IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
AMERICAN TIRE DISTRIBUTORS, INC., *et al.*,[1]	)	Case No. 24-12391 (CTG)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 109**

ORDER (I) APPROVING BID PROCEDURES FOR THE SALE OF THE DEBTORS' ASSETS, (II) SCHEDULING CERTAIN DATES AND DEADLINES WITH RESPECT THERETO, (III) APPROVING THE FORM AND MANNER OF NOTICE THEREOF, (IV) AUTHORIZING THE DEBTORS TO SELECT AN ALTERNATIVE STALKING HORSE BID AND PROVIDE ALTERNATIVE BID PROTECTIONS, (V) ESTABLISHING NOTICE AND PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF CONTRACTS AND LEASES, (VI) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CONTRACTS AND LEASES, (VII) APPROVING THE SALE OF ASSETS, AND (VIII) 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"), (a) authorizing and approving the Bidding Procedures attached hereto as **Exhibit 1**, (b) authorizing the Debtors to select an Alternative Stalking Horse Bid and provide Alternative Bid Protections if the Stalking Horse Agreement is terminated, (c) establishing certain related dates and deadlines with respect to the marketing and sale of the Debtors' Assets, (d) approving the form and manner of notice of the

[1] The Debtors in these chapter 11 cases, along with the last four digits of the Debtors' federal tax identification numbers, are American Tire Distributors, Inc. (4594); ATD New Holdings II, Inc. (4985); ATD New Holdings III, Inc. (0977); ATD New Holdings, Inc. (3406); ATD Sourcing Solutions, LLC (5225); ATD Technology Solutions Inc. (N/A); FLX FWD Logistics, LLC (3334); Hercules Tire International Inc. (N/A); Terry's Tire Town Holdings, LLC (7409); The Hercules Tire & Rubber Company (3365); Tire Pros Francorp, LLC (1813); Tirebuyer.com, LLC (9093); and Torqata Data and Analytics LLC (4992). The location of Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is 12200 Herbert Wayne Court, Huntersville, NC 28078.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion or the Bidding Procedures, as applicable.

Auction (if any) and the Sale Transactions, attached hereto as **Exhibit 2** (the "Sale Notice"), the notice of the Winning Bidder(s) attached hereto as **Exhibit 3** (the "Notice of Winning Bidder"), and the notice of designation of any Alternative Stalking Horse Bidder attached hereto as **Exhibit 4** (the "Stalking Horse Notice"), (e) approving the Assumption and Assignment Procedures, including the notices of potential assumption and proposed cure amounts attached hereto as **Exhibit 5** (the "Cure Notice"), and (f) granting related relief, all as more fully set forth in the Motion; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this 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 this 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 this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other or further notice need or shall be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein, if any, at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted

herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY FOUND AND DETERMINED THAT**:[3]

1. Jurisdiction and Venue. The United States District Court for the District of Delaware has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (the "Court") under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. Statutory and Legal Predicates. The statutory and legal predicates for the relief requested in the Motion are sections 105(a), 363, 365, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, 9008, and 9014 and Local Rules 2002-1, 6004-1, and 9006-1(c).

3. Sale Process. The Debtors and their advisors have been engaging with a number of potential interested parties to solicit and develop the highest and otherwise best offers for the Assets.

4. Bidding Procedures. The Debtors have articulated good and sufficient business reasons for the Court to approve the bidding procedures attached hereto as **Exhibit 1** (the "Bidding Procedures"). The Bidding Procedures are fair, reasonable, and appropriate, and are designed to maximize the value of the proceeds from the sale or sales (the "Sale Transactions") of some, all, or substantially all of the Debtors' assets (the "Assets"). The Bidding Procedures were negotiated in good faith and at arm's-length and are reasonably designed to promote a

3 The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

competitive and robust bidding process to generate the greatest level of interest in the Assets. The proposed process for potentially designating an Alternative Stalking Horse Bidder (if applicable) is fair and appropriate under the circumstances. The Bidding Procedures comply with the requirements of Local Rule 6004-1(c).

5. The Debtors have demonstrated a compelling and sound business justification for the Court to enter this Order and grant the relief set forth herein. Such compelling and sound business justification, which was set forth in the Motion and the First Day Declaration, are incorporated by reference herein, and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

6. Stalking Horse Bidder. The Debtors have demonstrated compelling and sound business justifications for selecting the Stalking Horse Bid (on the terms set forth in the Stalking Horse Agreement), which sets the floor for bidding for the Assets. The Stalking Horse Bid represents the highest or otherwise best offer the Debtors have received to date as a result of their efforts to market the Assets for sale.

7. Sale Notice. The Sale Notice, substantially in the form attached hereto as **Exhibit 2**, is reasonably calculated to provide interested parties with timely and proper notice of the Auction (if any) and any Sale Transaction with respect to the Assets, including, without limitation: (a) the date, time, and place of the Auction; (b) the Bidding Procedures; (c) the deadline for filing objections to the Sale Transactions and entry of an order approving any Sale Transactions; and (d) notice of the proposed assumption and assignment of Contracts to the Winning Bidder(s), if any.

8. Assumption and Assignment Provisions. The Debtors have articulated good and sufficient business reasons for the Court to approve the assumption and assignment procedures set

forth herein (the "Assumption and Assignment Procedures"), which are fair, reasonable, and appropriate. The Assumption and Assignment Procedures comply with the provisions of section 365 of the Bankruptcy Code and Bankruptcy Rule 6006.

9. Notice of Winning Bidder. The Notice of Winning Bidder, substantially in the form attached hereto as **Exhibit 3**, is reasonably calculated to provide interested parties with timely and proper notice of any proposed Sale Transaction, including, without limitation: (a) the Winning Bidder(s); (b) the Back-Up Bidder(s), if applicable; (c) the key terms of the proposed Sale Transaction; and (d) the date, time, and place of the Sale Hearing.

10. Notice of Stalking Horse Bidder. The Notice of Stalking Horse Bidder, substantially in the form attached hereto as **Exhibit 4**, is reasonably calculated to provide interested parties with timely and proper notice of entry into an Alternative Stalking Horse Agreement as well as any and all objection deadlines related thereto.

11. Cure Notice. The Cure Notice, the form of which is attached hereto as **Exhibit 5**, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Assumption and Assignment Procedures, as well as any and all objection deadlines related thereto, and no other or further notice shall be required for the Motion and the procedures described therein (including the Assumption and Assignment Procedures), except as expressly required herein.

12. Notice. Notice of the Motion, the proposed Bidding Procedures, the proposed Assignment and Assumption Procedures, and the Hearing was (i) appropriate and reasonably calculated to provide all interested parties with timely and proper notice, (ii) in compliance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and (iii) adequate and sufficient under the circumstances of the Debtors' chapter 11 cases, such that no

other or further notice need or shall be required or provided except as set forth in the Bidding Procedures and the Assumption and Assignment Procedures. A reasonable opportunity to object and be heard regarding the relief granted herein has been afforded to all parties in interest.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

13. The Motion is GRANTED as set forth herein.

14. All objections to the relief granted in this order (the "Order") that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby overruled and denied on the merits with prejudice.

A. The Bidding Procedures

15. The Bidding Procedures attached hereto as **Exhibit 1** are hereby approved, are incorporated herein by reference, and shall govern the Bids and proceedings related to any sale of Assets and the Auction (if any) in all respects. The procedures and requirements set forth in the Bidding Procedures, including those associated with submitting a "Qualified Bid," are fair, reasonable, and appropriate, and are designed to maximize recoveries for the benefit of the Debtors' estates, creditors, and other parties in interests. The Debtors are authorized to take any and all actions necessary or appropriate to implement the Bidding Procedures.

16. The failure to specifically include or reference any particular provision of the Bidding Procedures in the Motion or this Order shall not diminish or otherwise impair the effectiveness of such procedures, it being the Court's intent that the Bidding Procedures are approved in their entirety, as if fully set forth in this Order.

17. Subject to this Order and the Bidding Procedures, the Debtors, in the exercise of their reasonable business judgment and in a manner consistent with their fiduciary duties and applicable law and in consultation with the Consultation Parties, shall have the right to, in each

case with respect to any Assets being sold pursuant to the Bidding Procedures, (a) determine which Qualified Bid is the highest or otherwise best offer for the applicable Assets, (b) reject any Bid that the Debtors determine, after consultation with the Consultation Parties, is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code or the Bidding Procedures, or (iii) contrary to the best interests of the Debtors' estates and their creditors, and (c) impose such other terms and conditions upon Qualified Bidders (other than with respect to the Lender Credit Bidder if such terms are otherwise inconsistent with the Stalking Horse APA) as the Debtors determine to be in the best interests of the Debtors' estates in these chapter 11 cases.

18. Subject to this Order and the Bidding Procedures, the Debtors, after consultation with the Consultation Parties and subject to the terms of the DIP Order, the Restructuring Support Agreement and the Stalking Horse Agreement, shall have the right, in their reasonable business judgment and in a manner consistent with their fiduciary duties and applicable law, to modify the Bidding Procedures, including to, among other things, (a) extend or waive deadlines or other terms and conditions set forth therein, (b) adopt new rules and procedures for conducting the bidding and the Auction process, (c) provide reasonable accommodations to the Lender Credit Bidder or any Alternative Stalking Horse Bidder, or (d) otherwise modify the Bidding Procedures to further promote competitive bidding for and maximizing the value of the Assets, as applicable; *provided* that such extensions, waivers, new rules and procedures, accommodations, and modifications (except as are consented to or otherwise approved or permitted in accordance with the Bidding Procedures) (i) do not conflict with and are not inconsistent with this Order, the Bidding Procedures, the Bankruptcy Code or any order of the Court and (ii) are as promptly as practicable communicated to each Qualified Bidder or at the Auction (if any).

19. If the Debtors determine, after consultation with the Consultation Parties, not to conduct an Auction for the Assets, then the Debtors shall file a notice with the Court of such determination within one (1) business day of making such determination.

20. As set forth herein, the Debtors shall consult with the Consultation Parties regarding the sale process for the Assets and the Sale Transactions, scheduling and operation of the Auction (if applicable), selection of a winning bid, as well as any modifications of the Bidding Procedures. The Debtors shall also provide to the Consultation Parties and their advisors regular reports concerning the sale process, including parties contacted, proposals received, and any due diligence requested by potential purchasers. The reports shall be provided no less frequently than on a weekly basis unless otherwise agreed by the Consultation Parties in writing (which may be by email).

B. Stalking Horse Bidders and Bid Protections.

21. The Lender Credit Bidder shall be deemed an Acceptable Bidder and Qualified Bidder. The Stalking Horse Bid shall be deemed a Qualified Bid pursuant to the Bidding Procedures for all purposes and shall serve as the floor for bidding for the Assets. The request for Bid Protections has been withdrawn. For the avoidance of doubt, the Ad Hoc Group shall not be a Consultation Party unless and until the Lender Credit Bidder unequivocally revokes its Bid and waives its right to continue in the bidding process.

22. To the extent the Stalking Horse Agreement is terminated prior to the Bid Deadline, the Debtors are and shall be authorized, but not obligated, in an exercise of their reasonable business judgment, and with the consent of the of the Required Consenting Lenders (as defined in the Restructuring Support Agreement) and in consultation with the Official Committee of Unsecured Creditors (the "Committee"), to: (a) select one or more Acceptable Bidders to act as a

stalking horse bidder and enter into a stalking horse agreement; and (b) determine to (i) provide the Alternative Breakup Fee of up to 3% of the cash portion of the purchase price under any such Alternative Stalking Horse Bid and/or (ii) reimburse the Alternative Expense Reimbursement; *provided* that the aggregate amount of the Alternative Bid Protections in respect of each Alternative Stalking Horse Bid shall not exceed an aggregate four percent (4%) of the cash portion of the purchase price under the Alternative Stalking Horse Bid; *provided, further* that all expenses to be reimbursed to an Alternative Stalking Horse Bidder from the Debtors' estates must be reasonable and documented, with such documentation provided to the Debtors and the Consultation Parties; *provided, further* that the Alternative Bid Protections payable under any Alternative Stalking Horse Agreement shall be deemed an actual and necessary cost of preserving the Debtors' estates within the meaning of sections 503(b) and 507(a)(2) of the Bankruptcy Code and treated as an allowed administrative expense claim against the Debtors' estates pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code, and in each case, solely as approved in an order approving any Stalking Horse Notice (as defined below). In such instance(s), the Debtors shall file a notice of designation of an Alternative Stalking Horse Bidder (the "Stalking Horse Notice") within one (1) business day of such designation seeking approval of the same, providing no less than four (4) business days' notice of the deadline to object to the approval of the Alternative Stalking Horse Bid (including any proposed Alternative Bid Protections) to the Notice Parties (as defined below) with no other or further notice regarding the Alternative Stalking Horse Bidder, the Alternative Stalking Horse Bid, or the Alternative Bid Protections being required; *provided* that any Stalking Horse Notice will (a) set forth the identity of the Alternative Stalking Horse Bidder (and if the Alternative Stalking Horse Bidder is a newly formed entity, then the Alternative Stalking Horse Bidder's parent company or sponsor), (b) set forth the amount of the Alternative Stalking Horse Bid, and,

if the Alternative Stalking Horse Bidder is a credit bidder, what portion of its bid is a credit bid and what portion (if any) is cash; (c) state whether the Alternative Stalking Horse Bidder has any connection to the Debtors other than those that arise from the Alternative Stalking Horse Bid, (d) specify any proposed Alternative Bid Protections, (e) attach the purchase agreement finalized with the Alternative Stalking Horse Bidder or otherwise summarize the material terms thereof; and (f) set forth the deadline to object to the Alternative Stalking Horse Bidder designation and any related Alternative Bid Protections.

