

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION AT LAFAYETTE

In re:

MAXIMUS SUPPLY CHAIN HOLDINGS, LLC
MAXIMUS LOGISTICS SOLUTIONS, LLC
MAXIMUS TRANSPORT SYSTEMS, LLC
MAXIMUS INDUSTRIES CORPORATION
GC3 LOGISTICS, INC.
GC3 WAREHOUSING LLC and
ACTION SCS LLC,

Debtors.¹

Case No. 24-40167

Chapter 11

(Jointly Administered)

**DEBTORS' MOTION TO SELL PROPERTY FREE AND CLEAR OF ANY
INTEREST BY PRIVATE SALE TO WABASH NATIONAL, L.P.**

Maximus Supply Chain Holdings, LLC; Maximus Transport Systems, LLC; Maximus Logistics Corporation; Maximus Industries Corporation; Maximus Logistics Solutions, LLC; Action SCS, LLC; GC3 Logistics, Inc.; and GC3 Warehousing, LLC, as debtors and debtors-in-possession (each a “**Debtor**”; collectively, the “**Debtors**” or “**Maximus Group**”), by counsel and pursuant to 11 U.S.C. § 363(b) and (f), Fed. R. Bankr. P. 6004, and N.D. Ind. L.R. B-6004-1, respectfully requests the Court enter an Order authorizing the sale of the Assets (as defined herein) by private sale, free and clear of all liens, encumbrances, claims and interests, with such valid liens, encumbrances, claims, and interests, if any, to attach

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number are: Maximus Supply Chain Holdings, LLC (6729); Maximus Transport Systems, LLC (9839); Maximus Logistics Corporation (2907); Maximus Industries Corporation (0902); Maximus Logistics Solutions, LLC (0372); Action SCS, LLC (1633); GC3 Logistics, Inc. (8844); and GC3 Warehousing, LLC (4132).

to the proceeds of the sale in the order of priority established by non-bankruptcy law (the “**Sale**”). In support of this motion (the “**Sale Motion**”), Debtors state as follows:

JURISDICTION, VENUE, AND STATUTORY BASIS

1. The Court has jurisdiction over this application pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The predicates for the relief requested are sections 363(b) and (f) of title 11 of the United States Code (the “**Bankruptcy Code**”), Rule 6004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and N.D. Ind. L.R. B-6004-1.

FACTUAL BACKGROUND

4. On June 25, 2024 (the “**Petition Date**”), Debtors each filed a Voluntary Petition under Chapter 11 of Title 11 of the Bankruptcy Code.

5. Debtors continue to operate and maintain their businesses as debtors-in-possession pursuant to 11 U.S.C. §§ 1107(a) and 1108 of the Bankruptcy Code.

6. No trustee or examiner has been appointed in this Chapter 11 case and no official unsecured creditors’ committee has been appointed herein.

7. Additional information about the Debtors’ businesses, its capital structure, and the circumstances leading to these chapter 11 cases is contained in the *Declaration of Sam Bazzi in Support of Debtors’ Chapter 11 Petitions and*

Related Motions (the “**Declaration**”) filed on June 26, 2024, [Doc. No. 11], which is incorporated herein by reference.

8. Prior to the Petition Date, Debtors began negotiations with Wabash National, L.P. (“**Wabash**”) to sell certain manufacturing lines and related equipment to Wabash.

9. After extensive negotiations among the parties and subject to Court approval, Maximus Industries Corporation (“**MIC**”) and Maximus Logistics Solutions, LLC (“**MLS**”; together with MIC, “**Debtor Sellers**”), have entered into an Asset Purchase Agreement attached as **Exhibit A** and incorporated herein (the “**Purchase Agreement**”), whereby the Debtor Sellers have agreed to sell the following assets to Wabash:

- a. all assets relating to Seller’s outer cap assembly line described on Schedule 1.1(A) attached to the Purchase Agreement (the “**Outer Cap Assembly Line**”);
- b. all assets relating to Seller’s tire and wheel mounting line described on Schedule 1.1(B) attached to the Purchase Agreement (the “**Tire & Wheel Mounting Line**”);
- c. all maintenance, purchase, original quotes, capacity information, manufacturer’s information, design certifications and other certifications, drawings, specifications, sources, engineering books and records, environmental reports, studies, audits, records, sampling data, site assessments, risk assessments and similar books and records

relating to the Assets and the Kepner Facility (the “**Books and Records**”);

- d. all maintenance and repair parts and similar inventories described on Schedule 1.1(D) attached to the Purchase Agreement;
 - e. all rights under manufacturer warranties and all similar rights against third parties to the extent relating to the Assets; and
 - f. all proceeds under insurance policies and rights of recovery relating thereto that arise after the date of the Purchase Agreement and are pending as of the Closing, in each case, solely with respect to the Assets and/or the Kepner Facility (as defined below),
- (collectively, the “**Assets**”).

10. Each of the Assets is owned by MIC with the exception the Ingersoll Rand Air Compressor systems and equipment accessories financed under Contract # 40513611 (the “**Ingersoll Rand Air Compressors**”), which are part of the Tire & Wheel Mounting Line and which are owned by MLS.

11. Pursuant to the Purchase Agreement and as set forth in Debtors’ *Motion to Assume and Assign Unexpired Lease with Stag Lafayette 2, LLC*, MIC is also seeking authority to assume and assign its Lease dated April 6, 2021 with Stag Lafayette 2, LLC, as landlord, and MIC, as tenant, with respect to certain premises comprised of a parcel of land and the improvements thereon (containing approximately 120,000 square feet of space) at 1530-1540 Kepner Drive, Lafayette, Indiana (the “**Kepner Facility**”) to Wabash.

12. After consulting with other potential buyers of the Assets, Debtors are confident that the sale of the Assets to Wabash maximizes the value of the Assets and is in the best interest of the bankruptcy estates and their creditors.

13. Pursuant to the Purchase Agreement, the Debtor Sellers are selling the Assets to Wabash for a total purchase price of \$9,950,000.00 (the “**Purchase Price**”).

14. Pursuant to the Purchase Agreement, the sale of the assets to Wabash is subject to Court approval.

15. Additionally, the sale requires Debtors to operate and maintain the Assets in the ordinary course of business and use commercially reasonable efforts to (a) take or cause to be taken all actions necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement; (b) keep in full force and effect present insurance policies or other comparable insurance relating to the Assets; and (c) continue to employ the Key Employees.²

16. Although Wabash is a current customer of Debtors, there is no other known relationship between Debtors and Wabash.

17. Based on reasonably diligent inquiry, Debtors believe the following parties may assert liens, encumbrances, claims or interests in one or more of the Assets owned by MIC:

- a. Centier Bank (“**Centier**”) arising from UCC-1 Financing Statement that was filed with the Secretary of State’s Office in Indiana on February 1, 2021, as Filing No. 202102012736287, asserting a lien against MIC’s inventory, equipment, accounts (including but not limited to all health-

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

care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property;

- b. Meridian Equipment Finance LLC arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on April 23, 2021, as Filing No. 202104232770646, asserting a lien against MIC's Amada TPW200FRX Double Crank Gap Frame Mechanical Press;
- c. Blue Bridge Financial, LLC arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on April 30, 2021, as Filing No. 202104302773677 , asserting a lien against MIC's 2021 Fanuc M710 Robot;
- d. The Community Investment Fund of Indiana, Inc. arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on June 24, 2021, as Filing No. 202106242796478, asserting a lien against all of MIC's assets;
- e. Indiana Community Business Credit Corporation arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on June 24, 2021, as Filing No. 202106242796479, asserting a lien against all of MIC's assets;

- f. Lynx Capital Corporation arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on June 24, 2021, as Filing No. 2202106242796480, asserting a lien against all of MIC's assets;
- g. Indiana Statewide Certified Development Corporation arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on December 2, 2022, as Filing No. 202212023006215, asserting a lien against all of MIC's equipment and machinery, furniture and fixtures (including software) acquired with loan or project proceeds, including all replacements and substitutions, wherever located, together with all attachments, accessories, parts and tools belonging thereto or for use in connection therewith, together with all proceeds and products therefrom;
- h. US Small Business Administration arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on December 2, 2022, as Filing No. 202212023006215, asserting a lien against all of MIC's equipment and machinery, furniture and fixtures (including software) acquired with loan or project proceeds, including all replacements and substitutions, wherever located, together with all attachments, accessories, parts and tools belonging thereto or for use in connection therewith, together with all proceeds and products therefrom;
- i. M&T Equipment Finance Corporation arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on December 14, 2022, as Filing No. 202212143010564, asserting a lien against all of MIC's assets;
- j. Cambridge Ventures, L.P. arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on March 8, 2023, as Filing No. 202303083040691, asserting a lien against all of MIC's assets;
- k. OP 4 Loan Fund LLC arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on April 13, 2023, as Filing No. 202304133054522, asserting a lien against all of MIC's assets;
- l. Dominion Technologies Group, Inc. arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on May 23, 2023, as Filing No. 202305233069826, asserting a lien against MIC's Semi Truck Trailer Tire and Wheel Equipment for 17.5",

19.5", 22.5" and 24.5" Assemblies, DTG # 34379, including any and all components, parts, accessions, replacements, exchanges, substitutions, improvement, modifications, accessories, attachments and additions thereto and therefor and the proceeds thereof including, without limitation, all sales or liquidation proceeds, all insurance claims, all insurance proceeds and all other proceeds thereof;

- m. Libertas Funding, LLC arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on September 25, 2023, as Filing No. 202309253110811, asserting a lien against all of MIC's assets;
- n. CT Corporation System, as representative, arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on October 26, 2023, as Filing No. 202310263121720, asserting a lien against all of MIC's assets;
- o. CT Corporation System, as representative, arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on January 22, 2024, as Filing No. 202401223151451, asserting a lien against all of MIC's assets,

(collectively, the "**MIC Interested Parties**").

