplated under the Assignment and Assumption Agreement.

19. This Court shall retain jurisdiction: (i) to construe and determine any disputes under this Order; (ii) to enforce and implement the terms and provisions of the Assignment and Assumption Agreement, all amendments thereto, any waivers and consents thereunder, and of each

of the agreements executed in connection therewith; and (iii) to resolve any disputes arising under or related to the Lease sales (but all landlord/tenant disputes arising subsequent to a Closing Date which do not involve the Lease sales, this Order, or the Debtors shall not be subject to the jurisdiction of this Court).

20. The Debtors and the Assignee are hereby authorized to execute and deliver any and all documents, and to do all things reasonably necessary, to effectuate the purposes of this Order, to transfer the Debtors' interests in and to the Leases, in accordance with the terms of the Assignment and Assumption Agreement, and to carry out the terms and conditions of the Assignment and Assumption Agreement, including but not limited to execution of the Broadstone Lease Amendment and the Broadstone License Agreement.

21. The Assignee is not a successor in interest to the Debtors (other than with respect to the Debtors' rights and obligations under each Lease first coming due after the Assignee takes assignment thereunder as provided for under the Assignment and Assumption Agreement), or the Debtors' bankruptcy estates as a result of the Assignee taking title or possession of each Lease and the subject premises, and the Assignee is not assuming any liabilities or obligations of the Debtors or their bankruptcy estates, except as may be specifically provided for in the Assignment and Assumption Agreement and any side letter that may be entered into by and between the Assignee and a Landlord.

22. This Order shall be effective and enforceable after its entry as provided by Bankruptcy Rule 7062.

23. Any objections to the assignment of the Leases that have not been withdrawn, waived, adjourned, or settled, and all reservations of rights included in such objections, are overruled in all respects and denied.

24. Any provision in the Leases regarding percentage rent to the extent of the Debtors' sales prior to a Closing Date with respect to such Leases shall not be imputed against the Assignee and no percentage rent is due and owing by the Assignee for the period prior to such Closing Date.

25. To the extent there is any inconsistency between the terms of this Order and the terms of the Assignment and Assumption Agreement (including all ancillary documents executed in connection therewith), the terms of this Order shall govern.

26. To the extent that the Assignee and any Landlord enter into a side letter with respect to any Lease, such side letter shall govern with respect to rights and obligations of the Assignee and the Landlord with respect to any matters addressed in such side letter. For the avoidance of doubt, no side letter shall modify the rights and obligations of any third party without such third party's consent.

27. The failure specifically to include any particular provision of the Assignment and Assumption Agreement or other related documents in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Assignment and Assumption Agreement and all other related documents be authorized and approved in their entirety pursuant to this Order.

28. The Assignment and Assumption Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of this Court; *provided* that any such modification, amendment, or supplement is consistent with this Order and does not have any adverse effect on the Debtors' estates.

29. This Order shall be deemed to constitute a separate order with respect to each Lease. Any stay of this Order pending appeal by any party objecting to any of the relief granted in this

Order shall stay this Order only with respect to the particular Lease(s) that are the subject of such objection(s) and/or such appeal, and shall not stay this Order with respect to any other Leases, and/or any other relief granted in this Order.

Dated: February 5th, 2026
Wilmington, Delaware


J. KATE STICKLES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1**Leases¹**

Store #	Address	Landlord	Cure Amount
171	50400 Gratiot Avenue Chesterfield, MI 48051	Broadstone AVF Michigan, LLC, a New York limited liability company	\$5,000.00
172	33801 S. Gratiot Avenue Clinton Township, MI 48035	Broadstone AVF Michigan, LLC, a New York limited liability company	\$5,000.00
173*	4577 Miller Road Flint, MI 48507	Broadstone AVF Michigan, LLC, a New York limited liability company	\$5,000.00
176*	1775 Oak Hollow Drive Traverse City, MI 49686	Broadstone AVF Michigan, LLC, a New York limited liability company	\$5,000.00
174	8748 W. Saginaw Highway Lansing, MI 48917	Broadstone AVF Michigan, LLC, a New York limited liability company	\$5,000.00
175	27775 Novi Road Novi, MI 48377	Broadstone AVF Michigan, LLC, a New York limited liability company	\$5,000.00
180*	1301 E. Mall Drive Holland, OH 43528	SBV – Holland LLC, a Michigan limited liability company	\$162,840.00
179*	4375 28th Street Grand Rapids, MI 49512	Spirit Realty, L.P., a Texas limited partnership	\$63,129.00
181	550 Ring Road Portage, MI 49024	STORE SPE AVFII 2017-2, LLC, a Delaware limited liability company	\$42,500.00

¹ The leases marked with an asterisk are Specified Leases, which will be subject to the Deferred Closing Date pursuant to Section 2(c) of the Assignment and Assumption Agreement, *provided further* that the Broadstone Leases are subject to the terms of the Broadstone Lease Amendments and Broadstone License (to the extent applicable).

Exhibit 2

Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (the "Agreement"), dated as of January 3, 2026, is by and between AMERICAN SIGNATURE, INC., an Ohio corporation, Chapter 11 Debtor and Debtor In Possession (the "Assignor") in In Re American Signature, Inc., et. al., pending as Case No. 25-12105-JKS (the "Bankruptcy Case") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), on the one hand, and GARDNER WHITE FURNITURE CO., INC., a Michigan corporation (the "Assignee"), on the other hand.