23. Objections to the designation of an Alternative Stalking Horse Bidder or any of the terms of an Alternative Stalking Horse Bid (including any proposed Alternative Bid Protections for such Alternative Stalking Horse Bidder) (a "Stalking Horse Objection") shall (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Bankruptcy Rules, (c) state, with specificity, the legal and factual bases thereof and (d) be filed with the Court and served on the Notice Parties (as defined below) within four (4) business days after the service of the Stalking Horse Notice.

24. If a timely Stalking Horse Objection is filed, the Debtors will schedule a hearing regarding such Stalking Horse Objection as soon as reasonably practicable seeking approval of such Alternative Stalking Horse Bid and in accordance with this Order and the Bidding Procedures. If no timely Stalking Horse Objection is filed and served with respect to the Alternative Stalking Horse Bid, upon the expiration of the objection deadline, the Debtors will submit a proposed order to the Court approving the Alternative Stalking Horse Bid (including any stalking horse agreement and the related Alternative Bid Protections) under certification of counsel, which the Court may enter without a hearing and any further or other notice except as

required herein or under the Bidding Procedures, including with respect to any Alternative Bid Protections set forth in the Stalking Horse Notice.

25. Notwithstanding anything to the contrary herein, nothing in this Order shall be deemed to allow (i) any break-up fee on account of any portion of a purchase price that is a credit bid, (ii) any expense reimbursement on account of expenses incurred in connection with conducting prepetition diligence related to any proposed bid, including with respect to the Stalking Horse Bid, or (iii) any bid protections in favor of an Insider or Affiliate (as those terms are defined in the Bankruptcy Code) of the Debtors.

26. Except for the Alternative Bid Protections provided to an Alternative Stalking Horse Bidder, as applicable, no person or entity participating in the Debtors' sale process under the Bidding Procedures shall be entitled to any expense reimbursement, break-up fees, "topping" fees, termination fees, or other fees, payments, or reimbursements whatsoever in connection with any Bid, preparation thereof, or participation at the Auction (if any) or generally under the Bidding Procedures; and, by submitting a Bid, such person or entity shall be deemed to have forever waived its right to request or to file with the Court any request for allowance or payment of any such expense reimbursement or fee(s), whether by virtue of section 503(b) of the Bankruptcy Code or otherwise.

27. Any deposit provided by Qualified Bidders (as required under the Bidding Procedures or an Alternative Stalking Horse Agreement) shall be held in escrow by the Debtors or their agent and shall not become property of the Debtors' bankruptcy estates unless and until released from escrow to the Debtors pursuant to the terms of the Bidding Procedures, the applicable escrow agreement, or an order of the Court.

D. Important Dates and Deadlines.

28. The following dates and deadlines are hereby approved:

Date and Time (all times in prevailing Eastern Time)	**Event or Deadline**
November 25, 2024 at 5:00 p.m.	The deadline for submission of a non-binding Indication of Interest
November 26, 2024 at 3:00 p.m.	Bid Procedures Hearing
Three (3) business days after the entry of the Bid Procedures Order	The deadline for the Debtors to serve and publish the Sale Notice
December 11, 2024	Serve Cure Notice
December 26, 2024, at 5:00 p.m.	Cure Notice Objection Deadline
December 27, 2024	Deadline to File and Serve Stalking Horse Objections (if applicable)
January 10, 2025, at 11:59 p.m.	Bid Deadline
January 12, 2025, at 5:00 p.m.	Deadline to File Auction Notice/Designate Qualified Bids
January 13, 2025, at 10:00 a.m.	Auction (if necessary)
January 13, 2025, at 11:59 p.m.	Notice of Winning Bidder
January 14, 2025, at 5:00 p.m.	Sale Objection Deadline
January 16, 2025 at 2:00 p.m.	Sale Hearing

29. The deadline by which Bids must be ***actually received*** by the Debtors and their advisors (as set forth in the Bidding Procedures) is **January 10, 2025, at 11:59 p.m. (prevailing Eastern Time)** (the "Bid Deadline").

30. If any Auction is needed and held, such Auction shall commence on **January 13, 2025 at 10:00 a.m. (prevailing Eastern Time)**, unless otherwise rescheduled by the Debtors (with prior notice to the applicable Qualified Bidders). Any Auction held will be

conducted via remote video, in-person, or hybrid format, at the Debtors' election after consultation with the Consultation Parties. As set forth more fully in the Bidding Procedures, only Qualified Bidders shall be entitled to bid for the applicable Assets at the Auction (if any).

31. Each Qualified Bidder participating in any Auction, shall be required to confirm that it has not engaged in any collusion with respect to any bidding (including preparing or submitting its Bid(s)) or the Sale Transactions, as set forth in the Bidding Procedures; and any Auction shall be transcribed or otherwise recorded.

32. The Debtors shall file with the Court the Notice of Winning Bidder, identifying the identity of the Winning Bidder(s) (as applicable), the amount of the Winning Bid(s) (as applicable) and, if the Winning Bidder (as applicable) is a credit bidder, what portion of its bid is a credit bid and what portion (if any) is cash, by: **January 13, 2025, at 11:59 p.m. (prevailing Eastern Time)**, or as soon as reasonably practicable thereafter. If the Winning Bidder is a special purpose entity, the notice shall also identify the entity or entities that are its primary equity holders, or otherwise control, the special purpose entity.

33. Objections to the terms of or the proposed order approving any Winning Bid(s) (and/or designation of a Back-Up Bid(s), as applicable) (which Winning Bid or Back-Up Bid may be the Stalking Horse Bid) (the "Sale Order," and such objections, "Sale Objections") must be made on or before: **January 14, 2025, at 5:00 p.m. (prevailing Eastern Time)** (the "Sale Objection Deadline"). All Sale Objections must: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (c) state with particularity the legal and factual basis for the Sale Objection and the specific grounds therefor; and (d) be filed with the Court and served so as to be ***actually received*** by the following parties (the "Notice Parties") no later than the Sale Objection Deadline:

Proposed Co-Counsel to the Debtors	**Proposed Co-Counsel to the Debtors**
Kirkland & Ellis LLP 333 West Wolf Point Plaza Chicago, Illinois 60654 Anup Sathy, P.C. (anup.sathy@kirkland.com) Chad J. Husnick (chad.husnick@kirkland.com) David R. Gremling (dave.gremling@kirkland.com) Melissa Mertz (melissa.mertz@kirkland.com)	Pachulski Stang Ziehl & Jones LLP 919 North Market Street, 17th Floor Wilmington, Delaware 19801 Laura Davis Jones (ljones@pszjlaw.com) Timothy P. Cairns (tcairns@pszjlaw.com) Edward A. Corma (ecorma@pszjlaw.com)
Counsel to the Ad Hoc Group	**Counsel to the ABL Agents**
Akin Gump Strauss Hauer & Feld LLP One Bryant Park Bank of America Tower New York, NY 10036-6745 US Philip C. Dublin (pdublin@akingump.com) Zachary Wittenberg (zwittenberg@akingump.com) Naomi Moss (nmoss@akingump.com)	Otterbourg P.C. 230 Park Avenue New York, NY 10169 Daniel F. Fiorillo (dfiorillo@otterbourg.com) Chad B. Simon (csimon@otterbourg.com)
Counsel to the Committee	**Office of the United States Trustee (Region 3)**
Morrison & Foerster LLP 250 West 55th Street New York, New York 10019 Lorenzo Marinuzzi (lmarinuzzi@mofo.com) Doug Mannal (dmannal@mofo.com) Theresa A. Foudy (tfoudy@mofo.com) Benjamin Butterfield (bbutterfield@mofo.com) Raff Ferraioli (rferraioli@mofo.com) Darren Smolarski (dsmolarski@mofo.com) Saul Ewing LLP 1201 North Market Street, Suite 2300 P.O. Box 1266 Wilmington, DE 19899 Lucian B. Murley (luke.murley@saul.com)	The Office of the United States Trustee 844 King Street, Suite 2207, Lockbox 35 Wilmington, Delaware 19801 Richard L. Shepacarter (richard.schepacarter@usdoj.gov)

34. If any party fails to timely file with the Court and serve a Sale Objection by the Sale Objection Deadline or otherwise abide by the procedures set forth in the Bidding Procedures regarding an objection to the Sale Transaction, such party shall be barred from asserting, at the Sale Hearing or otherwise, any objection to the relief requested in the Motion or to the consummation and performance of the Sale Transaction, including the transfer of the applicable Asset(s) to the applicable Winning Bidder(s) free and clear of all liens, claims, interests, and

encumbrances pursuant to section 363(f) of the Bankruptcy Code, and shall be deemed to "consent" to the Sale Transaction for purposes of section 363(f) of the Bankruptcy Code.

35. The Court will hold a hearing to consider approval of the Sale Transaction(s) on **January 16, 2025 at 2:00 p.m. (prevailing Eastern Time)** (the "Sale Hearing"). The Sale Hearing may be adjourned by announcement in open court or on the Court's calendar without any further notice required.

E. Credit Bidding

36. Subject to the terms of the DIP Order, including those regarding Challenges, and section 363(k) of the Bankruptcy Code, persons or entities holding a perfected security interest in the Assets, may seek to submit a credit bid on such Assets, to the extent permitted by applicable law, any other Bankruptcy Court orders and the documentation governing the Debtors' secured debt (including any amounts required to be paid pursuant to any intercreditor agreements) (each such bid, a "Credit Bid"); *provided*, that, for the avoidance of doubt, nothing in this paragraph or in the Bidding Procedures shall impact any rights of the DIP Secured Parties or Prepetition Secured Parties (each as defined in the DIP Order).

F. Notice of Sale Transactions

37. The Sale Notice, substantially in the form attached to this Order as **Exhibit 2**, is approved with respect to any Auction which may be held under the Bidding Procedures. Within three (3) business days of the entry of this Order, the Debtors shall cause the Sale Notice, the Motion, this Order, and all of this Order's exhibits and schedules to be served upon parties in interest and posted on the Debtors' restructuring webpage at https://www.donlinrecano.com/atd/ (the "Case Webpage").

38. Within three (3) business days after entry of this Order or as soon as reasonably practicable thereafter, the Debtors shall place a publication version of the Sale Notice for one day in *The New York Times* (national edition) and *The Charlotte Observer*, and post it onto the Case Webpage. Such notice shall be deemed sufficient and proper notice of the Bidding Procedures, the Sale Transactions, and any Auction with respect to known interested parties and no other or further notice shall be required.

39. On **January 13, 2025, at 11:59 p.m. (prevailing Eastern Time)**, or as soon as reasonably practicable thereafter and in accordance with the Bidding Procedures, the Debtors will file on the docket the Notice of Winning Bidder substantially in the form attached to this Order as **Exhibit 3**.

G. Assumption and Assignment Procedures.

40. The Assumption/Assignment Procedures below are hereby approved in all respects and shall be the procedures by which the Debtors will notify any counterparties (the "Contract Counterparties") to executory contracts and unexpired leases with the Debtors (the "Contracts") of proposed cure amounts in the event the Debtors determine to assume and assign such Contracts in connection with the Sale Transactions. Within two (2) days of any Auction, for any Sale Transaction, to the extent the Debtors seek to assume and assign an executory contract and/or unexpired lease, the Debtors will provide via first class mail and/or email (to the extent email is reasonably known) information of all proposed forms of adequate assurance of future performance they have received from the Lender Credit Bidder or the Alternative Stalking Horse Bidder, if applicable, or each Winning Bidder and Back-up Bidder, as applicable, to Contract Counterparties and their counsel, if known. Requests by contract or lease counterparties to receive adequate

assurance information via e-mail may be made to Debtors' counsel at: anup.sathy@kirkland.com, chad.husnick@kirkland.com, dave.gremling@kirkland.com, and melissa.mertz@kirkland.com.