18. Based on reasonably diligent inquiry, Debtors believe the following parties may assert liens, encumbrances, claims or interests in one or more of the Assets owned by MLS:

- a. Centier arising from UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on February 1, 2021, as Filing No. 202102012736285, asserting a lien against MLS's inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or

any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property;

- b. The Community Investment Fund of Indiana, Inc. arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on June 24, 2021, as Filing No. 202106242796487, asserting a lien against all of MLS's assets;
- c. Indiana Community Business Credit Corporation arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on June 24, 2021, as Filing No. 202106242796488, asserting a lien against all of MLS's assets;
- d. Lynx Capital Corporation arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on June 24, 2021, as Filing No. 202106242796489, asserting a lien against all of MLS's assets;
- e. Advantage Platform Services, Inc. arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on March 21, 2022, as Filing No. 202203212909102, asserting a lien against all of MLS's present and future accounts, chattel paper, deposit accounts, personal property, assets and fixtures, general intangibles, instruments, equipment, inventory;
- f. M&T Equipment Finance Corporation arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on December 14, 2022, as Filing No. 202212143010562, asserting a lien against all of MLS's assets;
- g. Sam Bazzi arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on January 19, 2023, as Filing No. 202301193022722, asserting a lien against all of MLS's assets;

- h. CT Corporation System, as representative, arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on January 25, 2023, as Filing No. 202301253024999, asserting a lien against all of MLS's assets;
- i. Western Equipment Finance (k/n/a U.S. Bank) arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on January 31, 2023, as Filing No. 202301313026880, asserting a lien against MLS's Ingersoll Rand Air Compressor system and Equipment accessories financed under Contract # 40513611 together with all present and future attachments, accessories, replacement parts, additions and all cash and non-cash proceeds thereof;
- j. Cambridge Ventures, L.P. arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on March 8, 2023, as Filing No. 202303083040690, asserting a lien against all of MLS's assets;
- k. OP 4 Loan Fund LLC arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on April 13, 2023, as Filing No. 202304133054527, asserting a lien against all of MLS's assets;
- l. Libertas Funding, LLC arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on September 25, 2023, as Filing No 202309253110811, asserting a lien against all of MLS's assets;
- m. CT Corporation System, as representative, arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on October 26, 2023, as Filing No. 202310263121720, asserting a lien against all of MLS's assets;
- n. CT Corporation System, as representative, arising from a UCC-1 Financing Statement that was filed with the Secretary of State's Office in Indiana on January 22, 2024, as Filing No. 202401223151451, asserting a lien against all of MLS's assets,

(collectively, the “**MLS Interested Parties**”; collectively with the MIC Interest Parties, the “**Interested Parties**” and each an “**Interested Party**”).

19. On information and belief, there are no other liens, encumbrances, claims of record, or other interests in connection with the Assets.

RELIEF REQUESTED

20. By this Motion, Debtors requests entry of an Order as follows:
- a. Authorizing Debtor Sellers to sell the Assets outside the ordinary course of business pursuant to section 363(b) of the Bankruptcy Code at a private sale to Wabash pursuant to the terms of the Purchase Agreement;
 - b. Directing that, pursuant to section 363(f) of the Bankruptcy Code, the sale of the Assets shall be free and clear of all liens, encumbrances, claims and interests (including but not limited to any interest held by the Interested Parties), with all such valid liens, encumbrances, claims, and interests attaching to the sale proceeds in the same order, priority, and validity that presently exists;
 - c. Authorizing Debtors to execute any documentation necessary to effectuate the sale of the Assets;
 - d. Authorizing and directing Debtors to retain the proceeds from the sale until further order by the Court; and
 - e. Waiving the requirements of Bankruptcy Rule 6004(h).

GROUND FOR RELIEF REQUESTED

A. Sale of the Assets Pursuant to Section 363(b)

21. After notice and a hearing, section 363(b) of the Bankruptcy Code authorizes the sale of property of the estate outside the ordinary course of business if the debtor has articulated a business justification for the sale. *In re Schipper*, 933 F.2d 513, 515 (7th Cir. 1991) (internal citations omitted). The Seventh Circuit has clarified that approval is warranted if it “makes good business sense” (i.e., if “the creditors as a whole ... benefit”). *In re Dvorkin Holdings, LLC*, 2016 WL 1029387 at

*4 (quoting *Retired Pilots Ben. Prot. Ass'n v. United Airlines, Inc.*, 443 F.3d 565, 571-72 (7th Cir. 2006)).

22. Pursuant to Bankruptcy Rule 6004(f)(1), “[a]ll sales not in the ordinary course of business may be by private sale or by public auction.”

23. Debtors determined that the sale of the Assets by private sale to Wabash pursuant to the terms of the Purchase Agreement is in the best interest of the bankruptcy estates and their creditors. Based on Debtors’ knowledge and experience, the sale of the Assets maximizes the value of the Assets while allowing Debtors to downsize their footprint and focus on their other operations.

B. Sale Free and Clear of Any Interest Pursuant to Section 363(f)

24. Section 363(f) of the Bankruptcy Code provides that a debtor may sell property under section 363(b) of the Bankruptcy Code “free and clear of any interest in such property of an entity other than the estate, only if— . . . (2) such entity consents; (3) such interest is a lien and the price at which the property is to be sold is greater than the aggregate value of all liens on such property; (4) such interest is in bona fide dispute; or (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

25. Prior to the filing of this Motion, the following Interested Parties have stated that they consent to the sale of the Assets to Wabash pursuant to the terms of the Purchase Agreement:

- a. Centier;
- b. The Community Investment Fund of Indiana, Inc.;

- c. Indiana Community Business Credit Corporation;
- d. Sam Bazzi;
- e. Lynx Capital Corporation;
- f. Cambridge Ventures, L.P.;
- g. OP 4 Loan Fund LLC; and
- h. M&T Equipment Finance Corporation.

26. Therefore, the Assets can be sold free and clear of the interests of the foregoing Interested Parties pursuant to section 363(f)(2) of the Bankruptcy Code.

27. The Purchase Price and allocation to certain of the Assets is sufficient to pay any purchase money security interest (“**PMSI**”) that may exist asserted by the following Interested Parties:

- a. Meridian Equipment Finance LLC;
- b. Blue Bridge Financial, LLC;
- c. Western Equipment Finance (k/n/a U.S. Bank); and
- d. Dominion Technologies Group, Inc.

28. Therefore, the Assets can be sold free and clear of the interests of the foregoing Interested Parties pursuant to section 363(f)(3) of the Bankruptcy Code.

29. With respect to the purported liens, encumbrances, claims and/or interests of the following Interested Parties:

- a. Libertas Funding, LLC;
- b. Advantage Platform Services, Inc.; and
- c. Entities represented by CT Corporation,

such liens, encumbrances, claims, and/or interest are based on Merchant Cash Advances, which are disputed as being secured, perfected, or based on enforceable agreements under New York law.

30. The Seventh Circuit has held that to determine what constitutes a bona fide dispute, “the bankruptcy court must determine whether there is an objective basis for either a factual or legal dispute as to the validity of debt.” *In re Busick*, 831 F.2d 745, 750 (7th Cir. 1987). “Under this standard, a court need not determine the probable outcome of the dispute, but merely whether one exists.” *See In re Octagon Roofing*, 123 B.R. 583, 590 (Bankr. N.D. Ill. 1991) (citing *Busick*, 831 F.2d at 750); *see also In re Smylie Bros. Brewing Co.*, 651 B.R. 252, 260 (Bankr. N.D. Ill. 2023) (“The court need not resolve these issues . . . The existence of an objective basis for these issues, however, means that there is a bona fide dispute as to [creditor’s] interest in this estate property. Since there is a bona fide dispute regarding [creditor’s] interest, Debtors may sell property free and clear of that interest.”).

31. The purpose behind section 363(f)(4) of the Bankruptcy Code is to allow the sale of property of the estate free and clear of disputed interests so the liquidation of the assets is not unnecessarily delayed while the disputes are being litigated. *Moldo v. Clark (In re Clark)*, 266 B.R. 163, 171 (B.A.P. 9th Cir. 2001).

32. Here, Debtors have an objective basis to dispute the purported interests held by the foregoing Interested Parties, and therefore, pursuant to section 363(f)(4) of the Bankruptcy Code, Debtors can sell the Assets free and clear of any alleged interest held by these Interested Parties.

33. Moreover, because the alleged liens and security interests of the Interested Parties other than Centier and the holders of valid, properly perfected PMSIs are all junior to the liens and security interests held by Centier, their holders could be required in a foreclosure by the senior lender to accept a monetary satisfaction of their junior liens, after senior liens were paid in full. Therefore, the proposed sale also satisfies section 363(f)(5) of the Bankruptcy Code.

34. Finally, to the extent any Interested Party receives notice of this Motion, the hearing thereon, and the deadline for objecting thereto, and such Interested Party does not timely file an objection to the relief requested herein, such Interested Party should be deemed to have consented to such relief, pursuant to section 363(f)(5). *See FutureSource LLC v. Reuters Ltd.*, 312 F.3d 281, 285 (7th Cir. 2002) (stating that for the purposes of 11 U.S.C. § 363(f)(2), notice combined with “lack of objection ... counts as consent”).

35. Based on all of the foregoing, the Assets can be sold free and clear of all interests of all of the Interested Parties.

36. Pursuant to N.D. Ind. L.R. B-6004-1(d), all proceeds from the sale of the Assets will be held until further order of the Bankruptcy Court with all such valid liens, encumbrances, claims, and interests attaching to such proceeds in the same order, priority, and validity that presently exist.

C. Wabash’s Entitlement to Protections of Section 363(m) of the Bankruptcy Code

37. Within the meaning of section 363(m) of the Bankruptcy Code, a good faith purchaser is one who purchases assets for value, in good faith, and without

notice of adverse claims. *See In re TMT Procurement Corp.*, 764 F.3d 512, 521 (5th Cir. 2014). An appropriate characterization of good faith in a bankruptcy sale is a lack of “fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.” *In re Bleaufontaine, Inc.*, 634 F.2d 1383, 1388 n.7 (5th Cir. 1981) (quoting *In re Rock Indus. Mach. Corp.*, 572 F.2d 1195, 1198 (7th Cir. 1978)).

38. Here, Debtors engaged in extensive good faith, arm’s-length discussions with Wabash to reach an agreement that is mutually beneficial to Debtors and Wabash. Debtors and Wabash were each represented by separate counsel in connection with the negotiation and documentation of the sale. Accordingly, Debtors request that the Court determine that Wabash has negotiated and acted at all times in good faith and, as a result, is entitled to the full protections of good faith purchasers under section 363(m) of the Bankruptcy Code.

D. Waiver of Bankruptcy Rule 6004(h)

39. Bankruptcy Rule 6004(h) provides that “[a]n order authorizing the sale, use or lease of property other than cash collateral is stayed until the expiration of fourteen days after entry of the order, unless the court orders otherwise.”

40. Debtors request any Order authorizing the sale of the Assets be effective immediately upon entry of the order to allow Debtors to timely and expeditiously consummate the proposed sale and minimize the administrative expenses associated with continued operation of the Assets (as required by the Purchase Agreement), which will benefit Debtors and their creditors.