RECITALS

WHEREAS, on November 22, 2025, Assignor, along with various affiliated debtors and debtors in possession, filed a voluntary petition for relief pursuant to chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (as amended, the "Bankruptcy Code") in the Bankruptcy Court, initiating the Bankruptcy Case; and

WHEREAS, subject in all events to entry of an order of the Bankruptcy Court in the Bankruptcy Case (in form and content satisfactory to Assignor and Assignee in their reasonable discretion) which approves and authorizes Assignor's execution of this Agreement and the consummation of the transaction contemplated herein, and which has not been stayed (the "Approval Order"), Assignor has agreed to assign to Assignee the real property leases listed and/or described on Schedule A attached hereto and incorporated herein by this reference (referred to herein as the "Leases") with respect to the premises set forth and/or described on Schedule A (the "Premises"). For its part, Assignee has agreed to assume such Leases, all of the foregoing as more particularly set forth and subject to the terms and conditions below in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, Assignor and Assignee (collectively, the "Parties") hereby agree as follows:

AGREEMENT

1. Assignment and Assumption. Effective upon entry of the Approval Order and payment by Assignee to Assignor of all amounts payable by for the Leases pursuant to Section 2 below (the "Purchase Price") (the date of the such payment, the "Closing Date"), and without any further action of the Parties, all of Assignor's right, title, and interest in and to the Leases shall be assigned to Assignee, and all of Assignor's obligations and duties with respect to the Leases shall be assumed by Assignee.

2. Assignee's Delivery of Good Faith Deposit; Payment of Purchase Price; Termination.

(a) Concurrently with the mutual execution and delivery of this Agreement, Assignee shall deliver by wire transfer of immediately available, good funds of the United States of America ("Good Funds") to Assignor's counsel's client trust account (the "Trust Account") (in accordance with such written wire transfer instructions as Assignor's counsel shall provide), an amount equal to \$150,000 (the "Deposit"). The Deposit shall not bear any interest and shall be held in the Trust Account and shall be credited and applied toward payment of the Purchase Price

(as defined below) on the Closing Date. In addition to all other rights and/or remedies to which Assignor may be entitled under the circumstances, Assignor shall be entitled to receive and retain the Deposit in the event the transaction contemplated herein fails to close by reason of Assignee's breach or default hereunder. Assignee shall be entitled to the return of the Deposit in all other events, including, without limitation, in the event the Approval Order has not been entered into by March 31, 2026 (the "Outside Date") other than as a result of Assignee's action or inaction in violation of this Agreement.

(b) Within one business day following the entry of the Approval Order, Assignee shall deliver by wire transfer of Good Funds to Assignor (in accordance with such written wire transfer instructions as Assignor may provide to Assignee prior thereto) the sum of (i) \$1,500,000, as reduced by the Deposit, (ii) subject to Section 2(c) below, pro-rated rent and other charges paid by Assignor under the Leases for the month in which the Approval Order is entered, based on the number of days in such month from and including the Closing Date through the end of such month, (iii) all rent and other charges paid by or on behalf of Assignor and under the Leases for any month following the month in which the Approval Order is entered (including, without limitation, by application or drawing of Security Deposits (as defined below)), and (iv) the amount of all security deposits, cash collateral and letters of credit securing the Leases (collectively, the "Security Deposits") that notwithstanding Section 3 below are held by the landlords under the Leases on the Closing Date to secure Assignee's obligations under the Leases. If the assumption and assignment of the Leases contemplated hereunder does not occur by January 31, 2026, but occurs prior to February 15, 2026, Assignee will additionally reimburse Assignor for all amounts that came due, were required to be paid, and were in fact paid in connection with the Leases from and after the February 1, 2026 notwithstanding clause (ii) above.

(c) Notwithstanding any other provision of this Agreement to the contrary (i) the assignment and assumption hereunder with respect to the Leases with an asterisk on Schedule A hereto (the "Specified Leases") shall not be effective until April 1, 2026 (the "Deferred Closing Date"); provided, however that the Deferred Closing Date shall be March 1, 2026 at Assignor's election provided by written notice to Assignee no later than February 25, 2026; and (ii) for purposes of determining the portion of the Purchase Price payable by Assignee under Sections 2(b)(ii) and (iii) above, the date of entry of Approval Order, and the Closing Date, to the extent occurring prior to the Deferred Closing Date, shall be deemed to be the Deferred Closing Date.

(d) Notwithstanding anything to the contrary herein, the Parties hereby acknowledge and agree that if the assignment and assumption of the Leases pursuant to this Agreement has not become effective on or before the Outside Date, other than with respect to the Specified Leases, the Leases may thereafter be rejected by Assignors in the Bankruptcy Case.

3. Disclaimer. Notwithstanding anything contained herein to the contrary, Assignor does not assign to Assignee any rights, title, interest, or claims of Assignor in or to any Security Deposits. For avoidance of doubt, Assignee disclaims all rights, title, interest, or claims in or to any such Security Deposits. Therefore, to the extent that any of the Landlords shall require a new security deposit or other security from Assignee as a result of the consummation of the transactions contemplated by this Agreement (the "Transactions"), Assignee shall be responsible therefor.