41. Nothing in this Order shall be deemed to limit the Debtors' or the Winning Bidder's ability to negotiate assumption and/or assumption and assignment of Contracts with Contract Counterparties on a consensual basis.

a. **Cure Notice**. No later than fourteen (14) days prior to the Cure Objection Deadline, the Debtors shall file with the Court and serve via first class mail, electronic mail, or overnight delivery, the Cure Notices, attached hereto as **Exhibit 5**, on the Contract Counterparties, and post the Cure Notice to the Case Website.

b. **Content of Cure Notice**. The Cure Notice shall notify the applicable Contract Counterparties that the Contracts may be subject to assumption and assignment in connection with the Sale, and contain the following information: (i) a list of the applicable Contracts that may be assumed or assumed and assigned in connection with the Sale (the "Assigned Contracts," and each individually, an "Assigned Contract"); (ii) the applicable Contract Counterparties; (iii) the Debtors' good faith estimates of the proposed amount necessary to cure all monetary defaults, if any, under each Assigned Contract as of the date of the Cure Notice or Supplemental Cure Notice, as applicable (the "Cure Costs"); and (iv) the deadline by which any Contract Counterparty to an Assigned Contract must file an objection to the proposed assumption, assignment, cure as of the date of the Cure Notice or Supplemental Cure Notice, as applicable, and/or adequate assurance and the procedures relating thereto (the "Cure Objection"); *provided* that service of a Cure Notice does not constitute an admission that such Assigned Contract is an executory contract or unexpired lease or that such Assigned Contract will be assumed at any point by the Debtors or assumed and assigned pursuant to any Winning Bid.

c. **Cure Objections**. Cure Objections, if any, to a Cure Notice must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, the Local Rules, and any order governing the administration of these chapter 11 cases; (iii) state with specificity the nature of the objection and, if the Cure Objection pertains to the proposed Cure Costs, state the cure amount alleged to be owed to the objecting Contract Counterparty, together with any applicable and appropriate documentation in support thereof; and (iv) file with the Court on or before the Cure Objection Deadline; *provided* that the Debtors may modify the Cure Objection Deadline in consultation with the Committee by filing a notice of such modification on the Court's docket.

d. **Effects of Filing a Cure Objection**. A properly filed Cure Objection will reserve such objecting party's rights against the Debtors only with respect to the assumption and assignment of the Assigned Contract at issue, and/or objection to

the accompanying Cure Costs as of the filing of the Cure Notice or Supplemental Cure Notice, as applicable, as set forth in the Cure Objection, but will not constitute an objection to the remaining relief requested in the Sale Order.

e. **Dispute Resolution**. Any Cure Objection to the assumption or assumption and assignment of an Assigned Contract or Cure Costs that remains unresolved after the Sale Hearings shall be heard at such later date as may be agreed upon by the parties or fixed by the Court. To the extent that any Cure Objection cannot be resolved by the parties, such Contract shall be assumed and assigned only upon satisfactory resolution of the Cure Objection, to be determined in the Winning Bidder's reasonable discretion. To the extent a Cure Objection remains unresolved, the Contract may be conditionally assumed and assigned, subject to the consent of the Winning Bidder, pending a resolution of the Cure Objection after notice and a hearing. If a Cure Objection is not satisfactorily resolved, the Winning Bidder may determine that such Contract should not be assumed and assigned, in which case the Winning Bidder(s) will not be responsible for any Cure Costs in respect of such contract. Notwithstanding the foregoing, if a Cure Objection relates solely to the Cure Costs (any such objection, a "Cure Dispute"), the applicable Assigned Contract may be assumed by the Debtors and assigned to the Winning Bidder provided that the cure amount the Contract Counterparty asserts is required to be paid under section 365(b)(1)(A) and (B) of the Bankruptcy Code (or such lower amount as agreed to by the Contract Counterparty) is deposited in a segregated account by the Debtors pending the Court's adjudication of the Cure Dispute or the parties' consensual resolution of the Cure Dispute.

f. **Supplemental Cure Notice**. If the Debtors discover Contracts inadvertently omitted from the Cure Notice or a Winning Bidder identifies other Contracts that it desires to assume or assume and assign in connection with the sale, the Debtors may, after consultation with such Winning Bidder, at any time before the closing of the sale, supplement the Cure Notice with previously omitted Contracts, or modify a previously filed Cure Notice, including by modifying the previously stated Cure Costs associated with any Contracts (the "Supplemental Cure Notice").

g. **Objection to the Supplemental Cure Notice**. Any Contract Counterparty listed on the Supplemental Cure Notice may file an objection (a "Supplemental Cure Objection") only if such objection is to the proposed assumption or assumption and assignment of the applicable Contracts or the proposed Cure Costs, if any, modified by the Supplemental Cure Notice. All Supplemental Cure Objections must: (i) state, with specificity, the legal and factual basis for the objection as well as what Cure Costs are required, if any; (ii) include appropriate documentation in support thereof; and (iii) be filed no later than 5:00 p.m. (Eastern Time) on the date that is twenty-one days following the date of service of such Supplemental Cure Notice, which date will be set forth in the Supplemental Cure Notice.

h. **Dispute Resolution of Supplemental Cure Objection**. If a Contract Counterparty files a Supplemental Cure Objection in a manner that is consistent with the requirements set forth above, and the parties are unable to consensually resolve the

dispute, the Debtors shall seek a hearing before the Court to determine the Cure Costs, if any, and approve the assumption of the relevant Contracts. If there is no such objection, then the Debtors shall obtain an order of this Court fixing the Cure Costs and approving the assumption of any Contract listed on a Supplemental Cure Notice. Notwithstanding the foregoing, if a Supplemental Cure Objection relates solely to a Cure Dispute, the applicable Assigned Contract may be assumed by the Debtors and assigned to the Winning Bidder provided that the cure amount the Contract Counterparty asserts is required to be paid under section 365(b)(1)(A) and (B) of the Bankruptcy Code (or such lower amount as agreed to by the Contract Counterparty) is deposited in a segregated account by the Debtors pending the Court's adjudication of the Cure Dispute or the parties' consensual resolution of the Cure Dispute.

H. Miscellaneous.

42. All persons and entities that participate in the applicable Auction (if any) or bidding for any Assets during the sale process under the Bidding Procedures shall be deemed to have knowingly and voluntarily (i) consented to the core jurisdiction of the Court to enter any order related to the Bidding Procedures, such Auction, or any other relief requested in the Motion or granted in this Order, and (ii) waived any right to a jury trial in connection with any disputes relating to the Bidding Procedures, such Auction, or any other relief requested in the Motion or granted in this Order.

43. To the extent the dates and deadlines herein are modified pursuant to this Order or the Bidding Procedures, and such modification is inconsistent with the requirements of Local Rule 9006-1, such requirements shall be deemed satisfied.

44. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

45. To the extent any provisions of this Order are inconsistent with the Motion, the Bidding Procedures, the Sale Notice, the Notice of Winning Bidder, the Alternative Stalking Horse Notice, or the Cure Notice, the terms of this Order shall control.

46. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief (including any payment made in accordance with this Order), nothing in this Order is intended as or shall be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. Any payment made pursuant to this Order is not intended and should not be construed as an admission as to the

validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

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

48. The Debtors and Cigna Health and Life Insurance Company ("Cigna") are parties to an Administrative Services Only Agreement ("ASO Agreement") that facilitates the Debtors' self-funded employee healthcare benefits, and three (3) insurance policies that provide accident, critical illness, and hospital indemnity benefits to the Debtors' employees (collectively, with the ASO Agreement, the "Cigna Employee Benefits Agreements"). Notwithstanding anything in this Order to the contrary, for any Sale Transaction, unless Cigna and the Debtors agree otherwise, the Debtors shall provide to Cigna, through its counsel, no later than (a) in the event there is no Auction, not later than noon, two (2) business days prior to the Sale Hearing, or (b) in the event the Auction goes forward, not later than noon, one (1) business day prior to the Sale Hearing, written notice (email sufficient) of Debtors' irrevocable (subject to closing of the applicable Sale Transaction) decision as to whether or not the Debtors propose to assume and assign the Cigna Employee Benefits Agreements to the applicable Winning Bidder(s) as part of the applicable proposed Sale Transaction.

49. Notwithstanding anything to the contrary herein, the Texas Taxing Authorities'[4] right to object to any potential sale of the Debtors' assets pursuant to the Bidding Procedures is hereby expressly reserved without prejudice notwithstanding entry of this Order.

[4] "Texas Taxing Authorities" is defined as the ad valorem tax entities, including but not limited to Eagle Mountain-Saginaw ISD, Carrollton-Farmers Branch ISD, Randall County Tax Office, City of Houston, Fort Bend ISD, Lubbock CAD, Denton County, Bexar County, Dallas County, City of El Paso, Fort Bend County, Hidalgo County, Jefferson County, Lone Star College System, City of McAllen, Northwest ISD, Nueces County, City of

50. Notwithstanding anything to the contrary in the Bankruptcy Code, Bankruptcy Rules, or Local Rules, including Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

51. The Debtors are authorized to make non-substantive changes to the Bidding Procedures, the Assumption and Assignment Procedures, and any related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors.

52. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

53. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: November 26th, 2024
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

Roanoke, Tarrant County and Tom Green CAD Texas Taxing Authorities, each as represented by the law firms of Perdue Brandon Fielder Collins & Mott, LLP, Linebarger Goggan Blair and Sampson, LLP, or McCreary Veselka Bragg & Allen P.C., as applicable.

Exhibit 1

Bidding Procedures

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
AMERICAN TIRE DISTRIBUTORS, INC., *et al.*,[1]	)	Case No. 24-12391 (CTG)
Debtors.	)	(Jointly Administered)

BIDDING PROCEDURES

On October 22, 2024 (the "Petition Date"), American Tire Distributors, Inc. and the other above-captioned debtors and debtors in possession (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Court").

On October 22, 2024, the Debtors entered into that certain Restructuring Support Agreement (the "Restructuring Support Agreement") with the members of the Ad Hoc Group. Among other things, the Restructuring Support Agreement contemplates that the Debtors and the Ad Hoc Group will negotiate in good faith regarding the terms of a credit bid with respect to all or substantially all of the Debtors' assets by the Consenting Lenders (as defined in the Restructuring Support Agreement) through a newly created entity (the "Lender Credit Bidder") for all or substantially all of the Debtors' assets.

Thereafter, on [●], the Court entered the *Order (I) Approving Bid Procedures for the Sale of the Debtors' Assets, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Authorizing the Debtors to Select and Alternative Stalking Horse Bid and Provide Alternative Bid Protections, (V) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (VI) Authorizing the Assumption and Assignment of Contracts and Leases, (VII) Approving the Sale of Assets, and (VIII) Granting Related Relief* [Docket No. [●]] (the "Bidding Procedures Order"), by which the Court approved the bidding procedures set forth herein (these "Bidding Procedures").[2]

[1] The Debtors in these chapter 11 cases, along with the last four digits of the Debtors' federal tax identification numbers, are American Tire Distributors, Inc. (4594); ATD New Holdings II, Inc. (4985); ATD New Holdings III, Inc. (0977); ATD New Holdings, Inc. (3406); ATD Sourcing Solutions, LLC (5225); ATD Technology Solutions Inc. (N/A); FLX FWD Logistics, LLC (3334); Hercules Tire International Inc. (N/A); Terry's Tire Town Holdings, LLC (7409); The Hercules Tire & Rubber Company (3365); Tire Pros Francorp, LLC (1813); Tirebuyer.com, LLC (9093); and Torqata Data and Analytics LLC (4992). The location of Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is 12200 Herbert Wayne Court, Huntersville, NC 28078.

[2] Unless otherwise specified herein, capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Bidding Procedures Order or its respective motion filed at [Docket No. 109] (the "Motion") or the *Declaration of Ronald J. Bienias, Chief Restructuring Officer of American Tire Distributors, Inc., in*

These Bidding Procedures set forth the process by which the Debtors are authorized to conduct a marketing and sale process (including pursuant to an Auction (if any)) for the sale or sales of some,[3] all, or substantially all of the Debtors' assets (collectively, the "Assets" and the sale or sales thereof, the "Sale Transactions").

1. KEY DATES AND DEADLINES

The key dates for the sale process are set forth below. The Debtors, after consultation with the Consultation Parties and subject to the terms of the DIP Financing Order and the Restructuring Support Agreement, may extend any of the deadlines, or delay any of the applicable dates, in these Bidding Procedures.

Date and Time (all times in prevailing Eastern Time)	**Event or Deadline**
November 25, 2024 at 5:00 p.m.	The deadline for submission of a non-binding Indication of Interest
November 26, 2024 at 3:00 p.m.	Bid Procedures Hearing
Three (3) business days after the entry of the Bid Procedures Order	The deadline for the Debtors to serve and publish the Sale Notice
December 11, 2024	Serve Cure Notice
December 26, 2024, at 5:00 p.m.	Cure Notice Objection Deadline
December 27, 2024	Deadline to File and Serve Stalking Horse Objections (if applicable)
January 10, 2025, at 11:59 p.m.	Bid Deadline
January 12, 2025, at 5:00 p.m.	Deadline to File Auction Notice/Designate Qualified Bids
January 13, 2025, at 10:00 a.m.	Auction (if necessary)

Support of the Debtors' Chapter 11 Petitions and First Day Motions [Docket No. 15] (the "First Day Declaration").

[3] As set forth herein, bids for some, but less than a material portion, of the Debtors' Assets shall constitute Qualified Bids only if when considered collectively, such bids are for all or substantially all of the Debtors' Assets and meet the Minimum Bid requirements set forth herein (the "Partial Bid Requirements") and provide for an ABL Payoff, or the Debtors, with the consent of the Consultation Parties and the Lender Credit Bidder, waive the Partial Bid Requirements; *provided that* in the event the Stalking Horse Agreement is not executed or is subsequently terminated, the Partial Bid Requirements shall not apply.