NOTICE

41. Pursuant to Bankruptcy Rule 1007(d) and N.D. Ind. L.R. B-6004-1(b), notice of this Motion will be provided to all creditors and parties in interest and to the following:

- a. The United States Trustee;
- b. Stag Lafayette 2, LLC;
- c. All federal and state taxing authorities, including, without limitation, the Internal Revenue Service, to which any of the Debtors is subject;
- d. The state attorneys' general for states in which Debtors conduct business;
- e. Each of Debtors' 20 largest unsecured creditors; and
- f. Each of the Interested Parties,

(collectively, the "**Notice Parties**"). In accordance with Bankruptcy Rule 6004(c), this Motion and the related objection notice will be served on the Notice Parties in the manner of service provided for service of a summons and complaint pursuant to Bankruptcy Rule 7004.

WHEREFORE, Debtors respectfully request the Court enter an Order authorizing the sale of the Assets on the terms set forth herein and grant Debtors all other just and proper relief.

Respectfully submitted,

/s/ Sarah L. Fowler

Sarah L. Fowler, Attorney No. 30621-49

Jason R. Burke, Attorney No. 19727-49

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Counsel for Debtors and Debtors in Possession

CERTIFICATE OF SERVICE

I hereby certify that on September 5, 2024, a copy of the foregoing was filed electronically. Notice of this filing will be sent to parties through the Court's Electronic Case Filing System. Parties may access this filing through the Court's system.

I further certify that on September 5, 2024, a copy of the foregoing was mailed by first-class U.S. Mail, postage prepaid, and properly addressed to the following:

N/A

/s/ Sarah L. Fowler

Sarah L. Fowler

EXHIBIT A – ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”) is entered into as of the 5th day of September, 2024, by and among Maximus Industries Corporation, an Indiana corporation (“MIC”), Maximus Logistics Solutions, LLC, an Indiana limited liability company (“MLS”; MIC and MLS are, singly and jointly as the context requires, referred to herein as “Seller”), and Wabash National, L.P., a Delaware limited liability partnership (“Purchaser”).

A. On June 25, 2024 (the “Petition Date”), Seller and certain Affiliates filed in the United States Bankruptcy Court for the Northern District of Indiana (the “Bankruptcy Court”) voluntary petitions for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), thereby commencing cases that are being jointly administered for procedural purposes as *In re Maximus Supply Chain Holdings, LLC, et al.*, Case No. 24-40167 (collectively, the “Bankruptcy Case”).

B. Purchaser wishes to purchase from Seller, and Seller is willing to sell to Purchaser, certain assets relating to Seller’s Outer Cap Assembly Line and Tire & Wheel Mounting Line (as such terms are defined in Section 1.1 below) in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, sections 105, 363, and 365 of the Bankruptcy Code, in accordance with the other applicable provisions of the Bankruptcy Code and of the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court (together, the “Bankruptcy Rules”), all on the terms and subject to the conditions set forth in this Agreement and the Sale Order (as defined in Section 6.3 below) and subject to entry of the Sale Order.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Purchaser and Seller agree as follows:

ARTICLE I

SALE OF ASSETS

1.1 Purchased Assets. Subject to the terms, provisions and conditions contained in this Agreement, Purchaser shall purchase from Seller, and Seller shall sell, convey and cause to be conveyed to Purchaser, free and clear of all Liens all of Seller’s right, title, and interest in and to the following (collectively, the “Assets”):

(A) all assets relating to Seller’s outer cap assembly line described on Schedule 1.1(A) attached hereto (the “Outer Cap Assembly Line”);

(B) all assets relating to Seller’s tire and wheel mounting line described on Schedule 1.1(B) attached hereto (the “Tire & Wheel Mounting Line”);

(C) all maintenance, purchase, original quotes, capacity information, manufacturer’s information, design certifications and other certifications, drawings, specifications, sources, engineering books and records, environmental reports, studies, audits, records, sampling

data, site assessments, risk assessments and similar books and records relating to the Assets and the Kepner Facility (the “Books and Records”);

(D) all maintenance and repair parts and similar inventories described on Schedule 1.1(D) attached hereto; and

(E) that certain Lease dated April 6, 2021 pursuant to which Stag Lafayette 2, LLC, a Delaware limited liability company (the “Landlord”) leased to MIC certain premises commonly known as 1530–1540 Kepner Drive, Lafayette, Indiana (the “Kepner Facility”), together with all rights, title and interest of Seller in and to leasehold improvements relating thereto, including, but not limited to, security deposits, reserves or prepaid rents paid in connection therewith (collectively, and including any amendments, extensions, renewals, guaranties, and other agreements with respect thereto, the “Kepner Lease”);

(F) all rights under manufacturer warranties and all similar rights against third parties to the extent relating to the Assets;

(G) all proceeds under insurance policies and rights of recovery relating thereto that arise after the date hereof and are pending as of the Closing, in each case, solely with respect to the Assets and/or the Kepner Facility.

1.2 Excluded Assets. Other than the Assets, Purchaser is not purchasing or acquiring, and Seller is not selling or assigning, any other assets or properties of Seller, and all such other assets and properties shall be excluded from the assets sold by Seller to Purchaser hereunder (the “Excluded Assets”).

1.3 Assumed Liabilities. On the terms and subject to the conditions set forth herein and in the Sale Order, at the Closing, Purchaser shall assume, effective as of the Closing, and shall timely pay, perform and discharge in accordance with their respective terms, only the following liabilities of Seller, other than any that are Excluded Liabilities (as defined in Section 1.4 below) (collectively, the “Assumed Liabilities”): the liabilities and obligations of MIC under the Kepner Lease, but only to the extent (a) such liabilities or obligations arise after the Closing Date and (b) the Kepner Lease is assigned to Purchaser at Closing, and, in any case, specifically excluding any liability or obligation relating to or arising out of the Kepner Lease as a result of (1) any breach or default of the Kepner Lease occurring on or prior to the Closing Date, (2) any violation of applicable Law or tort occurring on or prior to the Closing Date, or (3) any Action occurring on or prior to the Closing Date.

1.4 Excluded Liabilities. Purchaser is not assuming or agreeing to assume any liabilities or obligations of Seller of any nature whatsoever other than the Assumed Liabilities (collectively, the “Excluded Liabilities”), including, but not limited to, the following:

(A) any of Seller’s liabilities or obligations under this Agreement or any other agreements entered into by a Seller in connection with the transactions contemplated by this Agreement;

(B) any of Seller’s liabilities or obligations for expenses or fees incident to or arising out of the negotiation, preparation, approval or authorization of this Agreement or the consummation (or preparation for the consummation) of the transactions contemplated hereby (including all attorneys’ and accountants’ fees and brokerage fees) and transfer taxes;

(C) any liability or obligation of any Seller or any of its Affiliates for taxes for any period;

(D) any liability or obligation under or with respect to any employee benefit plan, program, policy or arrangement presently or formerly maintained or contributed to by a Seller or any Affiliates, or with respect to which a Seller or any Affiliate has any liability;

(E) any liability or obligation with respect to any products or services that were marketed or sold prior to the Closing, including product liability, malpractice, tort liability, infringement claims and any related claims and Actions;

(F) any of Seller's liabilities or obligations for vacation pay, sick pay, holiday pay, salary, bonuses or other payments or liabilities or obligations of any kind to any employee of Seller or current or former employee of a Seller, including any liabilities or obligations arising prior to the Closing with respect to the exempt or non-exempt status of any employee of Seller;

(G) any liability or obligation relating to workers' compensation claims which were filed or presented on or before the Closing Date or which are filed or presented after the Closing Date but relate to claims and/or injuries first arising on or before the Closing Date;

(H) any of Seller's liabilities or obligations (i) arising by reason of any violation or alleged violation of any Law, or (ii) arising by reason of any breach or alleged breach by Seller of any Contract;

(I) any of Seller's liabilities or obligations relating to any Action, proceeding or claim arising out of or in connection with Seller's conduct of its business or any other conduct of Seller or Seller's officers, directors, managers, employees, consultants, agents or advisors on or prior to the Closing Date;

(J) any liabilities or obligations in respect of any of the Excluded Assets;

(K) any of Seller's liabilities or obligations which Purchaser may become liable for as a result of or in connection with the failure by Purchaser or any Seller to comply with any bulk sales or bulk transfers laws or as a result of any "de facto merger" or "successor-in-interest" (or similar) theories of liability;

(L) any intercompany liabilities of Seller;

(M) any claims and causes of action arising under the Kepner Lease; and

(N) any of Seller's liabilities or obligations under any contract or agreement, whether arising before, on, or after the Petition Date, including, without limitation, any liability or obligation required to be paid by Seller pursuant to section 365 of the Bankruptcy Code on account of Seller's assumption of any executory contract, unexpired lease, or other contract or agreement, whether written or oral ("Cure Costs"), including in connection with the assumption by Seller and assignment to Purchaser of the Kepner Lease.

Each of MIC and MLS hereby acknowledge that they are each retaining the Excluded Liabilities, all of which Excluded Liabilities shall be treated in accordance with the Bankruptcy Code and any relevant orders of the Bankruptcy Court.

ARTICLE II PURCHASE PRICE

2.1 Purchase Price. The purchase price for the Assets shall be \$9,950,000.00 (the “Purchase Price”). Purchaser will deliver within three Business Days after the date of this Agreement to Computershare Trust Company, N.A., a national banking association organized under the laws of the United States, as escrow agent (the “Escrow Agent”), in escrow, the sum of \$1,000,000.00 as an initial deposit (the “Deposit”) for the payment of the Purchase Price. The Deposit shall be held in escrow by the Escrow Agent as escrow agent under this Agreement and disbursed by Escrow Agent in accordance with this Agreement and the escrow agreement attached as Exhibit 2.1 (the “Escrow Agreement”). At the Closing, Purchaser shall deliver, or cause to be delivered, to Seller an amount equal to the Purchase Price less the Deposit, by wire transfer of immediately available funds to such bank account as shall be designated in writing by Seller at least two Business Days prior to the Closing. At least two Business Days prior to the Closing, authorized representatives of Seller and Purchaser shall execute and deliver joint written instructions to the Escrow Agent pursuant to the Escrow Agreement instructing the Escrow Agent to disburse the Deposit to Seller at the Closing by wire transfer of immediately available funds in accordance with the Escrow Agreement.

2.2 Purchase Price Allocation. The Purchase Price shall be allocated as set forth in Schedule 2.2. The parties shall be bound by such allocation for all purposes and shall file Form 8594 with their respective federal income tax returns in a manner consistent with such allocation.

ARTICLE III TRANSFER AND ASSIGNMENT

3.1 Bill of Sale. At the Closing, Seller shall convey and cause to be conveyed all of Seller’s right, title and interest in and to the Assets (other than the Kepner Lease) to Purchaser by delivery to Purchaser of a Bill of Sale in the form attached as Exhibit 3.1 (the “Bill of Sale”), duly executed by Seller, which Bill of Sale shall convey Seller’s right, title and interest in the Assets (other than the Kepner Lease), free and clear of all Liens, all as and to the extent provided for in the Sale Order (as defined below).