4. Further Assurances. At any time and from time to time after the date hereof, at the request of Assignee, and without further consideration, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment, and confirmation or consents (collectively, "Instruments") and take such other action as Assignee may reasonably request and to the extent necessary in order to more effectively transfer, convey, and assign to Assignee Assignor's rights in, to, or under the Leases; provided, however, in no event shall the foregoing be deemed to require Assignor to take any action or to execute and/or deliver any Instrument which would cause Assignor to incur any material cost or expense or otherwise impose upon Assignor any greater obligations than those which are imposed upon Assignor pursuant to the other provisions of this Agreement. In addition, Assignee shall cooperate with Assignor in all reasonable respects in order to obtain entry of the Approval Order and otherwise consummate the Transactions, including, without limitation, by providing such information as may be required to demonstrate "adequate assurance of future performance" of the Leases to the satisfaction of the Bankruptcy Court; provided, however, that (a) the filing with or disclosure to the Bankruptcy Court of any confidential financial information of Assignee pursuant to this Agreement and/or in support of a finding of adequate assurance of future performance shall be subject to entry of an order authorizing such filing under seal and disclosure in camera to the Court, with distribution of such information limited to the Assignor, the applicable lease counterparties, and the Office of the United States Trustee, and (b) Assignor and the applicable lease counterparties shall be required to first sign and deliver non-disclosure agreements in a form reasonably acceptable to Assignee.

5. "As Is Where Is" Transaction. Assignee hereby acknowledges and agrees that Assignor makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Leases. Without limiting the foregoing, Assignor hereby disclaims any warranty (express or implied) of merchantability or fitness of the subject the Leases for any particular purpose. Assignee further acknowledges that the Assignee has had the opportunity to and has conducted an independent inspection and investigation of the physical condition of the Premises and all such other matters relating to or affecting the Leases and/or the Premises as Assignee deemed necessary or appropriate and that in proceeding with its acquisition of the Leases pursuant to this Agreement, Assignee is doing so based solely upon such independent inspections and investigations. Accordingly, at Closing, Assignee will accept the Leases "AS IS, WHERE IS AND WITH ALL FAULTS."

6. Broker Obligations. Assignor and Assignee each represent and warrant to the other that (other than A&G Realty Partners, LLC ("A&G"), for whose commission, fees, or other compensation (the "A&G Commission") Assignor shall be responsible pursuant to a separate agreement with A&G), such Party has incurred no liability to any broker or agent with respect to the payment of any commission or other compensation regarding the Transactions. It is agreed that if any claims for commissions, fees or other compensation, including, without limitation, brokerage fees, finder's fees, or commissions are ever asserted against Assignor or Assignee in connection with this Transaction (other than the A&G Commission, which shall be handled and paid by Assignor, as set forth above), all such claims shall be handled and paid by the Party whose actions form the basis of such claim and such Party shall indemnify, defend (with counsel reasonably satisfactory to the Party entitled to indemnification hereunder), protect and save and hold the other harmless from and against any and all such claims or demands asserted by any person, firm or corporation in connection with the Transaction. The indemnification

obligations under this Section 6 shall survive (and continue in full force and effect following) the consummation of the Transaction.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of law, except in each case to the extent the laws of the State in which the Premises are located necessarily apply because the Premises are located in such State.

8. Jurisdiction. The Parties consent to the sole and exclusive jurisdiction of the Bankruptcy Court with respect to any and all matters arising under or relating to this Agreement. The Parties hereby irrevocably waive any objection on the grounds of venue, forum *non conveniens*, or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law. The Parties further hereby expressly waive any right to a trial by jury with respect to any action, lawsuit or other judicial proceeding arising under or relating in any way to this Agreement.

9. No Reliance. Each Party hereby represents and warrants to the other that in entering into this Agreement it is relying on its own judgment, belief and knowledge and, as applicable, on that of any attorney it has retained to represent it in this matter. In entering into this Agreement, no Party is relying on any representation, warranty or statement made by any other Party or any person representing such other Party, except only as may otherwise expressly be provided herein.

10. Construction. This Agreement has been drafted through a cooperative effort of both Parties, and neither Party shall be considered the drafter of this Agreement so as to give rise to any presumption of convention regarding construction of this document. All terms of this Agreement were negotiated in good faith and at arm's-length, and this Agreement was prepared and executed without fraud, duress, undue influence, or coercion of any kind exerted by any of the Parties upon the other. The execution and delivery of this Agreement is the free and voluntary act each of each of the Parties hereto.

11. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the Parties to this Agreement may be transmitted by facsimile or by electronic mail to the facsimile numbers or email addresses set forth below their respective signature below, and such transmission will, for all purposes, be deemed to be the original signature of such Party whose signature it reproduces, and will be binding upon such Party.

12. Attorneys' Fees. In the event that either Party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Agreement, the prevailing Party in that action or proceeding shall be entitled to have and recover from the non-prevailing Party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing Party may suffer or incur in the pursuit or defense of such action or proceeding. As used herein, the term "prevailing Party" shall mean the Party in whose favor a judgment, decree or final order is rendered, whether or not damages are actually awarded to such Party.