Date and Time (all times in prevailing Eastern Time)	**Event or Deadline**
January 13, 2025, at 11:59 p.m.	Notice of Winning Bidder
January 14, 2025, at 5:00 p.m.	Sale Objection Deadline
January 16, 2025 at 2:00 p.m.	Sale Hearing

2. SUBMISSIONS TO THE DEBTORS; CONSULTATION PARTIES

All submissions to the Debtors required or permitted to be made under these Bidding Procedures must be directed to each of the following persons or entities unless otherwise provided:

2.1 Debtors: American Tire Distributors, Inc., Attn.: Robert Toms, Deputy General Counsel (RToms@atd.com).

2.2 Debtors' Proposed Counsel: (i) Kirkland & Ellis LLP, Attn.: Anup Sathy, P.C. (anup.sathy@kirkland.com), Chad J. Husnick, P.C. (chad.husnick@kirkland.com), David R. Gremling (dave.gremling@kirkland.com), and Melissa Mertz (melissa.mertz@kirkland.com); (ii) Troutman Pepper Hamilton Sanders LLP, Attn: Chad Warpula (chad.warpula@troutman.com); and (iii) Pachulski Stang Ziehl & Jones LLP, Attn: Laura Davis Jones (ljones@pszjlaw.com), Timothy P. Cairns (tcairns@pszjlaw.com), Edward A. Corma (ecorma@pszjlaw.com).

2.3 Debtors' Proposed Investment Banker: Moelis & Company, LLC, Attn.: Adam Keil (adam.keil@moelis.com), Rachel Murray (rachel.murray@moelis.com), Jamison Heor (jamison.heor@moelis.com), and Tarik Rguem (tarik.rguem@moelis.com).

2.4 Creditors' Committee's Proposed Counsel: (i) Morrison & Foerster LLP, Attn.: Lorenzo Marinuzzi (lmarinuzzi@mofo.com), Doug Mannal (dmannal@mofo.com), Benjamin Butterfield (bbutterfield@mofo.com), Raff Ferraioli (rferraioli@mofo.com), Darren Smolarski (dsmolarski@mofo.com); and (ii) Saul Ewing LLP, Attn: Lucian B. Murley (luke.murley@saul.com), Turner N. Falk (turner.falk@saul.com), and Nicholas Smargiassi (nicholas.smargiassi@saul.com).

2.5 Ad Hoc Group: (i) Akin Gump Strauss Hauer & Feld LLP, Attn.: Philip C. Dublin (pdublin@akingump.com), Zachary Wittenberg (zwittenberg@akingump.com), and Naomi Moss (nmoss@akingump.com), but only if the Proposed Stalking Horse Agreement is not in full force and effect at the applicable time or the Bid materials submitted contemplate holders of the DIP Term Loans and/or Term Loans receiving non-cash consideration in connection with such Bid.

2.6 ABL Agents: Otterbourg P.C., Attn: Daniel F. Fiorillo (dfiorillo@otterbourg.com), Chad B. Simon (csimon@otterbourg.com) and James Drew (jdrew@otterbourg.com).

The "Consultation Parties" are the (A) Ad Hoc Group, (B) ABL Agents, and (C) Creditors' Committee; *provided* that to the extent that any Consultation Party, including any member of the Creditors' Committee or the Ad Hoc Group (including via any entity created or acting on behalf of the Ad Hoc Group, including but not limited to the Lender Credit Bidder), submits a bid, including the Stalking Horse Bid or an alternative credit bid or otherwise, for any Assets in connection with these Bidding Procedures, or is a participant in any active or prospective Bid with respect to any Asset(s), such applicable Consultation Party shall immediately no longer be a Consultation Party unless and until such party unequivocally revokes its Bid and waives its right to continue in the bidding process. Materials and information provided by the Debtors or their advisors to the advisors to any Consultation Party may be shared with such Consultation Party, subject in all respects to these Bidding Procedures, the Bidding Procedures Order, and the respective confidentiality agreement entered into by and among or otherwise agreed to between each such Consultation Party and the Debtors.

The Debtors shall consult with the Consultation Parties regarding the sale process for the Assets and the Sale Transactions, scheduling and operation of any Auction, selection of a winning bid, as well as any modifications of these Bidding Procedures. The Debtors shall also provide to the Consultation Parties and their advisors regular reports concerning the sale process, including parties contacted, proposals received, and any due diligence requested by potential purchasers. The reports shall be provided no less frequently than on a weekly basis unless otherwise agreed by the Consultation Parties in writing (which may be by email).

3. POTENTIAL BIDDERS & ACCEPTABLE BIDDERS

To participate in the bidding process or otherwise be considered for any purpose under these Bidding Procedures, a person or entity interested in consummating a Sale Transaction (other than the Lender Credit Bidder whether or not the Stalking Horse Agreement is executed) (a "Potential Bidder") must deliver or have previously delivered to the Debtors and their advisors the following documents and information (the "Preliminary Bid Information") (unless the Debtors, in their reasonable business judgment, choose to waive any of the requirements set forth in this Section 3 for any Potential Bidder):

3.1 an executed confidentiality agreement on terms acceptable to the Debtors (a "Confidentiality Agreement"); and

3.2 any other information or documentation that the Debtors reasonably request.

Within three (3) business days after a Potential Bidder delivers Preliminary Bid Information, the Debtors shall provide copies of any such Preliminary Bid Information to the Consultation Parties. Promptly after the Debtors' receipt of Preliminary Bid Information, but in any event not later than five (5) business days thereafter, the Debtors will determine and notify each Potential Bidder as to whether such Potential Bidder has submitted acceptable Preliminary Bid Information so that such Potential Bidder may proceed to conduct due diligence and submit a

Bid (such Potential Bidder, an "Acceptable Bidder").[4] The Debtors shall promptly inform the Consultation Parties of any entity that becomes an Acceptable Bidder.

4. DUE DILIGENCE

The Debtors, with their advisors, have established an electronic data room (the "Data Room") that provides standard and customary diligence materials, including information to allow Acceptable Bidders to submit a Qualified Bid (as defined below).

Only Acceptable Bidders shall be eligible to receive due diligence information and access to the Data Room and to additional non-public information regarding the Debtors. Subject to the other terms herein, the Debtors may provide to each Acceptable Bidder due diligence information, as reasonably requested by such Acceptable Bidder in writing, as soon as reasonably practicable after such request. For all Acceptable Bidders other than the Lender Credit Bidder, the due diligence period will end on the Bid Deadline. The Debtors may, in their reasonable business judgment and after consultation with the Consultation Parties, but shall have no obligation to, furnish any additional due diligence information to any person following execution of a Stalking Horse Agreement or the Bid Deadline, as applicable.

The Debtors shall not furnish any confidential information relating to the Assets, liabilities of the Debtors, or the Sale Transactions to any person except to an Acceptable Bidder or to such Acceptable Bidder's duly authorized representatives subject to the applicable Confidentiality Agreement. The Debtors and their advisors shall coordinate all reasonable requests from Acceptable Bidders for additional information and due diligence access; *provided* that the Debtors may decline to provide such information to Acceptable Bidders who, at such time and in the Debtors' reasonable business judgment and after consultation with the Consultation Parties, have not established, or who have raised doubt, that such Acceptable Bidder intends in good faith to, or has the capacity to, consummate a Sale Transaction.

Neither the Debtors nor any of their representatives shall be obligated to furnish any information of any kind whatsoever relating to the Assets (a) to any person or entity who is not an Acceptable Bidder or (b) if and to the extent doing so would (1) violate any law to which the Debtors are subject, including any privacy law, (2) result in the disclosure of any trade secrets of third parties in breach of any contract with such third party, (3) violate any legally-binding obligation of any Debtor with respect to confidentiality, non-disclosure or privacy or (4) jeopardize protections afforded to any Debtor under the attorney-client privilege or the attorney work product doctrine (*provided* that the Debtors shall use commercially reasonable efforts to (x) provide such access as can be provided (or otherwise convey such information regarding the applicable matter as can be conveyed) without violating such privilege, doctrine, contract, obligation or law and (y) provide such information in a manner without violating such privilege, doctrine, contract, obligation, or law).

[4] For the avoidance of doubt, the Lender Credit Bidder constitutes an Acceptable Bidder and the Stalking Horse Bid, if applicable, shall be a Qualified Bid for all purposes related to the Bidding Procedures so long as it provides for an ABL Payoff.

The Debtors, in consultation with the Consultation Parties, also reserve the right to withhold any diligence materials that the Debtors determine are sensitive or otherwise not appropriate for disclosure, including to an Acceptable Bidder whom the Debtors determine in each case, in consultation with the Consultation Parties is a competitor of the Debtors, a potential competitor of the Debtors, or is affiliated with any competitor of the Debtors. Neither the Debtors nor their representatives shall be obligated to furnish information of any kind whatsoever to any person that is not determined to be an Acceptable Bidder.

The Potential Bidder shall return or destroy any non-public information the Debtors or their advisors provided to the Potential Bidder in accordance with the terms of any confidentiality agreement executed by the Debtors and the Potential Bidder.

All due diligence requests directed to the Debtors must be directed to: Moelis & Company, LLC, Attn.: Adam Keil (adam.keil@moelis.com), Rachel Murray (rachel.murray@moelis.com), Jamison Heor (jamison.heor@moelis.com), and Tarik Rguem (tarik.rguem@moelis.com).

5. DUE DILIGENCE FROM POTENTIAL BIDDERS

Each Potential Bidder or Acceptable Bidder shall comply with all reasonable requests with respect to information and due diligence access by the Debtors or their advisors regarding such Potential Bidder or Acceptable Bidder, as applicable, and its contemplated Sale Transaction. Failure by a Potential Bidder or Acceptable Bidder to comply with reasonable requests for additional information and due diligence access will be a basis for the Debtors to determine, after consultation with the Consultation Parties, that the Potential Bidder or Acceptable Bidder, as applicable, is not a Qualified Bidder. Failure by a Qualified Bidder to comply with such requests for additional information and due diligence access will be a basis for the Debtors, after consultation with the Consultation Parties, to determine that a bid made by a Qualified Bidder is not a Qualified Bid.

6. INDICATION OF INTEREST DEADLINE

In order to be eligible to submit a Bid, an Acceptable Bidder must first submit a non-binding indication of interest (an "Indication of Interest") on or before **November 25, 2024, at 5:00 p.m.**, (prevailing Eastern Time) (the "IOI Deadline") to (i) Kirkland & Ellis LLP, Attn.: Anup Sathy, P.C. (anup.sathy@kirkland.com), Chad J. Husnick, P.C. (chad.husnick@kirkland.com), David R. Gremling (dave.gremling@kirkland.com), and Melissa Mertz (melissa.mertz@kirkland.com); and (ii) Moelis & Company LLC, Attn.: Adam Keil (adam.keil@moelis.com), Rachel Murray (rachel.murray@moelis.com), Jamison Heor (jamison.heor@moelis.com), and Tarik Rguem (tarik.rguem@moelis.com); *provided*, that, in consultation with the Consultation Parties, the Debtors may extend the IOI Deadline or waive the requirement of an Indication of Interest for one or more Acceptable Bidders upon request, without further order of the Court. If the Debtors extend the IOI Deadline as to all parties, the Debtors will promptly notify all Acceptable Bidders and file a notice of such extension on the Court's docket. The Debtors will then notify each Acceptable Bidder whether its Indication of Interest satisfies the requirements set forth in the Motion and that such bidder is qualified to submit a Bid that reflects such Indication of Interest.

7. BID REQUIREMENTS

Any proposal, solicitation, or offer to consummate a Sale Transaction (each, a "Bid") must be submitted in writing in accordance with Section 9 and must satisfy the following requirements (collectively, the "Bid Requirements"):

7.1 **Proposed Sale Transaction**. Each Bid must clearly propose a Sale Transaction as to some or substantially all of the Assets. Each Bid must specify (a) which Assets – with as much specificity as is possible – are to be included in the proposed Sale Transaction (the "Acquired Assets"), (b) to the extent such Bid is for substantially all of the Assets, which Assets, if any, are to be excluded from the proposed Sale Transaction (the "Excluded Assets"), (c) the liabilities and obligations, including any debt and cure costs to be assumed (the "Assumed Liabilities"), and (d) as applicable, whether the Acceptable Bidder intends to operate the Debtors' business as a going concern, or to liquidate the business.

7.2 **Purchase Price**. Each Bid must (a) clearly specify the purchase price to be paid, assuming a purchase of the applicable Assets and assumption of the Assumed Liabilities (the "Purchase Price"); (b) identify separately any cash and non-cash components of the Purchase Price in US dollars; (c) if for less than all or substantially all of the Assets indicate the allocation of the Purchase Price among the applicable Assets; and (d) in the case of a Bid for all or substantially all of the Assets, *provided*, that a Winning Bid comprised of multiple Partial Bids may satisfy this section (d) when such Partial Bids are taken together, provide for all DIP ABL Obligations and all Prepetition ABL Obligations (if any) (each as defined in the DIP Order) to be indefeasibly Paid in Full (as defined in the DIP Order) in cash upon the closing of the Sale Transaction on terms and conditions acceptable to the DIP ABL Agent and the Prepetition ABL Agent (each as defined in the DIP Order) (the "ABL Agents"), as applicable, which, for the avoidance of doubt, may be accomplished through an agreed refinancing transaction of the DIP ABL Obligations and all Prepetition ABL Obligations that results in such obligations being Paid in Full or on terms and conditions acceptable to the ABL Agents (an "ABL Payoff"); *provided* that the proposed Purchase Price satisfies the Minimum Bid requirements set forth herein.