3.2 Assignment and Assumption of Lease. At the Closing, Seller shall convey and cause to be conveyed all of Seller’s right, title and interest in and to the Kepner Lease to Purchase by delivery to Purchaser of an Assignment and Assumption and Amendment of Lease Agreement in the form attached as Exhibit 3.2 (the “Assignment and Assumption of Lease”), duly executed by MIC and the Landlord, which Assignment and Assumption of Lease shall convey Seller’s right, title and interest, in the Kepner Lease free and clear of all Liens, all as and to the extent provided for in the Sale Order pursuant to section 365 of the Bankruptcy Code.

3.3 PURCHASER ACKNOWLEDGEMENT. PURCHASER ACKNOWLEDGES AND AGREES THAT THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER IN THIS AGREEMENT, AS QUALIFIED OR SUPPLEMENTED BY THE DISCLOSURE SCHEDULES (THE “SELLER REPRESENTATIONS”), ARE THE EXCLUSIVE REPRESENTATIONS AND WARRANTIES MADE BY SELLER, AND EXCEPT FOR THE SELLER REPRESENTATIONS, IT IS ACQUIRING THE ASSETS WITHOUT REPRESENTATION OR WARRANTY BY SELLER. EXCEPT FOR THE SELLER

REPRESENTATIONS AND THE 90-DAY WARRANTY (AS DEFINED IN SECTION 8.2), SELLER HAS NOT MADE NOR SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE ASSETS.

ARTICLE IV CLOSING

4.1 Date and Place. Subject to the terms and conditions of this Agreement (including the satisfaction or waiver of the conditions set forth in Article VII, the closing (the “Closing”) of the transactions contemplated herein shall be held virtually by the exchange of documents via PDF on the day that is five Business Days following the satisfaction or waiver of the conditions set forth in Article VII or at such other date as determined by the parties hereto. The date on which the Closing actually occurs is referred to in this Agreement as the “Closing Date”. The Closing shall be deemed to be effective as of 12:01 a.m. on the Closing Date. Notwithstanding the foregoing, the parties may mutually agree to a different Closing Date.

4.2 Seller’s Deliverables. At the Closing, Seller will deliver or cause to be delivered to Purchaser the following documents in form and substance reasonably satisfactory to Purchaser:

- (A) the Bill of Sale pursuant to Section 3.1 hereof;
- (B) the Assignment and Assumption Agreement pursuant to Section 3.2 hereof;
- (C) certified resolutions of each Seller authorizing the transactions under this Agreement;
- (D) complete copies of the Books and Records;
- (E) an IRS Form W-9 (Request for Taxpayer Identification Number and Certification), duly completed and executed by each Seller; and
- (F) a certified copy of the Sale Order, which shall have become final and non-appealable.

4.3 Purchaser’s Deliverables. At the Closing, Purchaser will deliver or cause to be delivered to Seller the following:

- (A) the Purchase Price in accordance with Section 2.1; and
- (B) the Assignment and Assumption Agreement, duly executed by Purchaser.

4.4 Possession. Possession of the Assets (including the Kepner Facility) shall be delivered to Purchaser on the Closing Date. All Assets shall be located at the Kepner Facility on the Closing Date and possession thereof delivered to Purchaser on such date.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE PARTIES

5.1 Representations and Warranties of Seller. Subject to disclosures made in the disclosure schedules delivered by Seller to Purchaser concurrently with the execution of this

Agreement (the “Disclosure Schedules”), Seller hereby represents and warrants to Purchaser as of the date of this Agreement and as of the Closing as follows:

(A) Due Organization. MIC is a corporation, duly organized and validly existing under the laws of the State of Indiana. MLS is a limited liability company, duly organized and validly existing under the laws of the State of Indiana. Each Seller has the requisite corporate or limited liability company power and authority, as applicable, to enter into this Agreement and to perform its obligations hereunder. There is no jurisdiction where Seller is not registered as a foreign company or foreign corporation or otherwise not in good standing where the failure to be so registered could have an adverse effect on the Assets.

(B) Power and Authority; Enforceability; Consents. Subject to entry of the Sale Order, the execution, delivery and performance of this Agreement by each Seller and all other agreements referenced in or ancillary hereto to which such Seller is a party and the consummation of the transactions contemplated herein by such Seller:

(i) are within its corporate or limited liability company powers, as applicable, and are not in contravention of the terms of its articles of organization, articles of incorporation, operating agreement, bylaws or other organizational documents or any amendments thereto and have been duly authorized by all appropriate corporate and limited liability company action, as applicable;

(ii) will not violate any judgment of any court or Governmental Entity applicable to such Seller or the Assets;

(iii) will not require the approval, consent or authorization of, waiver from, or declaration, filing or registration with, any other Person or Governmental Entity; and

(iv) will neither conflict with nor result in any breach or contravention of any other Contract to which such Seller is a party or by which it or the Assets is bound.

(C) Binding Agreement. Subject to entry of the Sale Order, this Agreement and all agreements to which Seller will become a party hereunder are and will constitute the valid and legally binding obligations of Seller, and are and will be enforceable against Seller in accordance with the respective terms hereof and thereof, except as enforceability may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors’ rights generally and except as enforceability may be subject to general principles of equity.

(D) Assets. Seller has good and valid title to the Assets (including a leasehold interest in the Kepner Facility), and upon entry of the Sale Order such Assets shall be free and clear of all Liens. No Affiliate of Seller has any right, title or interest in or to any of the Assets. Except as set forth in Schedule 5.1(D), (i) the Assets constitute all of the assets, properties and rights necessary for the operation of the Outer Cap Assembly Line and the Tire & Wheel Mounting Line, respectively, as each is currently conducted, (ii) no software, computer hardware, servers, networks, platforms, peripherals or similar or related items of automated, computerized, or other information technology (IT) networks or systems or any other rights, property or assets not included in the Assets are required in order to produce such products as currently produced; and (iii) none of the Assets were fabricated, produced or manufactured by Seller or any of Seller’s Affiliates.

(E) Key Employees. Schedule 5.1(E) sets forth a true, correct, and complete list of (1) the employees currently used to operate the Assets (the “Key Employees”) and (2) for each Key Employee, each such individual’s location of employment, date of hire, classification as exempt or non-exempt (as applicable), W-2 compensation for 2023 (including bonus and incentive payments), year-to-date compensation for 2024 (including bonus and incentive payments), current hourly rate or annual base salary, and any annual bonus opportunity, job titles or offices, notice period, whether such individual is on leave or furlough status, and the reason for leave of absence or furlough status and the anticipated date of return to full service, if known. Except as set forth on Schedule 5.1(E), as of the Closing Date, (i) all compensation, including wages, commissions, bonuses, vacation and other paid time off, and other direct compensation for any service performed for the Seller payable to any of the Key Employees for services or work performed on or prior to the Closing Date have been paid in full and (ii) Seller is not subject to any pending claim for overdue overtime or other compensation due to any Key Employee. Seller is not a party to or bound by any collective bargaining agreement or other Contract, commitment, arrangement or bargaining relationship with any labor organization, trade organization, or other representative of any employees, and no employee is represented by a labor union or other labor organization.

(F) Kepner Lease. Seller has delivered to Purchaser a true and complete copy of the Kepner Lease. Except as set forth on Schedule 5.1(F), (i) the Kepner Lease is valid, binding, enforceable and in full force and effect, and Seller enjoys peaceful and undisturbed possession of the Kepner Facility; (ii) Seller has not subleased, assigned or otherwise granted to any Person the right to use or occupy the Kepner Facility or any portion thereof; (iii) Seller has not pledged, mortgaged or otherwise granted a Lien on its leasehold interest in the Kepner Facility; and (iv) after giving effect to the Sale Order, the Kepner Lease shall be legal, valid, binding, enforceable and in full force and effect. Schedule 5.1(F) sets forth Seller’s good faith estimate of the Cure Costs associated with the Kepner Lease.

(G) No Proceedings. Except as set forth on Schedule 5.1(G), there are no Actions, administrative proceedings, or other legal actions of any kind pending or, to Seller’s Knowledge, threatened, against Seller relating to or affecting the Assets, the Kepner Facility, the Key Employees or seeking to restrain, prohibit or obtain damages in connection with this Agreement or the transactions contemplated hereby.

(H) Permits. No permits, licenses, certificates, waivers, approvals, authorizations and consents are required to be obtained from any Governmental Entity in order to own, use, service or operate the Assets or the Kepner Facility.

(I) Brokerage. No agent, broker, Person or firm acting on behalf of Seller is, or shall be, entitled to any broker’s fees, finder’s fees or commissions from Seller in connection with this Agreement or any of the transactions contemplated hereby.

5.2 Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as follows:

(A) Due Organization. Purchaser is a limited partnership duly organized, validly existing and in good standing under the laws of Delaware. Purchaser has the requisite limited partnership power and authority to enter into this Agreement, perform its obligations hereunder and to conduct its business or operations as now being conducted.

(B) Power and Authority; Enforceability; Consents. The execution, delivery and performance of this Agreement by Purchaser and all other agreements referenced in or ancillary hereto to which it is a party and the consummation of the transactions contemplated herein by Purchaser (except as would not have a material adverse effect on the ability of Purchaser to consummate the transactions contemplated by this Agreement):

(i) are within its powers and are not in contravention of the terms of its certificate of limited partnership or any amendments thereto and have been duly authorized by all requisite limited partnership action;

(ii) will neither conflict with nor result in any breach or contravention of, or the creation of any lien under, any indenture, agreement, lease, instrument or understanding to which Purchaser is a party or by which Purchaser is bound;

(iii) will not violate any judgment of any court or Governmental Entity applicable to Purchaser; and

(iv) will not require the approval or consent of any other party or authority.

(C) Binding Agreement. This Agreement and all other agreements to which Purchaser will become a party hereunder are and will constitute the valid and legally binding obligations of Purchaser and are and will be enforceable against it in accordance with the respective terms hereof and thereof, except as enforceability may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity.

(D) Financing. Purchaser has and will have at the Closing the funds sufficient to pay the Purchase Price and perform its obligations under this Agreement.

ARTICLE VI COVENANTS PRIOR TO THE CLOSING

6.1 Seller Operations. Subject to the obligations of Purchaser pursuant to Section 8.2, between the date of this Agreement and the earlier of the date of the termination of this Agreement and the Closing Date, Seller will operate and maintain the Assets in the ordinary course of business and, without limiting the foregoing, will use its commercially reasonable efforts to:

(A) take or cause to be taken all actions necessary and appropriate to consummate the transactions contemplated by this Agreement, including without limitation those necessary to enable Seller to make the deliveries set forth in Section 4.2;

(B) keep in full force and effect present insurance policies or other comparable insurance relating to the Assets; and

(C) continue to employ the Key Employees.