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

ASSIGNOR:

American Signature, Inc., Debtor and Debtor in Possession

By: Rudolph Morando
Name: Rudolph Morando
Its: Co-Chief Restructuring Officer

Email : rmorando@thinkbrg.com

ASSIGNEE:

**Gardner White Furniture Co., Inc.,
a Michigan corporation**

By: 
Name: Rachel Stewart
Its: CEO

Email : richelle.mackersie@gardner-white.com

SCHEDULE A

1. Lease Agreement dated June 26, 2020, by and between Broadstone AVF Michigan, LLC, a New York limited liability company, as “Landlord” and Assignor, as “Tenant” thereunder, of Leased Premises located at 50400 Gratiot Avenue, Chesterfield, Michigan 48051.
2. Lease Agreement dated June 26, 2020, by and between Broadstone AVF Michigan, LLC, a New York limited liability company, as “Landlord” and Assignor, as “Tenant” thereunder, of Leased Premises located at 33801 S. Gratiot Avenue, Clinton Township, Michigan 48035.
- 3.* Lease Agreement dated June 26, 2020, by and between Broadstone AVF Michigan, LLC, a New York limited liability company, as “Landlord” and Assignor, as “Tenant” thereunder, of Leased Premises located at 4577 Miller Road, Flint, Michigan 48507.
- 4.* Lease Agreement dated June 26, 2020, by and between Broadstone AVF Michigan, LLC, a New York limited liability company, as “Landlord” and Assignor, as “Tenant” thereunder, of Leased Premises located at 1775 Oak Hollow Drive, Traverse City, Michigan 49686.
5. Lease Agreement dated June 26, 2020, by and between Broadstone AVF Michigan, LLC, a New York limited liability company, as “Landlord” and Assignor, as “Tenant” thereunder, of Leased Premises located at 8748 W. Saginaw Highway, Lansing, Michigan 48917.
6. Lease Agreement dated June 26, 2020, by and between Broadstone AVF Michigan, LLC, a New York limited liability company, as “Landlord” and Assignor, as “Tenant” thereunder, of Leased Premises located at 27775 Novi Road, Novi, Michigan 48377.
- 7.* Lease Agreement dated June 22, 2021, by and between SBV – Holland LLC, a Michigan limited liability company, as “Landlord” and Assignor, as “Tenant” thereunder, of Leased Premises located at 1301 E. Mall Drive, Holland, Ohio 43528.
- 8.* Lease Agreement dated September 1, 2021, by and between Spirit Realty, L.P., a Texas limited partnership, as “Landlord” and Assignor, as “Tenant” thereunder, of Leased Premises located at 4375 28th Street, Grand Rapids, Michigan 49512.
9. Lease Agreement dated September 30, 2021, by and between STORE SPE AVFII 2017-2, LLC, a Delaware limited liability company, as “Landlord” and Assignor, as “Tenant” thereunder, as amended by a Lease Modification Agreement dated December 2, 2021, and an Amendment to Lease Modification Agreement dated February 23, 2022, of Leased Premises located at 550 Ring Road, Portage, Michigan 49024.

* Specified Lease

Exhibit 2A

Form of Broadstone Lease Assumption Agreement

ASSUMPTION AND SECOND AMENDMENT TO LEASE AGREEMENT

This ASSUMPTION AND SECOND AMENDMENT TO LEASE AGREEMENT (this “Amendment”) is entered into as of February __, 2026 (the “Execution Date”), by and between BROADSTONE AVF MICHIGAN, LLC, a New York limited liability company (“Landlord”), AMERICAN SIGNATURE, INC., an Ohio corporation (“Tenant”), and GARDNER WHITE FURNITURE CO., INC., a Michigan corporation (“Purchaser”). Landlord, Tenant and Purchaser are referenced herein individually as a “Party” or collectively as the “Parties”).

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated as of June 26, 2020, as amended by that certain First Amendment to Lease Agreement dated April 13, 2023 (collectively, the “Lease”), pursuant to which Landlord leases to Tenant the property commonly described as [] (the “Leased Premises”);

WHEREAS, on November 22, 2025, Tenant and its affiliated co-debtor entities (collectively, the “Debtors”) filed voluntary petitions pursuant to title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”) with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). The Tenant’s bankruptcy proceeding is jointly administered under *American Signature, et al.*, case number 25-12105;

WHEREAS, on January 3, 2026, Tenant and Purchaser entered into that certain Assignment and Assumption Agreement (the “Assignment Agreement”), which contemplates, among other things, the assumption and assignment of certain of the Debtors’ non-residential real property leases, including the Lease;

WHEREAS, on January 13, 2026, Debtors filed the *Motion of Debtors for Entry of an Order (I) Authorizing the Sale and Assumption and Assignment of Certain Leases to Gardner White Furniture Co., Inc. and (II) Granting Related Relief* [Dkt. No. 369] in which Debtors sought to assume and assign certain leases, including the Lease, to Purchaser; and

WHEREAS, Purchaser has requested that Landlord agree to amend the Lease in certain respects as more particularly set forth herein, and Landlord is willing to agree to such amendments to be effective upon Purchaser’s assumption of the Lease on the Effective Date (as hereinafter defined), subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration for the sum of Ten Dollars (\$10.00) and the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and by this reference incorporated herein. All capitalized terms used in this Amendment and not defined herein shall have the meanings ascribed to such terms in the Lease.