7.3 **Deposit**. Each Bid (other than the Stalking Horse Bid or any alternative credit bid submitted by the Lender Credit Bidder) must be accompanied by a cash deposit equal to ten percent (10%) of the cash portion of the applicable aggregate Purchase Price (the "Deposit"), to be held in one or more escrow accounts on terms acceptable to the Debtors and the Consultation Parties; *provided*, *however*, that the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, may elect to waive or modify the requirement of a Deposit on a case-by-case basis. For the avoidance of doubt, to the extent the Purchase Price of a Bid is increased, the amount of the Deposit shall automatically increase accordingly (to be equal to 10% of any increased Purchased Price) and the corresponding Potential Bidder will pay into escrow the amount of such increase, as promptly as practicable, and in any event within one business day, following

such increase. Without limiting the foregoing, if a Purchase Price is increased in order to make a bid into a Qualified Bid, the Debtors may condition participation of the applicable Potential Bidder at such Auction on such Potential Bidder paying the then full amount of the Deposit into escrow prior to commencement of such Auction or such participation.

7.4 **Minimum Bid**. If at least two Qualified Bids (including, if applicable, the Stalking Horse Bid) are received by the Bid Deadline with regard to the Assets, the Debtors will conduct an Auction with respect to such Assets and shall determine, in their reasonable discretion (after consultation with Consultation Parties), which Qualified Bid is the highest or otherwise best Qualified Bid for purposes of constituting the opening bid at such Auction (the "Minimum Bid"). The Minimum Bid must have a value to the Debtors' estates, as determined by the Debtors in their reasonable business judgment, that is greater than or equal to the value of the Stalking Horse Bid, taking into account: (a) the sum of the Purchase Price under the Stalking Horse Agreement, plus an amount equal to 2% of the amount of such Purchase Price; (b) the aggregate amount of secured claims credit bid; (c) the cash consideration, if any; (d) assumption of liabilities; (e) the assumption of litigation liabilities, including currently outstanding litigation liabilities, contingent future litigation liabilities, and the operational savings to the Debtors' estates on account of the buyer's assumption of such litigation; and (f) any other non-cash consideration contemplated by the Stalking Horse Bid. For the avoidance of doubt, if the Debtors receive one or more Bids that do not each independently constitute a "Minimum Bid" with respect to distinct Assets, but otherwise meet all requirements set forth herein for a "Qualified Bid," then the Debtors, after consultation with the Consultation Parties, may aggregate two or more such Qualified Bids and treat them as a single Qualified Bid for purposes of constituting the Minimum Bid.

7.5 **Transaction Documents**. Each Bid must be accompanied by an executed form of purchase agreement, which the Debtors shall make available to Acceptable Bidders via the Debtors' electronic data room pursuant to the due diligence process, with respect to the proposed Sale Transaction, including the exhibits, schedules, and ancillary agreements related thereto and any other related material documents integral to such Bid, including written evidence of all corporate, legal or other authorizations required to consummate the Sale Transaction. In addition, the executed purchase agreement accompanying such Potential Bidder's Bid must be further accompanied by a redline copy marked to reflect any amendments or modifications to the form purchase agreement provided by the Debtors, which will be the Stalking Horse Agreement (if applicable).

7.6 **Back-Up Bidder Commitment**. Each Bid must include a written commitment by the applicable Potential Bidder to serve as a Back-Up Bidder (as defined below) in the event that such Potential Bidder's Bid is not selected as the Winning Bid.

7.7 **Proof of Financial Ability to Perform**. To the extent that a Bid is not accompanied by evidence of the Potential Bidder's capacity to consummate the Sale Transaction set forth in its Bid with cash on hand, each Bid must include

unconditional committed financing from a reputable financing institution, documented to the satisfaction of the Debtors in consultation with the Consultation Parties, that demonstrates that the Potential Bidder has: (i) received sufficient debt and/or equity funding commitments to satisfy the Potential Bidder's Purchase Price and other obligations under its Bid; and (ii) adequate working capital financing or resources to finance going concern operations for the applicable Assets and the proposed Sale Transaction. Such funding commitments or other financing must be unconditional and must not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals, and shall have covenants and conditions reasonably acceptable to the Debtors, in consultation with the Consultation Parties.

7.8 **Contingencies; No Financing or Diligence Outs**. No Bid shall be conditioned on the obtaining or the sufficiency of financing or any internal approval, or on the outcome or review of due diligence. A bid must disclose any governmental, licensing, regulatory, or third-party approvals or filings identified by the Potential Bidder (including any antitrust approval related to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended) other than as set forth in the contemplated transaction documents that may impact the evaluation of such Bid. For the avoidance of doubt, Bids submitted that contemplate holders of the DIP Term Loans and/or Term Loans receiving non-cash[5] consideration in connection with such Bid shall not be deemed by such condition alone to contain a financing contingency; *provided*, that if such Bid does not provide for payment in full in cash of the applicable DIP Term Loans and/or Term Loans and if holders of at least 60% in principal amount of New Money DIP Loans, 50% in principal amount of the 2024 FILO Roll-Up Loans, 50% in principal amount of Roll-Up Term Loans and/or 50% in principal amount of Term Loans, as applicable, oppose the designation of such Bid as a Qualified Bid based on the non-cash consideration going to such holders, such Bid shall not meet the Minimum Bid requirements.

7.9 **Identity**. Each Bid must fully disclose the identity of each entity that will be bidding or otherwise participating in connection with such Bid—including each equity holder or other financial backer of the Potential Bidder if such Potential Bidder is an entity formed for the purpose of consummating the proposed Sale Transaction contemplated by such Bid—and the complete terms of any such participation. Each Bid must also fully disclose whether any current or former officer, director, or equity holder of the Debtors, or any entity affiliated with any current or former officer, director, or equity holder of the Debtors, will be bidding or otherwise participating in connection with such Bid, including any employment or compensation arrangements being negotiated or agreed to between the Qualified Bidder and any employee of the Debtors. Under no circumstances shall any undisclosed insiders, principals, equity holders, or financial backers of the Debtors

[5] The Debtors reserve the right to value any non-cash consideration in consultation with the Consultation Parties. For the avoidance of doubt, the Debtors believe that cash bids will create the least implementation risk and prefer consideration in the form of cash payment.

be associated with any Bid. Each Bid should also include contact information for the specific person(s) and counsel whom the Debtors (and their advisors) should contact regarding such Bid.

7.10 **Authorization**. Each Bid must contain evidence acceptable to the Debtors that the Potential Bidder has obtained authorization or approval from its board of directors (or a comparable governing body) with respect to the submission of its Bid and the consummation of the Sale Transaction contemplated by such Bid.

7.11 **Contracts and Leases**. Prior to the Bid Deadline, each Bid must identify each and every executory contract and unexpired lease to be assumed and assigned in connection with the proposed Sale Transaction (collectively, the "Assigned Contracts"). Each Bid must be accompanied by evidence of the applicable Bidder's ability to comply with section 365 of the Bankruptcy Code (to the extent applicable), including providing adequate assurance of future performance under all Assigned Contracts, which shall include audited and unaudited financial statements, tax returns, bank account statements, and a description of the business to be conducted at the premises, and such other documentation as the Debtors may request (the "Adequate Assurance Package"). The Adequate Assurance Package should be submitted in its own compiled PDF document.

7.12 **Non-Reliance**. Each Bid must include a written acknowledgement and representation that: (a) the Potential Bidder has had an opportunity to conduct due diligence regarding the Sale Transaction prior to making its offer; (b) the Potential Bidder has relied solely upon its own independent review, investigation, or inspection of any documents in making its Bid; (c) except as may be set forth in Definitive Sale Documents (as defined below) concerning such Bid, the Potential Bidder understands that any Sale Transaction shall be on an "as is, where is" basis and the Potential Bidder did not rely, and is not relying upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, by the Debtors or their advisors or other representatives regarding the Sale Transaction, the Assets, the assumed liabilities, the completeness of any information provided in connection therewith or any Auction, or otherwise.

7.13 **No Collusion**. Each Bid must include a written acknowledgement and representation that the Potential Bidder did not engage in any collusive conduct and acted in good faith in submitting its Bid and will not engage in any Collusion with respect to any Bids, any Auction, or the Sale Transaction. For the avoidance of doubt, Bidders that intend to submit Bid materials that contemplate holders of the DIP Loans and/or Term Loans receiving non-cash consideration in connection with such Bid may obtain permission from the Debtors to discuss such potential Bid(s) with the holders of DIP Loans and/or Term Loans and, if the Debtors consent to such request, any discussions among such potential Bidders and the holders of DIP Loans and/or Term Loans shall not be deemed to violate this Section 7.13.

7.14 **No Break-Up Fee or Reimbursement of Expenses**. Each Bid, with the exception of any Alternative Stalking Horse Bid, must expressly state and acknowledge that such Potential Bidder shall not be entitled to, and shall not seek, any transaction break-up fee, termination fee, expense reimbursement, working fee, or similar type of payment, and each Bid must expressly waive any claim or right to assert any substantial contribution administrative expense claim under section 503(b) of the Bankruptcy Code or the payment of any broker fees or costs in connection with bidding for any of the Assets and/or otherwise participating in any Auction or the sale process.

7.15 **Transition Services**. Each Bid must state or otherwise estimate the types of transition services, if any, the Potential Bidder would require of and/or provide to the Debtors, including an estimate of the time any such transition services would be required of and/or provided to the Debtors, if the Potential Bidder's Bid were selected as the Winning Bid for the applicable Assets.

7.16 **Commitment to Close**. Each Bid must include a commitment to close as soon as practicable and state the expected date of closing of the Sale Transaction, which for the avoidance of doubt must be either on or before the date specified in Section 1.

7.17 **Irrevocable Bid**. Each Bid must contain a statement by the applicable Potential Bidder acknowledging and agreeing that such Bid and each of its provisions is binding upon the Potential Bidder or Back-Up Bidder and irrevocable in all respects.

7.18 **Compliance with Bidding Procedures**. Each Bid must contain a covenant that the applicable Potential Bidder will comply in all respects with the terms of these Bidding Procedures and the Bidding Procedures Order.

7.19 **Combination Bids**. For Bids that contemplate a purchase of multiple categories of Assets, each Bid must specify: (a) allocation of the Purchase Price across each Asset; and (b) Bids must indicate whether the offer is on an "all or none" basis in the event that the Potential Bidder is outbid for certain Assets contemplated in the Bid.

By submitting a Bid, each Potential Bidder is agreeing, and shall be deemed to have agreed, to abide by and honor the terms of these Bidding Procedures and to refrain from (A) submitting a Bid after conclusion of any Auction or (B) seeking to reopen an Auction once closed. **The submission of a Bid shall constitute a binding and irrevocable offer (a) for the Winning Bidder, until consummation of the proposed Sale Transaction, (b) for the Back-Up Bidder (if any), as provided in these Bidding Procedures, including Section 13 hereof, and (c) for any bidder other than the Winning Bidder and Back-Up Bidder, until two (2) business days after entry of the Court's order approving the Winning Bid and (if applicable) the Back-Up Bid for the applicable Assets (each, as applicable, a "Sale Order"), and each Bid must include a written acknowledgment and representation to such effect.**

8. STALKING HORSE BIDDERS

The Bid made pursuant to the Stalking Horse Agreement is the stalking horse bid (the "Stalking Horse Bid").

To the extent the Stalking Horse Agreement is terminated prior to the Bid Deadline, the Debtors are and shall be authorized, but not obligated, in an exercise of their reasonable business judgment, with the consent of the Required Consenting Lenders (as defined in the Restructuring Support Agreement) and in consultation with the Consultation Parties, to: (A) select one or more Acceptable Bidders to act as a stalking horse bidder (and such Acceptable Bidder's Bid, a "Alternative Stalking Horse Bid") and enter into a stalking horse agreement; and (B) determine to (i) provide a breakup fee of up to 3% of the cash portion of the purchase price under any such Alternative Stalking Horse Bid (the "Alternative Breakup Fee") and/or (ii) reimburse such stalking horse bidder's reasonable and documented out-of-pocket fees and expenses (including attorney's fees and expenses) actually incurred in connection with preparation and negotiation of a stalking horse agreement (the "Alternative Expense Reimbursement," and together with the Alternative Breakup Fee, the "Alternative Bid Protections"); *provided* that the aggregate of the Alternative Bid Protections in respect of each Alternative Stalking Horse Bid shall not exceed an aggregate four percent (4%) of the cash portion of the purchase price under the Alternative Stalking Horse Bid. Nothing in the Bidding Procedures Order or these Bidding Procedures shall be deemed to allow (i) any break-up fee on account of any portion of the Purchase Price that is a credit bid, (ii) any expense reimbursement on account of expenses incurred in connection with conducting prepetition diligence related to any proposed bid, including with respect to the Stalking Horse Bid, or (iii) any bid protections in favor of an Insider or Affiliate (as those terms are defined in the Bankruptcy Code) of the Debtors.