6.2 Bankruptcy Actions.

(A) Seller shall use commercially reasonable efforts to obtain entry by the Bankruptcy Court of the Sale Order.

(B) Seller shall take all commercially reasonable actions required to assume the Kepner Lease and to assign it to Purchaser, including taking all actions (i) reasonably requested by Purchaser to facilitate any negotiations with the Landlord and (ii) to obtain an order (which may be the Sale Order) containing a finding that the proposed assumption and assignment of the Kepner Lease to Purchaser satisfies all applicable requirements of Section 365 of the Bankruptcy Code.

(C) At the Closing, (i) Seller, pursuant to the Assignment and Assumption Agreement, shall assume and assign to Purchaser the Kepner Lease and pay promptly any Cure Costs associated therewith, and (ii) Purchaser, pursuant to the Assignment and Assumption Agreement, shall assume and perform and discharge the Assumed Liabilities under the Kepner Lease.

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

(E) Seller acknowledges and agrees that Purchaser may negotiate the terms of the Assignment and Assumption Agreement, or other amendments or modifications to the Kepner Lease, without the participation or prior approval of Seller, *provided, however*, that Purchaser shall keep Seller reasonably apprised of such negotiations.

(F) Seller shall promptly furnish Purchaser with copies of notices and other communications received by Seller from the Bankruptcy Court or from any third party and/or any Governmental Entity with respect to the Sale Order, this Agreement, the transactions contemplated by this Agreement, or Purchaser.

(G) Seller's obligations under this Agreement and in connection with the transactions contemplated hereby and thereby are subject to entry of and, to the extent entered, the terms of the Sale Order. Nothing in this Agreement shall require Seller to give testimony in, or to submit a motion to, the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or its stakeholders.

(H) From and after the date hereof until the Closing Date, Seller shall deliver to Purchaser copies of all pleadings, motions, notices, statements, schedules, applications, reports and other papers filed in the Bankruptcy Case that relate, in whole or in part, to the Sale Order, this Agreement, the Assets, the transactions contemplated by this Agreement, or Purchaser.

(I) Seller shall provide Purchaser with a reasonable opportunity to review and comment on all motions, forms of orders, and other papers to be filed by Seller with the Bankruptcy Court, prior to filing the same, in connection with the Sale Order, this Agreement, the Assets, the transactions contemplated by this Agreement, and Purchaser.

6.3 Bankruptcy Court Approval. Seller's entry into this Agreement will not become effective and binding on Seller until the Bankruptcy Court has entered an appropriate order approving Seller's entry into this Agreement and the sale of the Assets pursuant to this Agreement, which order shall be in form and substance reasonably acceptable to Purchaser (the "Sale Order"). Upon execution and delivery of this Agreement by both Seller and Purchaser, Seller shall promptly

undertake to obtain entry of the Sale Order pursuant to an appropriate sale motion (the “Sale Motion”).

6.4 Private Sale.

(A) For purposes of this Agreement, the term “Alternative Transaction” means one or more agreements to sell, transfer, or otherwise dispose of all or any portion of the Assets in a transaction or series of transactions with one or more Persons, other than Purchaser.

(B) The Sale Motion shall seek authority to sell the Assets to Purchaser, and to no Person other than Purchaser, by private sale; in particular, but without limitation, Seller shall not conduct an auction sale (“Auction”) of the Assets, unless the Bankruptcy Court, expressly and on the record of the Bankruptcy Case, requires Seller to conduct such a sale (the “Auction Requirement”).

(C) Seller shall use commercially reasonable efforts to promptly provide, or identify and make available to Purchaser, any non-public information concerning Seller or the Assets provided to any other Person after the date hereof which was not previously provided to Purchaser.

(D) Following the date of the filing of the Sale Motion and until the earlier of (i) the Closing Date and (ii) such time as this Agreement has been terminated in accordance with its terms, and provided that (x) Purchaser is not in material default of its obligations under this Agreement and (y) the Auction Requirement has not occurred, Seller shall not, nor shall it authorize or permit any other Person to, (1) directly or indirectly solicit, initiate or encourage the submission of any offer or proposal concerning any Alternative Transaction or (2) directly or indirectly participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or take any other action to facilitate the making of, any proposal or expression of interest that constitutes or is reasonably likely to lead to an Alternative Transaction.

(E) If, and only if, the Auction Requirement occurs, the sale of the Assets shall be conducted in accordance with an appropriate order of the Bankruptcy Court governing the procedures for marketing, soliciting offers for, and auctioning the Assets (the “Bid Procedures Order”). Any Bid Procedures Order shall be in form and substance reasonably acceptable to Purchaser and shall contain at least the following provisions: (i) approval of Purchaser as the stalking horse bidder for the Assets; (ii) approval of customary protections to Purchaser as the stalking horse bidder, including, without limitation, (x) approval of a break-up fee payable to Purchaser under reasonable and appropriate conditions of not more than five percent (5%) of the cash purchase price offered by Purchaser and (y) reasonable and appropriate overbid protections; and (iii) a requirement that all bidders use this Agreement as a form for competing bids.

6.5 Closing Conditions. Between the date of this Agreement and the earlier of the termination of this Agreement and the Closing Date, Seller and Purchaser will use their respective commercially reasonable efforts to cause the conditions specified in this Agreement over which they have control to be satisfied as soon as reasonably practicable, but in all events before the Closing Date.

6.6 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration and other substantially similar taxes incurred in connection with this Agreement and the consummation of the transactions contemplated hereby (collectively, “Transfer Taxes”), if any, and that are not

exempt under Section 1146(a) of the Bankruptcy Code, shall be borne 100% by Purchaser and shall be paid by Purchaser when due. Purchaser will, at Purchaser's own expense, timely file all necessary tax returns and other documentation with respect to all such Transfer Taxes that are required by applicable Law.

6.7 Sale Order. The Sale Order shall be in form and substance satisfactory to Purchaser and Seller. Purchaser agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining Bankruptcy Court approval of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of (x) demonstrating that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code; and (y) including a determination in the Sale Order that Purchaser has not engaged in any conduct that would result in avoidance of the transactions contemplated by this Agreement under Section 363(n) of the Bankruptcy Code. The Sale Order shall, without limitation:

(A) approve, pursuant to Section 363 and (if appropriate) Section 365 of the Bankruptcy Code, (i) the execution, delivery and performance by Seller of this Agreement; (ii) the sale of the Assets to Purchaser by private, non-auction sale on the terms set forth herein and free and clear of all Liens, claims, and interests, and (iii) the performance by Seller of its obligations under this Agreement;

(B) find that Purchaser is a "good faith" purchaser within the meaning of Section 363(m) of the Bankruptcy Code and grant Purchaser the protections of Section 363(m) of the Bankruptcy Code;

(C) find that Purchaser and Seller have engaged in no conduct that would result in the avoidance of the transactions contemplated under this Agreement pursuant to Section 363(n) of the Bankruptcy Code;

(D) find that Purchaser is not a successor to Seller and contain substantially the language set forth in Section 9.16 of this Agreement; and

(E) find that Purchaser shall have no liability for any liability or obligation of Seller other than the Assumed Liabilities.

ARTICLE VII CONDITIONS PRECEDENT TO CLOSING

7.1 Conditions Precedent to Seller's Obligations. Notwithstanding anything herein to the contrary, the obligations of Seller to consummate the transactions described herein are subject to the fulfillment, on or prior to the Closing Date, of the following conditions precedent unless (but only to the extent) waived in writing by Seller at or prior to Closing:

(A) (i) The representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects when made and as of the Closing Date, as though such representations and warranties had been made on and as of such Closing Date (except for those representations and warranties that address matters only as of a particular date, which shall have been true as of such particular date) disregarding in each case any "materiality" or similar qualifier; (ii) each and all of the terms, covenants and conditions of this Agreement to be complied with or performed by Purchaser on or before the Closing Date pursuant to the terms

hereof shall have been materially complied with and performed; and (iii) Purchaser shall deliver to Seller a certification to the foregoing effect.

(B) Purchaser shall have, at or prior to the Closing, delivered to Seller the documents required to be delivered by it pursuant to Section 4.3.

(C) The Bankruptcy Court shall have entered the Sale Order in form and substance acceptable to Purchaser, which shall have become final and non-appealable.

7.2 Conditions Precedent to Purchaser's Obligations. Notwithstanding anything herein to the contrary, the obligations of Purchaser to consummate the transactions described herein are subject to the fulfillment, on or prior to the Closing Date, of the following conditions precedent unless (but only to the extent) waived in writing by Purchaser at or prior to Closing:

(A) (i) The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects when made and as of the Closing Date, as though such representations and warranties had been made on and as of such Closing Date (except for those representations and warranties that address matters only as of a particular date, which shall have been true as of such particular date) disregarding in each case any "materiality" or similar qualifier; (ii) each and all of the terms, covenants and conditions of this Agreement to be complied with or performed by Seller on or before the Closing Date pursuant to the terms hereof shall have been materially complied with and performed; and (iii) Seller shall deliver to Purchaser a certification to the foregoing effect.

(B) During the period from the date of this Agreement through the Closing Date, none of the Assets shall have been damaged or destroyed by fire or other casualty.

(C) No Action before a court or any other Governmental Entity shall have been instituted seeking to restrain or prohibit the transactions herein contemplated.

(D) Seller shall have, at or prior to the Closing, delivered to Purchaser the documents required to be delivered by it pursuant to Section 4.2.

(E) The Kepner Lease shall have been assumed by Seller and assigned to Purchaser in accordance with the terms and conditions of this Agreement and upon terms and conditions acceptable to Purchaser.

(F) The Bankruptcy Court shall have entered the Sale Order in form and substance acceptable to Purchaser, which shall have become final and non-appealable.

ARTICLE VIII OTHER COVENANTS

8.1 Employee Related Matters

(A) As of the Closing Date, Purchaser may, but shall not be required to, offer "at will" employment to the Key Employees and such offers of employment shall contain terms and conditions of employment that Purchaser shall determine in its sole discretion. Seller shall make available to Purchaser such employee information relating to the Key Employees as Purchaser reasonably deems necessary for Purchaser to complete its new employee onboarding processes (all in a form reasonably acceptable to Purchaser) as of ten (10) Business Days prior to

the Closing Date. On the Closing Date, Seller shall take all steps necessary to terminate the employment of Key Employee who is offered employment by Purchaser as set forth in the immediately preceding sentence. The Key Employees who accept Purchaser's offer of employment and who become employed by Purchaser shall be referred to herein as "Transferred Employees." Nothing in this Agreement shall confer upon any Transferred Employee any right with respect to continued employment with Purchaser, nor shall anything herein limit or interfere with Purchaser's right to terminate the employment of any Transferred Employee at any time (subject to applicable Law), with or without cause or notice, or restrict Purchaser in the exercise of independent business judgment in modifying any terms or conditions of employment of the Transferred Employees on and after the Closing Date.