4927-9826-4972.7 03721.00001

2. Effective Date. This Amendment is conditioned upon, and shall become effective concurrently with the closing of the assignment and assumption of the Lease pursuant to the Assignment Agreement (the “Closing” and, the date of the Closing, the “Effective Date”), which, for the avoidance of doubt, shall be subject to the entry of an order by the Bankruptcy Court which by its terms is immediately effective, and which has not been stayed (the “Order”) approving the assumption and assignment of the Lease to Purchaser, as modified by this Amendment. In the event the Effective Date does not occur or the Lease is rejected in accordance with the Bankruptcy Code, this Amendment shall be null and void in all respects, and nothing in this Amendment shall give rise to any claim, causes of action, or damages (compensatory or consequential) against any Party. Nothing contained in this Amendment is intended to be or shall be construed as or deemed an assumption or an assignment of the Lease, as amended hereby, or any contract or document related thereto under section 365 of the Bankruptcy Code.

3. Assumption of Obligations by Purchaser. Purchaser, for the direct benefit of Landlord, as of the Effective Date, hereby assumes the timely and true performance of all of the rents, terms, covenants and provisions of the Lease assigned under the Assignment Agreement, and pursuant to the Order, from and after the Effective Date, at the time and in the manner set forth in the Lease (including without limitation the obligations to pay the rent and additional rent to use the Leased Premises as more fully set forth in said Lease), subject to the terms of this Amendment.

4. Return of Letter of Credit. Within two (2) business days after the later of the Effective Date or payment to Landlord of the Cure Amount (as hereinafter defined), Landlord shall deliver notice to the issuing bank for the Letter of Credit (the “Issuing Bank”) in the manner required under the Letter of Credit stating that the Landlord (as beneficiary) cancels the Letter of Credit (to be referenced therein by number and other necessary identifying information) and releases the Issuing Bank from any further obligations under the Letter of Credit. Within five (5) business days after the later of the Effective Date or payment to Landlord of the Cure Amount, Landlord shall return the original Letter of Credit to the Issuing Bank. Landlord represents and warrants to Tenant and Purchaser that the undrawn balance of the Letter of Credit as of the Effective Date is \$ _____. Landlord agrees to not cause or permit any further draws on the Letter of Credit on or after the Effective Date. Tenant agrees to accept such cancellation of the Letter of Credit by Landlord in lieu of the payment from Purchaser to Tenant under the Assignment Agreement of the balance of the “Security Deposit”, as defined thereunder, attributable to this Lease, as otherwise set forth in Section 2(b)(iv) of the Assignment Agreement. For the avoidance of doubt, following the Effective Date, Tenant will have no obligation to provide Landlord with additional security deposits, letters of credit, or cash collateral or any other any amounts pursuant to the Lease.

5. Temporary Waiver of Financial Reporting, Security Deposit and Letter of Credit Requirements. Effective as of the Effective Date, Landlord hereby waives (i) the financial

reporting requirements set forth in Section 27 of the Lease, and (ii) the Security Deposit and Letter of Credit requirement set forth in Section 42 of the Lease. The foregoing waivers shall terminate and be of no further force and effect upon the earlier of the following: (a) Purchaser (as tenant) failing to perform its monetary obligations as required by the Lease or this Amendment within ten (10) business days of Landlord providing written notice that such amount remains unpaid; (b) otherwise failing to perform any other obligation under the Lease beyond any specific notice and/or cure periods set forth in the Lease; and (c) March 31, 2026.

6. No Waiver and Payment of Cure. Landlord and Tenant agree that Tenant shall pay the cure amount of \$5,000.00, which includes attorney's fees and costs (the "Cure Amount"). Landlord represents that there are no known costs or liabilities owing to Landlord under the Lease as of the Effective Date, other than the Cure Amount. Upon the Effective Date, Tenant shall pay the Cure Amount to Landlord, pursuant to 11 U.S.C. § 365(b)(1), as cure, in connection with the assumption and assignment of the Lease. For the avoidance of doubt, Landlord does not waive or defer any rights to indemnification that exist under the Lease, whether arising before or after the Effective Date, and nothing in this Amendment shall waive Purchaser's obligation to timely pay all other amounts that are accruing or arising under the Leases on or after the Effective Date, including without limitation, any amounts for accrued but unbilled year-end adjustments or reconciliations, and/or taxes (even if such amounts relate to a period prior to the Effective Date but were not yet due to be paid and/or have not yet been billed in accordance with the terms of the Lease), nor shall this Amendment prevent Landlord from exercising all of its remedies under the Lease, at law and in equity against Purchaser in the event of Purchaser's failure to timely pay any sum due under the Lease. In addition, Landlord does not waive or release any rights or claims it may have (i) against proceeds of Tenant's insurance policies that arise from the Tenant's use and occupancy of the Leased Premises prior to the Effective Date, or (ii) against Purchaser that arise from the use and occupancy of the Leased Premises following the Effective Date, including, but not limited to, those for which Tenant had a duty to indemnify Landlord pursuant to the terms of the Lease, obligations to maintain the Leased Premises free and clear of any liens by mechanics, materialmen or other similar claimants and any claims relating to failure to comply with such obligations under the Lease. For the avoidance of doubt, any liability of Tenant with respect to indemnification shall be limited to proceeds of Tenant's insurance coverage relating to any such claim, and nothing in this Agreement modifies or limits the protection provided Tenant under Section 365(k) of the Bankruptcy Code following the Closing.