No later than twenty-four (24) hours after selecting an Alternative Stalking Horse Bid, the Debtors shall file with the Court and serve a notice that (A) sets forth the identity of the Alternative Stalking Horse Bidder (and if the Alternative Stalking Horse Bidder is a newly formed entity, then the Alternative Stalking Horse Bidder's parent company or sponsor), (B) sets forth the amount of the Alternative Stalking Horse Bid, and, if the Alternative Stalking Horse Bidder is a credit bidder, what portion of its bid is a credit bid and what portion (if any) is cash, (C) states whether the Alternative Stalking Horse Bidder has any connection to the Debtors other than those that arise from the Alternative Stalking Horse Bid, (D) specifies any proposed Alternative Bid Protections, (E) attaches the purchase agreement finalized with the Alternative Stalking Horse Bidder or otherwise summarizes the material terms thereof, and (F) sets forth the deadline to object to the Alternative Stalking Horse Bidder designation and any related Alternative Bid Protections. Any objection to the designation of an Alternative Stalking Horse Bidder or any of the terms of an Alternative Stalking Horse Bid (including any proposed Alternative Bid Protections for such Alternative Stalking Horse Bidder) (a "Stalking Horse Objection") shall (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Bankruptcy Rules, (c) state, with specificity, the legal and factual bases thereof, and (d) be filed with the Court and served on the Notice Parties within four (4) business days after the service of the Stalking Horse Notice. If a timely Stalking Horse Objection is filed, the Debtors will schedule a hearing regarding such Stalking Horse Objection as soon as reasonably practicable seeking approval of such Alternative Stalking Horse Bid and in accordance with the Bidding Procedures Order and these Bidding Procedures. If no timely Stalking Horse Objection is filed and served with respect to the

Alternative Stalking Horse Bid, upon the expiration of the objection deadline, the Debtors will submit a proposed order to the Court approving the Alternative Stalking Horse Bid (including any stalking horse agreement and related Alternative Bid Protections) under certification of counsel, which the Court may enter without a hearing and any further or other notice except as required in the Bidding Procedures Order or under these Bidding Procedures, including with respect to any Alternative Bid Protections set forth in the Stalking Horse Notice.

9. BID DEADLINE

Any Bid must be transmitted via email (in .pdf or similar format) to the Debtors and their advisors (as specified in Section 2 hereof) so as to be **actually received by such parties** on or before **January 10, 2025, by 11:59 p.m. (Eastern Time)** (the "Bid Deadline").

The Debtors shall promptly provide the Consultation Parties copies of all Bids received by the Debtors, but in no event later than the next business day following receipt.

10. QUALIFIED BIDS & QUALIFIED BIDDERS

A Bid is a "Qualified Bid" if the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, determine that such Bid (A) satisfies the Bid Requirements set forth above; and (B) is reasonably likely to be consummated if selected as the Winning Bid (or Back-Up Bid, as applicable) for the applicable Assets; *provided* that the Stalking Horse Bid shall constitute and be deemed a Qualified Bid for all purposes hereunder so long as it provides for an ABL Payoff, and for the avoidance of doubt, a Bid may not be a Qualified Bid or Stalking Horse Bid unless it provides for an ABL Payoff. If the Debtors receive a Bid prior to the Bid Deadline that is not a Qualified Bid, the Debtors may, in consultation with the Consultation Parties, provide such Potential Bidder with the opportunity to remedy any deficiencies through and after the Bid Deadline.

An Acceptable Bidder that submits a Qualified Bid is a "Qualified Bidder" with respect to the Assets to which such Qualified Bid relates, so long as it provides for an ABL Payoff, meets the Minimum Bid Requirements.

As soon as reasonably practicable after the applicable Bid Deadline, the Debtors will notify each Acceptable Bidder whether such party is a Qualified Bidder and shall provide the Consultation Parties' counsel with a copy of each Qualified Bid. If an Acceptable Bidder's Bid is determined not to be a Qualified Bid, the Debtors will refund such Acceptable Bidder's Deposit (if any) on the date that is five business days after the Bid Deadline.

Between the date that the Debtors notify an Acceptable Bidder that it is a Qualified Bidder and the date set for any Auction, the Debtors may discuss, negotiate, or seek clarification of any Qualified Bid from a Qualified Bidder. Without the prior written consent of the Debtors following consultation with the Consultation Parties, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the Purchase Price, or otherwise improve the terms of, the Qualified Bid, during the period that such Qualified Bid remains binding as specified in these Bidding Procedures; *provided* that any Qualified Bid may be improved at any Auction as set forth herein. The Debtors, in consultation with the Consultation Parties, will determine whether any revised Qualified Bid is in fact an improved Qualified Bid.

Any improved Qualified Bid must continue to comply with the requirements for Qualified Bids set forth in these Bidding Procedures.

Notwithstanding anything herein to the contrary, the Debtors, in consultation with the Consultation Parties, reserve the right to work with (A) Potential Bidders and Acceptable Bidders to aggregate two or more Bids into a single consolidated Bid prior to the applicable Bid Deadline and (B) Qualified Bidders to aggregate two or more Qualified Bids into a single Qualified Bid prior to the conclusion of any Auction. The Debtors, in consultation with the Consultation Parties, reserve the right to cooperate with any Acceptable Bidder to cure any deficiencies in a Bid that is not initially deemed to be a Qualified Bid. The Debtors, in consultation with the Consultation Parties, may accept a single Qualified Bid or multiple Bids that, if taken together in the aggregate, would otherwise meet the standards for a single Qualified Bid (in which event those multiple Qualified Bidders shall be treated as a single Qualified Bidder and their Bid a single Qualified Bid for purposes of an Auction).

11. RIGHT TO CREDIT BID

Subject to the terms of the DIP Order, including with respect to any Challenge, and section 363(k) of the Bankruptcy Code, persons or entities holding a perfected security interest in the Assets, may seek to submit a credit bid on such Assets, to the extent permitted by applicable law, any other Court orders and the documentation governing the Debtors' secured debt (including any amounts required to be paid pursuant to any intercreditor agreements).

For the further avoidance of doubt, nothing in this paragraph or in these Bidding Procedures shall impact any rights of the DIP Secured Parties or Prepetition Secured Parties (each as defined in the DIP Order).

The rights and defenses of the Debtors, the Committee, and any other party in interest with respect to whether any assertion that any liens, claims, encumbrances, or interests, if any, will attach to the proceeds of the Sale Transactions are expressly preserved.

12. AUCTION

If the Debtors receive two or more Qualified Bids, the Debtors may, in consultation with the Consultation Parties, conduct one or more auctions (each, an "Auction") to determine the Winning Bidder (or Back-Up Bidder, as applicable) with respect to such Assets. In such event, the Debtors will (A) notify all Qualified Bidders of the highest or otherwise best Qualified Bid with respect to the applicable Assets, as determined by the Debtors in their reasonable business judgment and in consultation with the Consultation Parties (each such Qualified Bid, a "Baseline Bid") and (B) provide copies of the documents setting forth the terms of the Baseline Bid(s) to all Qualified Bidders, in each case, as soon as reasonably practicable after the Bid Deadline and in any event no later than prior to the commencement of an Auction. The Debtors' determination of which Qualified Bid constitutes the Baseline Bid shall consider any factors the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, deem relevant to the value of the Qualified Bid to the Debtors' estates. The Debtors may, in consultation with the Consultation Parties, combine multiple Qualified Bids for different Assets to compete in an Auction against any Stalking Horse Bid and/or other Qualified Bids.

If the Debtors, in consultation with the Consultation Parties, determine that they have received no Qualified Bids other than the Stalking Horse Bid or, in the absence of the Stalking Horse Bid, they have received only a single Qualified Bid, then an Auction will not occur, and the Stalking Horse Bid or the Qualified Bid will be deemed to be the Winning Bid(s) for the Assets to which such Stalking Horse Bid or Qualified Bid relates. If the Debtors make such a determination, the Debtors shall file a notice with the Court within one business day of making such determination.

If the Debtors receive two or more Qualified Bids for the same Assets, an Auction shall take place on or after **January 13, 2025,** at a time to be announced by the Debtors in consultation with the Consultation Parties, via remote video and/or in person at the Debtors' election, and shall be conducted in a timely fashion according to the procedures set forth below (the "Auction Procedures").

AUCTION PROCEDURES

(i) **The Debtors Shall Conduct Any Auction; General Provisions**. The Debtors, with the assistance of their advisors, shall direct and preside over any Auction and shall consult with the Consultation Parties throughout the Auction process. At the commencement of any Auction, the Debtors, in consultation with the Consultation Parties (1) may announce procedural and related rules governing such Auction, including time periods available to all Qualified Bidders to submit any successive Bid(s); and (2) shall describe the terms of the Baseline Bid. Only incremental Bids that comply with the terms set forth in Section 12(ii) of these Bidding Procedures shall be considered "Overbids." Overbids shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders. The Debtors, in consultation with the Consultation Parties, shall determine in their reasonable business judgment whether an incremental Bid is an Overbid. The Debtors shall maintain a written transcript of all Bids made and announced at such Auction, including the Baseline Bid, all Overbids, and the Winning Bid (or Back-Up Bid, as applicable) (as defined below).

Only Qualified Bidders, the Debtors, the Consultation Parties (including the members of the Committee) and each of their respective legal and financial advisors, and any other parties specifically invited or permitted to attend by the Debtors, in consultation with the Consultation Parties, shall be entitled to attend the relevant Auction, and the Qualified Bidders shall appear at such Auction in person and may speak or bid themselves or through duly authorized representatives. Except as otherwise permitted by the Debtors in consultation with the Consultation Parties, only Qualified Bidders shall be entitled to bid at such Auction.

The Debtors have the right to request any additional information that will allow the Debtors to make a reasonable determination as to a Qualified Bidder's financial and other capabilities to consummate the transactions contemplated by their proposal and any further information that the Debtors believe is reasonably necessary to clarify and evaluate any Bid made by a Qualified Bidder during the Auction.

The Debtors may, subject to Section 17 of these Bidding Procedures, announce at any Auction modified or additional procedures for conducting the Auction or otherwise modify these Bidding Procedures in a manner that is reasonably likely to enhance the value of the Qualified Bids or make such Auction more efficient, so long as any Qualified Bid provides for an ABL Payoff.

(ii) **Terms of Overbids**. Each Overbid must comply with the following terms:

(a) Minimum Overbid Increment. At the commencement of the initial solicitation of Overbids, the Debtors, in consultation with the Consultation Parties, shall announce the minimum increment by which any Overbid must exceed the applicable Baseline Bid (the "Minimum Overbid Increment"), which amount shall not be lower than 2.0% of the applicable Baseline Bid;

provided that the first Overbid shall be the Initial Overbid. At the commencement of each subsequent round of solicitation of Overbids, the Debtors, in consultation with the Consultation Parties, may change the minimum increment by which any Overbid must exceed the Prevailing Highest Bid (as defined below) at such time by announcing a different minimum increment. The Debtors may, in their reasonable business judgment and in consultation with the Consultation Parties, announce increases or reductions to the applicable minimum Overbid increment at any time during the Auction.

(b) Conclusion of Each Overbid Round. Upon the solicitation of each round of Overbids, the Debtors may announce a deadline by which time any Overbids must be submitted to the Debtors (an "Overbid Round Deadline"); *provided* that the Debtors, in their reasonable business judgment and after consultation with the Consultation Parties, may extend any Overbid Round Deadline.

(c) Overbid Alterations. An Overbid may contain alterations, modifications, additions, or deletions of any terms of the Bid no less favorable in the aggregate to the Debtors' estates than any prior Qualified Bid or Overbid, as determined in the Debtors' reasonable business judgment and after consultation with the Consultation Parties, but shall otherwise comply with the terms of these Bidding Procedures, and notwithstanding any alterations, modifications, additions, or deletions, any Overbid must provide for an ABL Payoff.

(d) Announcing Best Bid. Subsequent to each Overbid Round Deadline, the Debtors shall announce whether the Debtors, in consultation with the Consultation Parties, have identified an Overbid as being higher or otherwise better than, in the initial Overbid round, the Baseline Bid or, in subsequent rounds, the Overbid previously designated by the Debtors as the prevailing highest or otherwise best Bid (the "Prevailing Highest Bid"). The Debtors shall describe to all applicable Qualified Bidders the material terms of any new Overbid designated by the Debtors as the Prevailing Highest Bid, as well as the value attributable by the Debtors to such Prevailing Highest Bid.

(iii) **Consideration of Overbids**. Subject to the terms of the DIP Financing Order and the Restructuring Support Agreement, the Debtors reserve the right, in their reasonable business judgment and in consultation with the Consultation Parties, to adjourn any Auction one or more times, to, among other things (1) facilitate discussions between the Debtors and Qualified Bidders, (2) allow Qualified Bidders the opportunity to consider how they wish to proceed, and (3) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their reasonable business judgment, may require, that the Qualified Bidder has sufficient internal resources or has received sufficient and

sufficiently unconditional financing commitments to consummate the proposed Sale Transaction at the prevailing Overbid amount.