(B) Seller shall be responsible for all liabilities, obligations and commitments relating to Seller's employment of the Transferred Employees, including any severance compensation that may be owed by Seller to any Transferred Employee as a result of this transactions contemplated by this Agreement in accordance with the applicable severance agreement, and bonus payments payable to any Transferred Employees in accordance with applicable bonus arrangements entered into prior to the Closing Date.

(C) Seller shall use commercially reasonable efforts to provide promptly to Purchaser, at Purchaser's request, any information or copies of personnel records (including addresses, dates of birth, date of hire and dependent information) relating to the Transferred Employees or relating to the service of Transferred Employees with Seller (and predecessors of Seller, as applicable) prior to the Closing Date; *provided* that Purchaser shall not request any information, or use any disclosed information in any manner that may violate applicable Laws, including but not limited to salary history, equal pay, discrimination and leave laws. Seller and Purchaser shall each cooperate with the other and shall provide to the other such documentation, information and assistance as is reasonably necessary to effect the provisions of this Section 8.1.

8.2 90-Day Warranty. Seller hereby warrants to Purchaser, for a period of ninety (90) days from the Closing Date, that each item of tangible personal property included in the Assets shall: (a) remain in good operating condition and repair (ordinary wear and tear accepted), (b) remain capable of running at the production rate as the Assets have been operated in the ordinary course by Seller prior to Closing, (c) not need any maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost and (d) remain free from material defects in material and workmanship (the "90-Day Warranty"). For any Assets that do not comply with the 90-Day Warranty ("Defective Assets"), the Purchaser can choose to have Seller, without charge to the Purchaser and to Purchaser's reasonable satisfaction and in a timeframe reasonably acceptable to Purchaser consistent with its obligations to its customers: (x) repair the Defective Assets or (y) replace the Defective Assets. From and after Closing, Seller shall indemnify and defend each of Purchaser and its Affiliates against, and shall hold each of them harmless from and against, any and all losses, damages, liabilities, costs, or expenses of whatever kind, including reasonable attorneys' fees, incurred or sustained by, or imposed upon, Purchaser or any of its Affiliates based upon, arising out of, or with respect to, any breach or failure of Seller to comply with this Section 8.2.

ARTICLE IX MISCELLANEOUS

9.1 Additional Assurances. The provisions of this Agreement shall be self-operative and shall not require further agreement by the parties except as may be herein specifically provided

to the contrary; *provided, however*, at the reasonable request of a party, the other parties shall execute such additional instruments and take such additional actions as the requesting party may deem necessary to effectuate this Agreement. Seller shall, at any time and from time to time at and after the Closing, upon the reasonable request of Purchaser and at Seller's sole expense, take any and all steps necessary to place Purchaser in possession and operating control of the Assets to be transferred hereunder and will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be required or requested to more effectively transfer and confirm to Purchaser or to its successors or assigns, or to reduce to possession, any or all of the Assets and to carry out the purposes and intent of this Agreement.

9.2 Choice of Law.

(A) The parties agree that this Agreement shall be governed by and construed in accordance with the internal laws of the State of Indiana, without giving effect to principles of conflicts of laws, but subject as necessary or appropriate to the Bankruptcy Code.

(B) The Bankruptcy Court will have jurisdiction over any and all disputes between or among the parties, whether at law or in equity, arising out of or relating to this Agreement; *provided, however*, that if the Bankruptcy Court is unwilling or unable to hear any such dispute, each of the parties submits to the jurisdiction of the United States District Court for the Northern District of Indiana and of any state court located in Tippecanoe County, Indiana in any Action arising out of or relating to this Agreement or the transactions contemplated herein or therein and agrees that all claims in respect of such Action may be heard and determined in any such court. Each of the parties waives any defense of inconvenient forum to the maintenance of any Action so brought and waives any bond, surety or other security that might be required of any other party with respect thereto.

(C) EACH OF THE PARTIES HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE.

9.3 Benefit/Assignment. Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns; *provided, however*, that no party may assign this Agreement without the prior written consent of the other party and any such attempted assignment shall be null and void. This Agreement is intended solely for the benefit of the parties hereto and is not intended to, and shall not, create any enforceable third-party beneficiary rights. Notwithstanding the foregoing:

(A) Purchaser may, without the written consent of Seller, assign, in whole or in part, its rights and obligations pursuant to this Agreement to one or more of its Affiliates, *provided* that Purchaser will nonetheless remain liable for all of Purchaser's obligations hereunder;

(B) Purchaser may, without the written consent of Seller, collaterally assign its rights under this Agreement for security purposes to any lender providing financing to Purchaser or any of its Affiliates, and any such lender may exercise all of the rights and remedies of Purchaser hereunder; and

(C) following the Closing, Purchaser may, without the written consent of Seller, assign its rights under this Agreement, in whole or in part, to any subsequent third party purchaser of Purchaser or all or substantially all of its assets (whether such sale is structured as a sale of stock, a sale of assets, a merger, or otherwise).

9.4 Cost of Transactions. Whether or not the transactions contemplated hereby shall be consummated, the parties agree as follows: except as otherwise expressly provided in this Agreement (i) Seller will pay the fees, expenses, and disbursements of Seller and its agents, representatives, accountants, and counsel incurred in connection with the subject matter hereof and any amendments hereto, and (ii) Purchaser shall pay the fees, expenses and disbursements of Purchaser and its agents, representatives, accountants and counsel incurred in connection with the subject matter hereof and any amendments hereto.

9.5 Confidentiality. From and after the Closing, Seller shall, and shall cause its Affiliates to, keep confidential and not use any written, oral, or other information relating to the Assets obtained by virtue of Seller's ownership of the Assets prior to the Closing, except (i) to the extent disclosure is required by applicable Law (in which case, unless prohibited by Law, the Seller shall promptly notify the Purchaser in writing of the same, and Seller shall reasonably cooperate with the Purchaser to preserve the confidentiality of such information consistent with applicable Law, (ii) to the extent such information has been made public through no fault of the Seller or any of its Affiliates. Seller shall be responsible for any breach of this Section 9.5 by its equity holders, Affiliates or representatives as if they were a party hereto.

9.6 Public Announcements. Seller and Purchaser mutually agree that no party hereto shall release, publish or otherwise make available to the public in any manner whatsoever any information or announcement regarding the transactions herein contemplated without the prior written consent of the other party, except for information and filings reasonably necessary to obtain Bankruptcy Court approval of this Agreement, including but not limited to, communications between Seller and their creditors in connection with the Bankruptcy Case, or required by any Governmental Entity, or by Purchaser or its Affiliates after the Closing if made in the ordinary course.

9.7 Waiver of Breach. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or any other provision hereof.

9.8 Notice. Any notice, demand or communication required, permitted or desired to be given hereunder shall be in writing and shall be delivered in person, by electronic mail (e-mail), by overnight delivery service such as Federal Express or Express Mail, or by certified mail, return receipt requested, with postage prepaid, to the parties at the following addresses (or such other or further addresses as the parties may hereafter designate by written notice):

(a) If to Seller:

Maximus Industries Corporation
 Attention: CEO
 3535 Brady Lane
 Lafayette, IN 47909
 E-mail: sam.bazzi@maximusgroupusa.com

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

Blackwell, Burke & Fowler, PC
 Attention: Sarah Fowler
 101 West Ohio Street
 Suite 1700
 Indianapolis, IN 46204
 E-mail: sfowler@bbrlawpc.com

Gutwein Law
 Attention: Ross T. Yates
 20 NW Third Street
 Suite 830
 Evansville, IN 47708
 Email: ross.yates@gutweinlaw.com

(b) If to Purchaser:

Wabash National, L.P.
 Attention: Deputy General Counsel
 3900 McCarty Lane
 Suite 220
 Lafayette, IN 47905
 Email: tina.clark@onewabash.com

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

Quarles & Brady LLP
 Attention: Martin W. Zivitz
 135 North Pennsylvania Street
 Suite 2400
 Indianapolis, IN 46204
 E-mail: martin.zivitz@quarles.com

All notices given in accordance with the foregoing shall be deemed to have been duly given and to be effective when delivered and received.

9.9 Interpretation

(A) Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words herein shall include the singular and plural.

(B) The words “hereof,” “herein,” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(C) Wherever the word “include,” “includes,” or “including” is used in this Agreement, it shall be deemed to be followed by the words “without limitation.”

(D) The word “or” shall be inclusive and not exclusive.

(E) Each reference herein to “days” shall be to calendar days unless “Business Days” are otherwise specified.

(F) Each reference herein to a Law is to such Law as it may be amended from time to time.

(G) The phrase “ordinary course of business” and phrases of similar import when used in this Agreement will mean the ordinary course of business consistent with past practice.

9.10 Divisions and Headings. The divisions of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

9.11 Entire Agreement. This Agreement, together with all other agreements and documents to be delivered hereunder, constitutes the entire agreement of Seller and Purchaser and supersedes all prior agreements and understandings, both oral and written, between them concerning the subject matter hereof.

9.12 Counterparts. This Agreement may be executed in several counterparts by one or more of the undersigned and all such counterparts so executed shall together be deemed and constitute one final agreement, as if one document had been signed by all parties hereto; and each such counterpart shall be deemed an original, binding the parties subscribed hereto and multiple signature pages affixed to a single copy of this Agreement shall be deemed to be a fully executed original Agreement. Signatures delivered by facsimile or by e-mail in PDF format shall be deemed to be effective as original signatures.