7. Reservation of Rights by Landlord. Nothing in this Amendment shall be deemed a waiver of any right of Landlord under the Lease, other than as modified herein. Other than as specifically set forth herein, Landlord does not waive any right to bill or assess against Purchaser any charges, and/or collect from Purchaser any and all outstanding balances due under the Lease and the Bankruptcy Code in connection with the assumption (or assumption and assignment) of the Lease. Nothing in this Amendment shall act as a waiver of Landlord's right to object to the assumption and assignment of the Lease to any party other than the Purchaser on any grounds whatsoever.

8. Notices. As of the Effective Date, Landlord and Purchaser's, as tenant, notice addresses under the Lease shall be as follows:

Landlord's Notice Address:

Broadstone AVF Michigan, LLC
c/o Broadstone Net Lease, Inc.
207 High Point Drive, Suite 300
Victor, NY 14564
Attn: Property Management

Purchaser's (as tenant) Notice Address:

Gardner White Furniture Co., Inc.
6500 E. 14 Mile Road
Warren, Michigan 48092
Attn: Matthew A. Kalasho, General Counsel

9. Ratification and No Other Modification. Except as modified as set forth in this Amendment, all of the terms and provisions of the Lease remain unchanged and in full force and effect and the Landlord and Purchaser hereby ratify and confirm same. The Purchaser and Landlord acknowledge and agree that the Lease, as modified by this Amendment, sets forth the entire agreement between Landlord, Tenant and Purchaser. In case of any conflict between the terms and provisions of the Lease and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control.

10. Counterparts. This Amendment may be executed in two counterparts, which together shall constitute but one and the same instrument. Executed counterparts transmitted via facsimile or email attachment shall constitute originals for all intents and purposes.

11. Entire Agreement. This Amendment, together with the Lease and the Assignment Agreement, constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede any prior oral or written agreements between the Parties concerning the subject matter hereof, and acts to amend, superseding where inconsistent, any such prior agreement; provided, however that nothing in this Agreement shall modify or amend any provision of the Assignment Agreement.

12. Successors and Interests. This Amendment, and all covenants contained herein, shall be binding and inure to the benefit of the Parties and their respective successors, assigns, heirs, executors, administrators, and representatives, including a trustee or receiver appointed in any bankruptcy or insolvency proceeding.

13. Authority. Tenant and Purchaser each represent and warrant that its execution, delivery and performance of this Amendment: (i) is within its company, partnership and corporate powers; (ii) has been duly authorized by all necessary or proper company, partnership or corporate action; (iii) is not in violation of any certificates of authorization, partnership agreements, operating agreements, and articles or certificates of incorporation or by-laws, (iv) will not violate any law, regulation or any order or decree of any court or governmental instrumentality; and (v) other than the Order, does not require the consent

or approval of any other party in order to make this Amendment a binding and enforceable obligation of the Parties, which consents or approvals have not been obtained.

14. [Consent to License]¹. The Landlord hereby consents to (i) the Purchaser's sublease or licensing of the Leased Premises to Tenant following the assumption by Purchaser of the Lease, until [March 1, 2026][April 1, 2026]², and (ii) Tenant conducting going out of business sales at the Leased Premises during the term of such sublease or license in accordance with orders entered into by the Bankruptcy Court in the Bankruptcy Case, including through Tenant's consultants and agents. Landlord agrees that all conditions precedent to such sublease or license set forth in Section 21 of the Lease have either been satisfied or waived by Landlord. For avoidance of doubt, Sections 21(c), (d), (e), (f), and (h) shall be applicable to such sublease or license. No further assignment, sublease, or license by such sublessee or licensee shall be permitted.]

[SIGNATURE PAGE FOLLOWS]

¹ Insert this Section for the two Broadstone "Specified Leases" identified in the Assignment Agreement.

² Flint location through the end of February; Traverse City through the end of March.

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the Execution Date.

LANDLORD:

BROADSTONE AVF MICHIGAN, LLC,
a New York limited liability company

By: Broadstone Net Lease, LLC,
a New York limited liability company,
its sole member

By: Broadstone Net Lease, Inc.,
a Maryland corporation,
its managing member

By: _____
Name: _____
Its: _____

TENANT:

AMERICAN SIGNATURE, INC.,
an Ohio corporation

By: _____
Name: _____
Its: _____

PURCHASER:

GARDNER WHITE FURNITURE CO., INC.,
a Michigan corporation

By: _____
Name: _____
Its: _____

Exhibit 2B

Form of Broadstone License Agreement

LICENSE AGREEMENT

This License Agreement is entered into as of February __, 2026, and effective as of the date described herein as the Effective Date, by and between Gardner White Furniture Co., Inc. (“Licensor”), and AMERICAN SIGNATURE, INC., an Ohio corporation, Chapter 11 Debtor and

Debtor In Possession (the “Licensee”) in In Re American Signature, Inc., et. al., pending as Case No. 25-12105-JKS (the “Bankruptcy Case”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). This License Agreement consists of the Data Sheet section and the Terms and Conditions that follow (collectively, this “Agreement”).