(iv) **Closing Auction(s)**. Each Auction shall continue until there is only one Qualified Bid for a particular group of Assets that the Debtors determine, in their reasonable business judgment and in consultation with the Consultation Parties, to be the highest or otherwise best Qualified Bid for the applicable assets. Such Qualified Bid shall be designated the "Winning Bid" (or Back-Up Bid, as applicable, and the Qualified Bidder who submitted the Winning Bid, the "Winning Bidder") with respect to its proposed Acquired Assets, at which time such Auction with respect to such Assets shall be closed; *provided* that (1) such Auction shall not close unless and until all Qualified Bidders have been given a reasonable opportunity to submit an Overbid at such Auction to the then Prevailing Highest Bid; and (2) the Debtors' designation of a Qualified Bid as a Winning Bid (or Back-Up Bid, as applicable) shall be subject to and conditioned on finalization of definitive documentation and the Court's approval of such Winning Bid (or Back-Up Bid, as applicable), applicable regulatory and third-party approvals, and the consummation of the Sale Transaction contemplated thereby. As soon as reasonably practicable after the designation of a Winning Bid (or Back-Up Bid, as applicable), the Debtors, in consultation with the Consultation Parties, shall finalize definitive documentation to implement the terms of such Winning Bid (or Back-Up Bid, as applicable) and cause such definitive documentation to be filed with the Court.

(v) **No Collusion; Good Faith Offer**. Each Qualified Bidder participating at each Auction will be required to confirm on the record at such Auction that (1) such Qualified Bidder has not engaged in any collusion with respect to the bidding process or non-permitted discussions with other potential Bidders, (2) such Qualified Bidders' Qualified Bid is a good faith and irrevocable offer and such Qualified Bidder intends to consummate the Sale Transaction contemplated by its Qualified Bid if such Qualified Bid is the Winning Bid (or Back-Up Bid, as applicable) with respect to the applicable Acquired Assets, and (3) such Qualified Bidder will serve as a Back-Up Bidder.

(vi) **Rejection of Bids**. The Debtors, in their reasonable business judgment, in consultation with the Consultation Parties, may reject, at any time before entry of an order of the Court approving a Winning Bid (or Back-Up Bid, as applicable), any Bid that the Debtors determine, after consultation with the Consultation Parties, is (1) inadequate or insufficient, (2) not in conformity with the requirements of the Bankruptcy Code and/or these Bidding Procedures, or (3) contrary to the best interests of the Debtors, their estates, their creditors, and other stakeholders.

13. DESIGNATION OF A BACK-UP BIDDER

If for any reason the Winning Bidder fails to consummate the Qualified Bid within the time permitted after the entry of the Sale Order approving the Sale to the Winning Bidder, then the Qualified Bidder or Qualified Bidders with the next-highest or otherwise second-best Bid

(each, a "Back-Up Bidder"), as determined by the Debtors after consultation with the Consultation Parties, at the conclusion of such Auction and announced at that time to all the Qualified Bidders participating therein and as set forth in the Sale Order, will automatically be deemed to have submitted the highest or otherwise best Bid or Bids (each, a "Back-Up Bid"), and the Debtors will be authorized, but not required, to consummate the transaction pursuant to the Back-Up Bid as soon as is commercially reasonable without further order of the Court upon at least twenty-four hours advance notice, which notice will be filed with the Court.

Upon designation of the Back-Up Bidder at each Auction, the Back-Up Bid must remain open and irrevocable until the earlier of (1) closing of the transactions contemplated by the Winning Bid notwithstanding any outside date set forth in such Back-Up Bidder's proposed purchase agreement, and (2) the date that is six months following the conclusion of such Auction.

14. FIDUCIARY OUT

Notwithstanding anything to the contrary in these Bidding Procedures or any document filed with or entered by the Court, nothing in these Bidding Procedures or the Bidding Procedures Order shall require a Debtor or its board of directors, board of managers, or similar governing body to take any action or to refrain from taking any action with respect to the Sale Transactions or these Bidding Procedures solely to the extent such Debtor or governing body determines in good faith, in consultation with counsel, that taking or failing to take such action, as applicable, would be inconsistent with applicable law or its fiduciary obligations under applicable law.

15. FREE OF ANY AND ALL INTERESTS

Except as otherwise provided in the Purchase Agreement(s) of the Successful Bidder(s) and subject to the approval of the Court, all of the Debtors' rights, title, and interest in and to the Assets subject thereto shall be sold free and clear of any Encumbrances to the maximum extent permitted by section 363 of the Bankruptcy Code, subject only to the Assumed Liabilities and Permitted Liens (each as defined in the Successful Bidder's Purchase Agreement), with such Encumbrances to attach to the proceeds of the sale of the applicable Assets with the same validity and priority as such Encumbrances were held against the applicable Assets prior to the sale in accordance with the Bankruptcy Code, applicable non-bankruptcy law and any prior orders of the Court.

16. COMMISSIONS

The Debtors shall be under no obligation to pay any commissions, fees, or expenses to any Potential Bidder's agent, advisor, or broker. All commissions, fees, or expenses for any such agents, advisors, or brokers shall be paid by the applicable Potential Bidder at such Potential Bidder's discretion. In no case shall any commissions, fees, or expenses for any Potential Bidder's agent, advisor, or broker be deducted from any proceeds derived from any Sale of the Assets. This Section 16 shall not apply to any Alternative Bid Protections that become payable pursuant to the terms of the Alternative Stalking Horse Bid.

17. RESERVATION OF RIGHTS

Subject to the terms of the DIP Financing Order and the Restructuring Support Agreement, the Debtors may, in consultation with the Consultation Parties, be entitled to modify these Bidding Procedures in their reasonable business judgment in consultation with the Consultation Parties in any manner that will best promote the goals of these Bidding Procedures, or impose, at or prior to any Auction, additional customary terms and conditions on a Sale Transaction, including: (A) extending the deadlines set forth in these Bidding Procedures; (B) adjourning such Auction at such Auction; (C) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting such Auction (if any); (D) canceling any Auction; and (E) rejecting any or all Bids or Qualified Bids; provided, however, that the Debtors may not amend these Bidding Procedures or the bidding process to (i) reduce or otherwise modify their obligations to consult with any Consultation Party or alter any other rights of any Consultation Party without the consent of such Consultation Party or further order of the Court, (ii) reduce or otherwise modify their obligations to obtain consent from any Consultation Party pursuant to these Bidding Procedures, or (iii) remove provisions requiring an ABL Payoff. All such modifications and additional rules will be communicated to each of the Consultation Parties, Potential Bidders, and Qualified Bidders; provided that, to the extent such modifications occur at such Auction, disclosure of such modifications is limited to those in attendance at such Auction.

Each reference in these Bidding Procedures and the Bidding Procedures Order to "consultation" (or similar phrase) with the Consultation Parties shall mean consultation in good faith.

18. CONSENT TO JURISDICTION

All Qualified Bidders at each Auction shall be deemed to have consented to the jurisdiction of the Court and waived any right to a jury trial in connection with any disputes relating to such Auction or the construction and enforcement of these Bidding Procedures.

19. SALE HEARING

The Court shall hold a hearing to consider approval of the Winning Bid(s) (and Back-Up Bid(s), as applicable) and the Sale Transactions contemplated thereby (the "Sale Hearing"). **The Sale Hearing shall be held on January 16, 2025 at 2:00 p.m. (prevailing Eastern Time). The Sale Hearing may be continued to a later date by the Debtors, in consultation with the Consultation Parties, by sending written notice to all Qualified Bidders and Consultation Parties prior to, or by making an announcement at, the Sale Hearing. No further notice of any such continuance will be required to be provided to any bidder or other party.**

20. RETURN OF DEPOSIT

Any Deposits provided by Qualified Bidders shall be held in one or more escrow accounts on terms acceptable to the Debtors. Any such Deposits will be returned to Qualified Bidders that are not Winning Bidders (or Back-Up Bidders, as applicable) on the date that is five business days after the applicable Auction. Any Deposit provided by a Winning Bidder (or Back-Up Bidder, as applicable) shall be applied to the Purchase Price of the applicable Sale Transaction at closing.

If a Winning Bidder (or Back-Up Bidder, as applicable) fails to consummate the Sale Transaction contemplated by its Winning Bid (or Back-Up Bid, as applicable) because of a breach by such Winning Bidder (or Back-Up Bidder, as applicable), the Debtors will not have any obligation to return any Deposit provided by such Winning Bidder (or Back-Up Bidder, as applicable), which may be retained by the Debtors as liquidated damages, in addition to any and all rights, remedies, or causes of action that may be available to the Debtors and their estates.

Exhibit 2

Sale Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
AMERICAN TIRE DISTRIBUTORS, INC., *et al.*,[1]	)	Case No. 24-12391 (GTC)
Debtors.	)	(Jointly Administered)

NOTICE OF AUCTIONS FOR THE SALE OF THE DEBTORS' ASSETS

PLEASE TAKE NOTICE OF THE FOLLOWING:

On [●], 2024, the United States Bankruptcy Court for the District of Delaware (the "Court") entered the *Order (I) Approving Bid Procedures for the Sale of the Debtors' Assets, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Authorizing the Debtors to Select and Alternative Stalking Horse Bid and Provide Alternative Bid Protections, (V) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (VI) Authorizing the Assumption and Assignment of Contracts and Leases, (VII) Approving the Sale of Assets, and (VIII) Granting Related Relief* [Docket No. [●]] (the "Order"),[2] authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors") to market and conduct any auction (each, an "Auction") to sell the Assets free and clear of liens, claims, encumbrances, and other interests (except as may be set forth in the Definitive Sale Documents), with all such liens, claims, encumbrances, and other interests attaching with the same validity and priority to the applicable sale proceeds. Any Auction will be governed by the bidding procedures approved pursuant to the Order and attached to the Order as Exhibit 1 thereto (the "Bidding Procedures").

Copies of the Order, the Bidding Procedures, and other documents related thereto, are available upon visiting the Debtors' restructuring website at https://www.donlinrecano.com/atd.

Any person or entity who wishes to participate in any Auction must comply with the participation requirements, bid requirements, and other requirements set forth in the Bidding Procedures. The Indication of Interest Deadline is November 25, 2024 at 5:00 p.m. (prevailing Eastern Time), and the Bid Deadline is January 10, 2025, at 11:59 p.m. (prevailing Eastern Time).

The Debtors intend to conduct an Auction (if required) at which they will consider Qualified Bids (as defined in the Bidding Procedures) submitted to the Debtors and their advisors, by and pursuant to the

1 The Debtors in these chapter 11 cases, along with the last four digits of the Debtors' federal tax identification numbers, are American Tire Distributors, Inc. (4594); ATD New Holdings II, Inc. (4985); ATD New Holdings III, Inc. (0977); ATD New Holdings, Inc. (3406); ATD Sourcing Solutions, LLC (5225); ATD Technology Solutions Inc. (N/A); FLX FWD Logistics, LLC (3334); Hercules Tire International Inc. (N/A); Terry's Tire Town Holdings, LLC (7409); The Hercules Tire & Rubber Company (3365); Tire Pros Francorp, LLC (1813); Tirebuyer.com, LLC (9093); and Torqata Data and Analytics LLC (4992). The location of Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is 12200 Herbert Wayne Court, Huntersville, NC 28078.

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

Bidding Procedures and as set forth in the Order. The Debtors intend to commence an Auction (if applicable) on **January 13, 2025, at 10:00 a.m. (prevailing Eastern Time)**, either in-person or by videoconference or such other form of remote communication established by the Debtors (to be communicated to Qualified Bidders in advance).

Objections to the terms of or the proposed order approving any Winning Bid(s) (and/or designation of a Back-Up Bid(s), as applicable) (which Winning Bid or Back-Up Bid may be the Stalking Horse Bid) must be made on or before: **January 14, 2025, at 5:00 p.m. (prevailing Eastern Time)**.

The Debtors reserve the right to modify the Bidding Procedures in accordance with the Bidding Procedures and the Order.

All requests directed to the Debtors in connection with the foregoing, or for further information regarding the Bidding Procedures and participation therein, or for further information regarding the Assets, must be directed to: Moelis & Company LLC, the Debtors' proposed investment banker, Adam Keil (adam.keil@moelis.com), Rachel Murray (rachel.murray@moelis.com), Jamison Heor (jamison.heor@moelis.com), and Tarik Rguem (tarik.rguem@moelis.com). All Potential Bidders are instructed to review the Bidding Procedures in consultation with counsel.

Exhibit 3

Notice of Winning Bidder

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
AMERICAN TIRE DISTRIBUTORS, INC., *et al.*,[1]	)	Case No. 24-12391 (CTG)
Debtors.	)	(Jointly Administered)

NOTICE OF WINNING BIDDER AND
BACK-UP BIDDER FOR CERTAIN OF THE DEBTORS' ASSETS

PLEASE TAKE NOTICE OF THE FOLLOWING:

On [●], 2024, the United States Bankruptcy Court for the District of Delaware (the "Court") entered the *Order (I) Approving Bid Procedures for the Sale of the Debtors' Assets, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Authorizing the Debtors to Select and Alternative Stalking Horse Bid and Provide Alternative Bid Protections, (V) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (VI) Authorizing the Assumption and Assignment of Contracts and Leases, (VII) Approving the Sale of Assets, and (VIII) Granting Related Relief* [Docket No. [●]] (the "Order"),[2] by which the Court approved procedures setting forth the process by which the Debtors are authorized to conduct a marketing and auction process for the sale or sales (the "Sale Transactions") of the Debtors' assets (the "Assets").