9.13 Termination of Agreement.

(A) Termination. This Agreement may be terminated prior to Closing:

- (i) by the mutual written consent of Seller and Purchaser;
- (ii) as provided in Sections 9.13(B) and (C);
- (iii) by Seller or Purchaser upon the closing of an Alternative Transaction;

(iv) by Purchaser if (a) any Person files a motion seeking to have the Bankruptcy Court enter an Order (1) dismissing the Bankruptcy Case or any one or more of the cases commenced by any Seller on the Petition Date; (2) converting the Bankruptcy Case or any one or more of the cases commenced by any Seller on the Petition Date from Chapter 11 to

Chapter 7 of the Bankruptcy Code; (3) appointing a trustee in the Bankruptcy Case or any one or more of the cases commenced by any Seller on the Petition Date; and/or (4) appointing in the Bankruptcy Case or any one or more of the cases commenced by any Seller on the Petition Date a responsible officer or an examiner with enlarged powers relating to the operation of its business (beyond those powers set forth in Section 1106(a)(3) or (4) of the Bankruptcy Code) under Bankruptcy Code Section 1106(b), or (b) an order granting any of the relief described in the preceding clause (iv)(a) is entered for any reason and is not vacated within 14 days after entry thereof;

(v) by Seller or Purchaser, if an order is entered by a court, tribunal, or other adjudicatory body of competent jurisdiction having valid enforcement authority permanently restraining, prohibiting or enjoining either party from consummating the transactions described in this Agreement and such order shall have become final and non-appealable or shall not have been vacated prior to the Outside Date;

(vi) by Seller or Purchaser, if Closing has not occurred on or before 5:00 p.m. Eastern time on the date that is 60 days from the date hereof (the “Outside Date”); or

(vii) by Purchaser, if the Auction Requirement occurs.

provided, however, that the right to terminate this Agreement under this Section 9.13(A) shall not be available to any party if the action of such party or any of its Affiliates has been a principal cause of or resulted in the failure of the Closing to occur on or before such date, and such action or failure to act constitutes a breach of any of such party’s representations, warranties, covenants or obligations under this Agreement. Upon a termination of this Agreement pursuant to this Section 9.13(A), and except as otherwise provided by Sections 9.13(B) and 9.13(C), the parties shall jointly instruct the Escrow Agent to return the Deposit to Purchaser and the parties hereto shall have no further obligations under this Agreement except as shall expressly survive the termination hereof.

(B) Seller’s Default. Notwithstanding anything to the contrary contained herein, if, prior to or at the Closing, there has been a violation or breach by (i) Seller of any representation or warranty set forth in Section 5.1 (or any such representation or warranty shall have become untrue in any material respect after the date of this Agreement) or (ii) Seller of any covenant or agreement contained in this Agreement which, in the case of either clause (i) or (ii), would prevent the satisfaction of or result in the failure of any condition to the obligations of Purchaser at the Closing and such violation or breach has not been waived by Purchaser or, in the case of a breach of any covenant or agreement under this Agreement that is curable, has not been cured by Seller (as applicable) prior to the earlier to occur of (a) 10 days after receipt by Seller, as applicable, of written notice of such breach from Purchaser and (b) the Outside Date, then Purchaser may elect to (1) terminate this Agreement by written notice to Seller in which case the parties shall jointly instruct the Escrow Agent to promptly refund the Deposit to Purchaser by Escrow Agent, or (2) seek specific performance of Seller’s obligations that are to be performed on or prior to Closing, including without limitation Seller’s delivery obligations under Section 4.3 of this Agreement, unless such obligations cannot reasonably be performed by Seller for reasons beyond Seller’s reasonable control.

(C) Purchaser’s Default. Notwithstanding anything to the contrary contained herein, if, prior to or at the Closing, there has been a violation or breach by (i) Purchaser of any representation or warranty set forth in Section 5.2 (or any such representation or warranty shall

have become untrue in any material respect after the date of this Agreement) or (ii) Purchaser of any covenant or agreement contained in this Agreement which, in the case of either clause (i) or (ii), would prevent the satisfaction of or result in the failure of any condition to the obligations of Seller at the Closing and such violation or breach has not been waived by Seller or, in the case of a breach of any covenant or agreement under this Agreement that is curable, has not been cured by Purchaser (as applicable) prior to the earlier to occur of (a) 10 days after receipt by Purchaser, as applicable, of written notice of such breach from Seller and (b) the Outside Date, then Seller may elect to (1) terminate this Agreement by written notice to Purchaser, in which case the parties shall jointly instruct the Escrow Agent to promptly deliver the Deposit to Seller as Seller's liquidated damages, in which case such liquidated damages shall be the sole remedy of Seller for Purchaser's default and Seller shall not be entitled to any additional legal or equitable relief against Purchaser, or (2) seek (a) specific performance of Purchaser's obligations to be performed on or prior to Closing, including without limitation Purchaser's delivery obligations under Section 4.4 of this Agreement, and (b) such other remedies available to Seller at law or in equity.

(D) Liability Limitation. Notwithstanding anything to the contrary in this Agreement, the maximum aggregate liability of Purchaser for money damages in respect of any losses, damages, costs or expenses of Seller relating to the failure of the transactions contemplated hereby to be consummated or a breach of this Agreement by Purchaser in the absence of a Closing shall be limited to the Deposit (the "Liability Limitation"), and in no event shall the Seller or any of their Affiliates seek any amount in excess of the Liability Limitation in connection with this Agreement or the transactions contemplated hereby or in respect of any other document or theory of law or equity or in respect of any oral representations made or alleged to be made in connection herewith, whether at law or in equity, whether in contract, tort or otherwise.

9.14 Amendments. Except as otherwise expressly provided herein, neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated except by the mutual written agreement of the parties.

9.15 Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any of the parties hereto, and this Agreement shall be deemed to have been prepared jointly by the parties, and thus shall not necessarily be construed against any of the parties as the drafter hereof.

9.16 No Successor Liability. The parties intend that, to the fullest extent permitted by applicable Law (including under Section 363 of the Bankruptcy Code), upon the Closing, Purchaser shall not be deemed to: (A) be the successor of Seller, (B) have, de facto, or otherwise, merged with or into Seller, (C) be a mere continuation or substantial continuation of Seller or the enterprise(s) of Seller or (D) be liable for any acts or omissions of Seller in the conduct of its business or arising under or related to the Assets. Without limiting the generality of the foregoing, the parties intend that Purchaser shall not be liable for any Lien against Seller or any of Seller's predecessors or Affiliates, and Purchaser shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Assets or any liabilities or obligations of Seller arising prior to the Closing Date. The Parties agree that the provisions substantially in the form of this Section 9.16 shall be reflected in the Sale Order.

9.17 Equitable Relief. The parties hereto agree that if any of the provisions of this Agreement were not to be performed as required by their specific terms or were to be otherwise

breached, irreparable damage will occur, no adequate remedy at Law would exist and damages would be difficult to determine, and that each party shall be entitled to an injunction or injunctions to prevent breaches, and to specific performance of the terms, of this Agreement (including causing the transactions contemplated hereby to be consummated on the terms and subject to the conditions thereto set forth in this Agreement) without posting any bond and without proving that monetary damages would be inadequate, in addition to any other remedy at Law or equity. None of the parties shall oppose, argue, contend or otherwise be permitted to raise as a defense that an adequate remedy at law exists or that specific performance or equitable or injunctive relief is inappropriate or unavailable.

9.18 Certain Definitions. When used in this Agreement, the following terms have the meanings set forth below:

“Action” means any claim, charge, audit, complaint, order, decree, ruling, eminent domain action, judgment, injunction, inspection, condemnation, notice of violation, citation, penalty or administrative action or proceeding, whether private or by or before any Governmental Entity.

“Affiliate” means, with respect to any subject Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such subject Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

“Business Day” means any day other than a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in Indianapolis, Indiana.

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

“Contracts” means all agreements, contracts, leases and subleases, arrangements, letters of credit, guarantees and binding commitments, whether written or oral.

“Governmental Entity” means any United States or foreign federal, state, provincial or local government or other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of any such government or political subdivision, and any supranational organization of sovereign states exercising such functions for such sovereign states.

“Law” means any constitution, law, common law, statute, ordinance, rule, regulation, regulatory requirement, code, order, judgment, injunction or decree enacted, issued, promulgated, enforced or entered by a Governmental Entity or securities exchange.

“Lien” means any charge, mortgage, pledge, security interest, lien, preference, license, covenant, claim, easement, encroachment or other similar encumbrance or interest, including, without limitation, as defined in Section 101(37) of the Bankruptcy Code.

“Person” means an individual, a corporation, a partnership, limited partnership, an association, a limited liability company, a Governmental Entity, a trust or other entity or organization.

“Seller’s Knowledge” or any similar knowledge qualification with respect to Seller, means the knowledge, after due inquiry, of Sam Bazzi or any other director, manager or officer of MIC and/or MLS.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement as of the day and year first above written.

“SELLER”

“PURCHASER”

MAXIMUS INDUSTRIES CORPORATION

WABASH NATIONAL, L.P.

By:  E0CF3D75BA02423...
Sam Bazzi, President & CEO

By: _____
Richard Mansilla,
VP Global Procurement

MAXIMUS LOGISTICS SOLUTIONS, LLC

By:  E0CF3D75BA02423...
Sam Bazzi, President & CEO

EXECUTION VERSION

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement as of the day and year first above written.

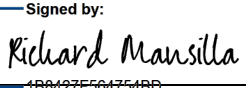
“SELLER”

“PURCHASER”

MAXIMUS INDUSTRIES CORPORATION

WABASH NATIONAL, L.P.

By: _____
Sam Bazzi, President & CEO

Signed by:

By: _____
Richard Mansilla,
VP Global Procurement

MAXIMUS LOGISTICS SOLUTIONS, LLC

By: _____
Sam Bazzi, President & CEO

Exhibit 2.1

Escrow Agreement

[See Attached]

ESCROW AGREEMENT

This Escrow Agreement dated this 5th day of September, 2024 (this “Escrow Agreement”), is entered into by and among Maximus Industries Corporation, an Indiana corporation (“MIC”), Maximus Logistics Solutions, LLC, an Indiana limited liability company (“MLS”; MIC and MLS are, singly and jointly as the context requires, referred to herein as “Seller”), Wabash National, L.P., a Delaware limited liability partnership (“Purchaser”), and Computershare Trust Company, N.A., a national banking association organized under the laws of the United States, as escrow agent (“Escrow Agent,” and together with Seller and Purchaser, the “Parties,” and individually, a “Party”).

RECITALS

A. On June 25, 2024 (the “Petition Date”), Seller and certain affiliates filed in the United States Bankruptcy Court for the Northern District of Indiana (the “Bankruptcy Court”) voluntary petitions for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”), thereby commencing cases that are being jointly administered for procedural purposes as *In re Maximus Supply Chain Holdings, LLC, et al.*, Case No. 24-40167 (collectively, the “Bankruptcy Case”).

B. Purchaser and Seller entered into an Asset Purchase Agreement dated as of September 5, 2024 (the “Purchase Agreement”) pursuant to which Purchaser agreed to purchase from Seller, and Seller agreed to sell to Purchaser, certain assets relating to Seller’s Outer Cap Assembly Line and Tire & Wheel Mounting Line (as such terms are defined in the Purchase Agreement) in a sale authorized by the Bankruptcy Court pursuant to, inter alia, sections 105, 363, and 365 of the Bankruptcy Code, in accordance with the other applicable provisions of the Bankruptcy Code and of the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court (together, the “Bankruptcy Rules”), all on the terms and subject to the conditions set forth in the Purchase Agreement and the Sale Order (as defined in the Purchase Agreement) and subject to entry of the Sale Order.