This Agreement is made pursuant to that certain Assignment and Assumption Agreement dated January 3, 2026, between Licensee and Licensor (“Assignment Agreement”) and is subject in all events to entry of an order of the Bankruptcy Court in the Bankruptcy Case which approves the Assignment Agreement and the consummation of the transactions contemplated thereby and hereby. The Closing Date as defined in the Assignment Agreement shall be the “Effective Date” of this Agreement. Capitalized terms used but not defined in this Agreement shall have the respective meanings set forth in the Assignment Agreement.

In consideration of mutual covenants contained in this Agreement, Licensor and Licensee agree as follows:

DATA SHEET

A. **Licensee (Company Name): AMERICAN SIGNATURE, INC.**

Contact Information: _____

- B. **Licensed Premises (“Premises”):** The Premises consists of the land and buildings described in the Specified Leases, which are listed in Exhibit A, attached hereto.
- C. **License Term:** Commencing as of the Closing Date, through and including March 31, 2026 (the “Term”); provided, however that at Licensee’s election provided by written notice to Licensor no later than February 25, 2026 (an “Election Notice”), the Term shall end on February 28, 2026, with respect to one or more of the Specified Leases as specified in such Election Notice. The License shall automatically terminate as of March 31, 2026 (or February 28, 2026, as applicable as to such locations of the Premises specified in the Election Notice) and Licensee shall have one day to remove its remaining personal property from the Premises following such termination.
- D. **Lease Agreement(s).** Licensee acknowledges and agrees that it shall observe all material requirements of the Specified Leases consistent with its past practice prior to the Effective Date.

- E. **Permitted Use:** Licensee is permitted to access the Premises solely for the following purpose: To conduct a "going out of business sale" of the Value City Furniture stores currently located within the Premises as conducted prior to the Effective Date, and for no other purpose.
- F. **Licensor (Owner) Contact Information:** _____.
- G. **License Fee:** The License Fee shall consist of the monthly Base Rent and CAM due under the Specified Leases for the month of March 2026; provided that no License Fee shall be payable with respect to any Specified Lease for which the Term ends on February 28, 2026, pursuant to an Election Notice delivered in accordance with Paragraph C above. The License Fee shall be due and payable on or before March 1, 2026

TERMS AND CONDITIONS

Licensee agrees to abide by and be responsible for all terms and conditions of this Agreement. Licensee agrees it has read and understands this Agreement, including, without limitation, the following terms and conditions:

1. **Premises:** Licensor grants to Licensee a limited license (the "License") to use the Premises as defined on the Data Sheet solely in accordance with the Permitted Use clause and for no other purpose. This Agreement shall extend only to the Premises and not to any other property. Licensee is currently in possession of the Premises and therefore accepts the Premises in an "as is" condition. Licensor shall not be required to perform any work to prepare the Premises as Licensee has had the opportunity to inspect them in advance and has determined the space is adequate for its use. Licensee hereby releases Licensor from any claims related to the use and occupancy of the Premises. THE PREMISES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.
2. **Expiration or Termination:** Upon expiration of the Term, or termination of this Agreement, Licensee shall remove all persons, vehicles, equipment, supplies, signage, and other items of its property from the Premises and shall vacate the Premises. After that time, Licensee shall have no right or claim to possession of the Premises. In the event Licensee does not remove its property from the Premises by said date, such property shall be deemed abandoned and Licensor may dispose of same without liability. Licensee shall leave the Premises promptly after the end of the License Term.
3. **Nature of License:** No legal title, easement or other possessory interest in real estate, including any leasehold interest in the Premises, or any appurtenances thereto, shall be deemed or construed to have been created or vested in Licensee by anything contained in this Agreement. Licensee shall have no recourse against Licensor's partners, agents, contractors, employees, invitees or other licensees for breach of contract under this Agreement or otherwise and none of the direct or indirect partners or members comprising the partnership or company which is the

Licensor shall be liable hereunder for breach of contract or otherwise. Licensee shall ensure that anyone else accessing the Premises pursuant to this Agreement complies with all the requirements of this Agreement. Licensee shall not assign, sublease, or otherwise transfer any of its interest in this Agreement or to the Premises to any party without Licensor's prior written consent, which may be withheld in its sole and absolute discretion.

4. Conduct of Business: No sales or commercial transactions shall be permitted except as part of the Permitted Use. Licensee and its agents shall conduct its operations at the Premises in a professional manner and abide by all rules and regulations existing or established by Licensor from time to time. Licensee hereby assumes all responsibility for obtaining and keeping effective all licenses, permits and approvals necessary to allow the operations described in the Permitted Use clause of the Data Sheet, and shall otherwise comply with all applicable governmental rules and regulations concerning such operation and with the requirements of Licensor's insurance carriers. Licensee shall not use or allow the Premises to be used for any improper, immoral, or objectionable purposes as determined by Licensor in its sole judgment. Licensee shall not use any name, trademark or logo belonging to Licensor. Licensee shall bear the sole risk of loss to any of its property from theft, loss, or vandalism while located within the Premises. Licensee shall not make any alterations to the Premises

5. Indemnity: Licensee covenants to indemnify, defend and hold harmless Licensor's officers, directors, stockholders, beneficiaries, partners, members, representatives, agents and employees, and their respective successors and assigns, from and against any and all claims, allegations, actions, damages, liability, cost and expense, including attorneys' fees, in connection with all losses, including loss of life, personal injury, and/or damage to property, arising out of any occurrence in, upon or at the Premises, or the occupancy or use by Licensee of the Premises or any part thereof, or arising from or out of Licensee's failure to comply with any provisions hereunder, or occasioned wholly or in part by any act or omission of Licensee, its agents, contractors, suppliers, employees, servants, or licensees, including without limitation its agents (except for loss or damage resulting from the sole negligence of Licensor), which indemnifications shall survive expiration or early termination of this Agreement.