On **January 13, 2025, at 10:00 a.m. (Eastern Time)**, pursuant to the Order, the Debtors commenced an Auction either in-person or by videoconference or such other form of remote communication established by the Debtors.

At the conclusion of such Auction, the Debtors selected the following Winning Bidder and Back-Up Bidder:

Assets	Winning Bidder	Back-Up Bidder	Proposed Bid Protections	Key Terms of Proposed Sale
[●]				

[1] The Debtors in these chapter 11 cases, along with the last four digits of the Debtors' federal tax identification numbers, are American Tire Distributors, Inc. (4594); ATD New Holdings II, Inc. (4985); ATD New Holdings III, Inc. (0977); ATD New Holdings, Inc. (3406); ATD Sourcing Solutions, LLC (5225); ATD Technology Solutions Inc. (N/A); FLX FWD Logistics, LLC (3334); Hercules Tire International Inc. (N/A); Terry's Tire Town Holdings, LLC (7409); The Hercules Tire & Rubber Company (3365); Tire Pros Francorp, LLC (1813); Tirebuyer.com, LLC (9093); and Torqata Data and Analytics LLC (4992). The location of Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is 12200 Herbert Wayne Court, Huntersville, NC 28078.

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

Objections to the terms of or the proposed order approving any Winning Bid(s) (and/or designation of a Back-Up Bid(s), as applicable) (which Winning Bid or Back-Up Bid may be the Stalking Horse Bid) must be made on or before: **January 14, 2025, at 5:00 p.m. (prevailing Eastern Time)**.

The Sale Hearing to consider approval of the sale of the Assets to the Winning Bidder(s) at any Auction(s) will be held before the Honorable Craig T. Goldblatt at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Courtroom #7, Wilmington, Delaware 19801, on **January 16, 2025, at 2:00 p.m. (prevailing Eastern Time)**.

At the Sale Hearing, the Debtors will seek the Court's approval of the Winning Bid(s) and the designation of the Back-Up Bid(s) (if any) for the applicable Assets. Unless the Court orders otherwise, the Sale Hearing shall be an evidentiary hearing on matters relating to the sale(s) for the applicable Assets, and there will be no further bidding at the Sale Hearing.

If a Winning Bidder cannot or refuses to consummate the Sale Transaction following entry of the Sale Order because of the breach or failure on the part of the Winning Bidder, the Back-Up Bidder (if any) shall be deemed the new Winning Bidder and the Debtors shall be authorized, but not required, to close the applicable Sale Transaction with such Back-Up Bidder(s) on the terms and provisions of such applicable Back-Up Bid(s) without further order of the Court upon filing a notice with the Court providing for a three (3) business days period to object to such sale.

This notice is subject to the terms and conditions of the Motion and the Order, with such Order controlling in the event of any conflict, and the Debtors encourage parties in interest to review such documents, including the Bidding Procedures, in their entirety. Parties interested in receiving additional or other information regarding the proposed Sale Transaction or other disposition of the applicable Assets may make a written request to Donlin, Recano & Company, Inc. ("DRC") (the notice and claims agent retained in these chapter 11 cases) or by calling (866) 666-1597 or +1 (212) 771-1128 for calls originating outside of the U.S.

Copies of the Motion, the Order, the Bidding Procedures, this notice, and any other related documents are available: (a) upon request to DRC by calling (866) 666-1597 or +1 (212) 771-1128 for calls originating outside of the U.S.; (b) by visiting the Debtors' restructuring website at https://donlinrecano/atd; or (c) for a fee via PACER by visiting https://pacer.uscourts.gov.

Exhibit 4

Stalking Horse Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
AMERICAN TIRE DISTRIBUTORS, INC., *et al.*,[1]	)	Case No. 24-12391 (CTG)
Debtors.	)	(Jointly Administered)

NOTICE OF DESIGNATION OF
STALKING HORSE BIDDER FOR THE DEBTORS' ASSETS

PLEASE TAKE NOTICE OF THE FOLLOWING:

On [●], 2024, the United States Bankruptcy Court for the District of Delaware (the "Court") entered the *Order (I) Approving Bid Procedures for the Sale of the Debtors' Assets, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Authorizing the Debtors to Select and Alternative Stalking Horse Bid and Provide Alternative Bid Protections, (V) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (VI) Authorizing the Assumption and Assignment of Contracts and Leases, (VII) Approving the Sale of Assets, and (VIII) Granting Related Relief* [Docket No. [●]] (the "Order"),[2] by which the Court approved procedures setting forth the process by which the Debtors are authorized to conduct a marketing and auction process for the sale or sales (the "Sale Transactions") of the Debtors' assets (the "Assets").

PLEASE TAKE FURTHER NOTICE that, the Order permitted the Debtors to offer an Alternative Break-Up Fee and Alternative Expense Reimbursement in an aggregate amount not to exceed four percent (4%) of the cash portion of the applicable purchase price.

PLEASE TAKE FURTHER NOTICE that, the Debtors hereby designate [●] to act as the Alternative Stalking Horse Bidder for the Assets, with an Alternative Stalking Horse Bid in the amount of [●], including [●] in cash consideration, substantially on the terms of and in accordance with the proposed stalking horse agreement attached hereto as **Schedule 1**, subject to and in accordance with the terms of the Order.

PLEASE TAKE FURTHER NOTICE that, consistent with the Order, the stalking horse agreement provides for, among other things, an Alternative Break-Up Fee and Alternative Expense

1 The Debtors in these chapter 11 cases, along with the last four digits of the Debtors' federal tax identification numbers, are American Tire Distributors, Inc. (4594); ATD New Holdings II, Inc. (4985); ATD New Holdings III, Inc. (0977); ATD New Holdings, Inc. (3406); ATD Sourcing Solutions, LLC (5225); ATD Technology Solutions Inc. (N/A); FLX FWD Logistics, LLC (3334); Hercules Tire International Inc. (N/A); Terry's Tire Town Holdings, LLC (7409); The Hercules Tire & Rubber Company (3365); Tire Pros Francorp, LLC (1813); Tirebuyer.com, LLC (9093); and Torqata Data and Analytics LLC (4992). The location of Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is 12200 Herbert Wayne Court, Huntersville, NC 28078.

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

Reimbursement not to exceed four percent (4%) of the cash portion of the applicable purchase price in the aggregate.

PLEASE TAKE FURTHER NOTICE that, any objection to the designation of the Alternative Stalking Horse Bidder or to the terms and Alternative Bid Protections set forth herein and in the stalking horse agreement (a "Stalking Horse Objection") shall be filed **no later than four (4) business days after the filing of the Stalking Horse Notice at 5:00 p.m. (Eastern Time)**. If a timely Stalking Horse Objection is filed, the Debtors are authorized to seek an expedited hearing with respect to the Stalking Horse Objection on not less than three (3) calendar days' notice.

PLEASE TAKE FURTHER NOTICE that, absent a timely Stalking Horse Objection, the Court may enter an order approving the Alternative Bid Protections set forth in the Stalking Horse Notice and the designation of the Alternative Stalking Horse Bidder.

PLEASE TAKE FURTHER NOTICE that the Debtors and the Alternative Stalking Horse Bidder reserve all of their rights to amend, modify, change, revise, or otherwise alter in any respect the stalking horse agreement in accordance with the terms of the stalking horse agreement and the Order.

PLEASE TAKE FURTHER NOTICE that copies of all documents filed in these chapter 11 cases are available: (a) free of charge upon request to Donlin, Recano & Company, Inc. (the notice and claims agent retained in these chapter 11 cases) by (i) calling (866) 666-1597 (toll free) or +1 (212]) 771-1128 (International); or (ii) visiting the Debtors' restructuring website at https://donlinrecano/atd; or (b) for a fee via PACER by visiting http://www.deb.uscourts.gov.

Schedule 1

Stalking Horse Agreement

Exhibit 5

Cure Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
AMERICAN TIRE DISTRIBUTORS, INC., *et al.*,[1]	)	Case No. 24-12391 (CTG)
Debtors.	)	(Jointly Administered)

NOTICE OF POTENTIAL ASSUMPTION OR ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS OR LEASES

PLEASE TAKE NOTICE OF THE FOLLOWING:

On [●], 2024, the United States Bankruptcy Court for the District of Delaware (the "Court") entered the *Order (I) Approving Bid Procedures for the Sale of the Debtors' Assets, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Authorizing the Debtors to Select and Alternative Stalking Horse Bid and Provide Alternative Bid Protections, (V) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (VI) Authorizing the Assumption and Assignment of Contracts and Leases, (VII) Approving the Sale of Assets, and (VIII) Granting Related Relief* [Docket No. [●]] (the "Order"),[2] by which the Court approved procedures for the assumption or assumption and assignment of executory contracts and unexpired leases and granted related relief, as set forth in the Order.

Pursuant to the Order and by this notice (this "Cure Notice"), the Debtors hereby notify you that they have determined that each executory contract or unexpired lease set forth on **Schedule 1** attached hereto (the "Potential Assumption List") may be assumed (and, if applicable, assigned) effective as of the date (the "Assumption Date") set forth in **Schedule 1** or such other date as the Debtors and the counterparty or counterparties to such executory contracts or unexpired leases may agree.

The Debtors believe that the party to which each applicable executory contract or unexpired lease may be assigned has the financial wherewithal to meet all future obligations under such contract or lease and the Debtors will provide evidence thereof to such applicable counterparty (and their counsel, if known) thereby demonstrating that the assignee of the contract or lease has the ability to comply with the requirements of adequate assurance of future performance.

[1] The Debtors in these chapter 11 cases, along with the last four digits of the Debtors' federal tax identification numbers, are American Tire Distributors, Inc. (4594); ATD New Holdings II, Inc. (4985); ATD New Holdings III, Inc. (0977); ATD New Holdings, Inc. (3406); ATD Sourcing Solutions, LLC (5225); ATD Technology Solutions Inc. (N/A); FLX FWD Logistics, LLC (3334); Hercules Tire International Inc. (N/A); Terry's Tire Town Holdings, LLC (7409); The Hercules Tire & Rubber Company (3365); Tire Pros Francorp, LLC (1813); Tirebuyer.com, LLC (9093); and Torqata Data and Analytics LLC (4992). The location of Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is 12200 Herbert Wayne Court, Huntersville, NC 28078.

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

Parties objecting to the proposed assumption and assignment (including a Winning Bidder's proposed form of adequate assurance of future performance) must file and serve a written objection (each, a "Cure Objection") so that such objection is filed with the Court and **actually received by the following parties no later than December 26, 2024, at 5:00 p.m. (Eastern Time)** (the "Cure Objection Deadline"): (a) the Debtors, American Tire Distributors, Inc., 12200 Herbert Wayne Court, Huntersville, NC 28078, Attn.: Robert C. Toms, IV; (b) proposed co-counsel to the Debtors (i) Kirkland & Ellis LLP, Attn.: Anup Sathy, P.C. (anup.sathy@kirkland.com), Chad J. Husnick, P.C. (chad.husnick@kirkland.com), David R. Gremling (dave.gremling@kirkland.com), and Melissa Mertz (melissa.mertz@kirkland.com); (ii) Troutman Pepper Hamilton Sanders LLP, Attn: Chad Warpula (chad.warpula@troutman.com); and (iii) Pachulski Stang Ziehl & Jones LLP, Attn: Laura Davis Jones (ljones@pszjlaw.com), Timothy P. Cairns (tcairns@pszjlaw.com), Edward A. Corma (ecorma@pszjlaw.com); and (c) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Richard L. Shepacarter (richard.schepacarter@usdoj.gov); (d) counsel to the Committee, (i) Morrison & Foerster LLP, Attn.: Lorenzo Marinuzzi (lmarinuzzi@mofo.com), Doug Mannal (dmannal@mofo.com), Theresa A. Foudy (tfoudy@mofo.com), Benjamin Butterfield (bbutterfield@mofo.com), Raff Ferraioli (rferraioli@mofo.com), Darren Smolarski (dsmolarski@mofo.com); and (ii) Saul Ewing LLP, Attn.: Lucian B. Murley (luke.murley@saul.com); and (e) counsel to the Ad Hoc Group, Akin Gump Strauss Hauer & Feld, Attn: Philip C. Dublin (pdublin@akingump.com), Zachary Wittenberg (zwittenberg@akingump.com), and Naomi Moss (nmoss@akingump.com), but only if the Stalking Horse Agreement is not in full force and effect at the applicable time.

Absent a Cure Objection being timely filed, the assumption of each executory contract or unexpired lease may become effective on the Assumption Date set forth in **Schedule 1**, or such other date as the Debtors and the counterparty or counterparties to such executory contract or unexpired lease may agree.

If an objection is timely filed and not withdrawn or resolved, such objection will be heard at the Sale Hearing or on such other date and time as agreed to by the Debtors and the objecting party or ordered by the Court. If such objection is overruled or withdrawn, the applicable executory contract or unexpired lease shall be assumed as of the Assumption Date set forth in **Schedule 1** or such other date as the Debtors and the counterparty or counterparties to such executory contract unexpired lease may agree.

Schedule I

Potential Assumption List