6. Default: If Licensee fails to observe or perform any of its obligations under this Agreement, then Licensee shall be in default hereunder and Licensor shall have all rights and remedies available to it under this Agreement and at law or equity. If such default is not cured within 5 business days after written notice of same from Licensor to Licensee, then Licensor shall have the right to terminate this Agreement upon written notice to Licensee and Licensee shall thereafter vacate the Premises within 48 hours.

7. Insurance: From and after the date the Effective Date continuing during the Term, Licensee shall continue to maintain insurance for the Premises as required by the Specified Leases consistent with Licensee's past practice. Licensee shall, on or before the Effective Date provide evidence of the required insurance and shall provide Licensor with a certificate of such coverages naming Licensor as an additional insured on the comprehensive general liability policy, any umbrella policy, and any other policy where Landlord under the Specified Leases is named as an additional insured.

8. Holdover. If Licensee remains in possession of the Premises, or any part thereof, after the expiration of the License Term, Licensee, at Licensor's option and within Licensor's sole

discretion, may be deemed a licensee on a month-to-month basis and shall comply with all the terms of this Agreement and continue to pay rentals and other sums in the amounts herein provided, except that the License Fee (prorated on a monthly basis) shall be automatically 125% of the prorated License Fee; provided that nothing herein nor the acceptance of payment by Licensors shall be deemed a consent to such holding over. Licensee shall defend, indemnify, protect and hold the Licensors, harmless for, from and against any and all losses resulting from Licensee's failure to surrender possession upon the expiration of the License Term, including, without limitation, any claims made by any succeeding lessee.

9. Utilities. As of the Effective Date, Licensee is currently in possession of the Premises and therefore shall continue to keep utilities in its name to the extent applicable and pay such bills for the Term consistent with past practice.

10. Notices: All notices which may be or are required to be given hereunder, if sent to Licensee by email or by overnight mail service such as FedEx, UPS, etc. to the address on the first page of this Agreement, or via hand-delivery to the Premises shall be deemed to have been delivered on the date of receipt or refusal thereof; and, if sent to Licensors, by overnight mail service such as FedEx, UPS, etc. shall be sent to Licensors at the address on the first page of this Agreement, shall be deemed to have been delivered on the date of receipt or refusal thereof.

11. Governing Law; Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of law, except in each case to the extent the laws of the State in which the Premises are located necessarily apply because the Premises are located in such State. The parties consent to the sole and exclusive jurisdiction of the Bankruptcy Court with respect to any and all matters arising under or relating to this Agreement. The Parties hereby irrevocably waive any objection on the grounds of venue, forum non conveniens, or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law. The parties further hereby expressly waive any right to a trial by jury with respect to any action, lawsuit or other judicial proceeding arising under or relating in any way to this Agreement.

12. Entire Agreement/Counterparts: Subject to the Bankruptcy Case, the Lease Agreements, and the Assignment Agreement, this Agreement is the only agreement between the parties hereto relating to the subject matter hereof. All prior negotiations, representations and agreements between the parties are merged herein. This Agreement shall not be binding and or effective until signed by both Licensors and Licensee. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement. The counterparts of this Agreement may be executed and delivered by email, facsimile or other electronic signature, by any of the parties, to any other party, and the receiving party may rely on the receipt of such document so executed and delivered by email, facsimile or other electronic means, as if the original had been received. Copies of signatures, whether hard copies or electronic copies, shall be treated the same as original signatures for all purposes. Notwithstanding the full execution of this Agreement, this Agreement shall not be effective unless its execution is authorized by the United State Bankruptcy Court in the Bankruptcy Case.

This Agreement is hereby entered into by the parties hereto as of the day and year first written above.

LICENSOR: Gardner White Furniture Co., Inc.,

By: _____
Name: _____
Title: _____

LICENSEE: American Signature, Inc., Debtor and Debtor in Possession

By: _____
Name: _____
Title: _____

30. Exhibit A

Description of the Premises and the Lease Agreements; License Fee Allocation

<u>Premises and Lease Agreement</u>	<u>License Fee Allocation</u>
Lease Agreement dated June 26, 2020, by and between Broadstone A VF Michigan, LLC, a New York limited liability company, as "Landlord" and Assignor, as "Tenant" thereunder, of Leased Premises located at 4577 Miller Road, Flint, Michigan 48507	
Lease Agreement dated June 26, 2020, by and between Broadstone A VF Michigan, LLC, a New York limited liability company, as "Landlord" and Assignor, as "Tenant" thereunder, of Leased Premises located at 1775 Oak Hollow Drive, Traverse City, Michigan 49686.	