C. Pursuant to the Purchase Agreement, Purchaser agreed to deliver, within three Business Days after the date of the Purchase Agreement, to the Escrow Agent, in escrow, the sum of \$1,000,000.00 as an initial deposit for the payment of the Purchase Price (as such term is defined in the Purchase Agreement), and the Escrow Agent agrees to hold and distribute such funds in accordance with the terms of this Escrow Agreement.

D. The Parties acknowledge that the Escrow Agent is not a party to, is not bound by, and has no duties or obligations under, the Purchase Agreement, that all references in this Escrow Agreement to the Purchase Agreement are for convenience, and that the Escrow Agent shall have no implied duties beyond the express duties set forth in this Escrow Agreement.

In consideration of the promises and agreements of the Parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 ESCROW DEPOSIT

Section 1.1. Receipt of Escrow Property. Following execution hereof Purchaser shall deliver to the Escrow Agent the amount of \$1,000,000 (the “Escrow Property”) in immediately available funds.

Section 1.2. Investments.

(a) The Escrow Agent is authorized and directed to deposit, transfer, hold and invest the Escrow Property and any investment income thereon as set forth in Exhibit A hereto or as set forth in any subsequent written instruction signed by Seller and Purchaser. Any investment earnings and income on the Escrow Property shall become part of the Escrow Property, and shall be disbursed in accordance with Section 1.3 or Section 1.6 of this Escrow Agreement.

(b) The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Escrow Agreement. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Escrow Agreement. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Escrow Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice.

(c) Seller and Purchaser agree that confirmations of permitted investments are not required to be issued by the Escrow Agent for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month. Purchaser and Seller may obtain confirmations at no additional cost upon its written request.

(d) As soon as practicable following the last day of each calendar month during the term of this Escrow Agreement, the Escrow Agent will deliver to Seller and Purchaser a statement (a “Monthly Statement”) setting forth: (i) the value of the Escrow Property in the Escrow Account at such date; (ii) the amount of income or interest earned or accrued, if any, with respect thereto during the period covered by such Monthly Statement; and (iii) the amounts, if any, paid to Seller or Purchaser from the Escrow Property with respect to the period covered by such Monthly Statement.

Section 1.3. Disbursements. The Escrow Agent shall disburse the Escrow Property in accordance with the joint written instructions of Seller and Purchaser; provided, however, that at least three (3) Business Days prior to any such payment, Seller or Purchaser, as applicable, shall

deliver an IRS form W-9 or W-8 for such payee(s), if such form has not been previously provided to the Escrow Agent, along with a description of the purpose of the payment.

Section 1.4. Security Procedure For Funds Transfers. The Escrow Agent shall confirm each funds transfer instruction received in the name of Seller or Purchaser by means of the security procedure selected by such Party and communicated to the Escrow Agent through a signed certificate in the form of Exhibit B-1 or Exhibit B-2 attached hereto, which upon receipt by the Escrow Agent shall become a part of this Escrow Agreement. Once delivered to the Escrow Agent, Exhibit B-1 or Exhibit B-2 may be revised or rescinded only by a writing signed by an authorized representative of such Party. Such revisions or rescissions shall be effective only after actual receipt and following such period of time as may be necessary to afford the Escrow Agent a reasonable opportunity to act on it. If a revised Exhibit B-1 or B-2 or a rescission of an existing Exhibit B-1 or B-2 is delivered to the Escrow Agent by an entity that is a successor-in-interest to such Party, such document shall be accompanied by additional documentation satisfactory to the Escrow Agent showing that such entity has succeeded to the rights and responsibilities of such Party under this Escrow Agreement.

Purchaser and Seller understand that the Escrow Agent's inability to receive or confirm funds transfer instructions pursuant to the security procedure selected by such Party may result in a delay in accomplishing such funds transfer, and agree that the Escrow Agent shall not be liable for any loss caused by any such delay.

Section 1.5. Income Tax Allocation and Reporting.

(a) Seller and Purchaser agree that, for tax reporting purposes, all interest and other income from investment of the Escrow Property shall, as of the end of each calendar year and to the extent required by the Internal Revenue Service, be reported as having been earned equally by MIC and MLS, whether or not such income was disbursed during such calendar year.

(b) For certain payments made pursuant to this Escrow Agreement, the Escrow Agent may be required to make a "reportable payment" or "withholdable payment" and in such cases the Escrow Agent shall have the duty to act as a payor or withholding agent, respectively, that is responsible for any tax withholding and reporting required under Chapters 3, 4, and 61 of the United States Internal Revenue Code of 1986, as amended (the "Code"). The Escrow Agent shall have the sole right to make the determination as to which payments are "reportable payments" or "withholdable payments." Seller and Purchaser shall provide an executed IRS Form W-9 or appropriate IRS Form W-8 (or, in each case, any successor form) to the Escrow Agent prior to the date hereof, and shall promptly update any such form to the extent such form becomes obsolete or inaccurate in any respect. The Escrow Agent shall have the right to request from any Party to this Escrow Agreement, or any other person or entity entitled to payment hereunder, any additional forms, documentation or other information as may be reasonably necessary for the Escrow Agent to satisfy its reporting and withholding obligations under the Code. To the extent any such forms to be delivered under this Section 1.5(b) are not provided prior to the date hereof or by the time the related payment is required to be made or are determined by the Escrow Agent to be incomplete and/or inaccurate in any respect, the Escrow Agent shall be entitled to withhold (without liability) a portion of any interest or other income earned on the investment of the Escrow Property or on

any such payments hereunder to the extent withholding is required under Chapters 3, 4, or 61 of the Code, and shall have no obligation to gross up any such payment.

(c) To the extent that the Escrow Agent becomes liable for the payment of any taxes in respect of income derived from the investment of the Escrow Property, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Property. Seller and Purchaser, jointly and severally, shall indemnify, defend and hold the Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Escrow Agent on or with respect to the Escrow Property and the investment thereof unless such tax, late payment, interest, penalty or other expense was directly caused by the gross negligence or willful misconduct of the Escrow Agent. The indemnification provided by this Section 1.5(c) is in addition to the indemnification provided in Section 3.1 and shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

(d) Seller and Purchaser acknowledge that, in order to help fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person or corporation who opens an account and /or enters into a business relationship. Seller and Purchaser hereby agree that they shall provide the Escrow Agent with such information as the Escrow Agent may request including, but not limited to, Purchaser and Seller's name, physical address, tax identification number and other information that will assist the Escrow Agent in identifying and verifying Purchaser or Seller's identity such as organizational documents, certificates of good standing, licenses to do business, or other pertinent identifying information.

Section 1.6. Termination. This Escrow Agreement shall terminate upon the disbursement of all of the Escrow Property, including any interest and investment earnings thereon, except that the provisions of Sections 1.5(c), 3.1 and 3.2 hereof shall survive termination and the Escrow Agent is authorized and directed to disburse the Escrow Property in accordance with Section 1.3 of this Escrow Agreement.

ARTICLE 2 DUTIES OF THE ESCROW AGENT

Section 2.1. Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature. Under no circumstance will the Escrow Agent be deemed to be a fiduciary to Seller or Purchaser or any other person under this Escrow Agreement. The Escrow Agent will not be responsible or liable for the failure of Seller or Purchaser to perform in accordance with this Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Escrow Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Escrow Agreement to any other

agreement, instrument, or document are for the convenience of the Parties, and the Escrow Agent has no duties or obligations with respect thereto. The Escrow Agent will not be responsible to determine or to make inquiry into any term, capitalized, or otherwise, not defined herein. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement or any other agreement.

Section 2.2. Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent. The Escrow Agent shall be reimbursed as set forth in Section 3.1 for any reasonable and actual compensation (fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees. The Escrow Agent shall not be responsible for the conduct of agents or attorneys appointed by it with due care.

Section 2.3. Reliance. The Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the direction or consent of Purchaser and Seller or their respective agents, representatives, successors, or assigns. The Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority. Concurrent with the execution of this Escrow Agreement, Seller and Purchaser shall deliver to the Escrow Agent Exhibit B-1 and Exhibit B-2, which contain authorized signer designations in Part I thereof. Seller and Purchaser represent and warrant that each person signing this Escrow Agreement on behalf of such Party are duly authorized and has legal capacity to execute and deliver this Escrow Agreement, along with each exhibit, agreement, document, and instrument to be executed and delivered by such Party.

Section 2.4. Right Not Duty Undertaken. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties.

Section 2.5. No Financial Obligation. No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement.

ARTICLE 3 PROVISIONS CONCERNING THE ESCROW AGENT

Section 3.1. Indemnification. Seller and Purchaser, jointly and severally, shall indemnify, defend and hold harmless the Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, reasonable and actual attorneys' fees and expenses or other professional fees and expenses which the Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against the Escrow Agent, arising out of or relating in any way to this Escrow Agreement or any transaction to which this Escrow Agreement

relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been directly caused by the willful misconduct or gross negligence of the Escrow Agent. The provisions of this Section 3.1 shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

Section 3.2. Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE ESCROW AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

Section 3.3. Resignation or Removal. The Escrow Agent may resign by furnishing written notice of its resignation to Purchaser and Seller, and Purchaser and Seller may remove the Escrow Agent by furnishing to the Escrow Agent a joint written notice of its removal along with payment of all fees and expenses to which the Escrow Agent is entitled through the date of removal. Such resignation or removal, as the case may be, shall be effective thirty (30) calendar days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Property and to deliver the same to a successor escrow agent as shall be appointed by Purchaser and Seller, as evidenced by a joint written notice filed with the Escrow Agent or in accordance with a court order. If Seller and Purchaser have failed to appoint a successor escrow agent prior to the expiration of thirty (30) calendar days following the delivery of such notice of resignation or removal, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties.

Section 3.4. Compensation. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit C, which compensation shall be paid by Purchaser. The fee agreed upon for the services rendered hereunder is intended as full compensation for the Escrow Agent's services as contemplated by this Escrow Agreement; provided, however, that in the event that the conditions for the disbursement of funds under this Escrow Agreement are not fulfilled, or the Escrow Agent renders any service not contemplated in this Escrow Agreement, or there is any assignment of interest in the subject matter of this Escrow Agreement, or any material modification hereof, or if any material controversy arises hereunder, or the Escrow Agent is made a party to any litigation pertaining to this Escrow Agreement or the subject matter hereof, then the Escrow Agent shall be compensated for such extraordinary services and reimbursed for all actual costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. If any amount due to the Escrow Agent hereunder is not paid within thirty (30) calendar days of the date due, the Escrow Agent in its sole discretion may charge interest on such amount up to the highest rate permitted by applicable law. The Escrow Agent shall have, and is hereby granted, a prior lien upon the Escrow Property with respect to its unpaid fees, non-reimbursed expenses and unsatisfied indemnification

rights, superior to the interests of any other persons or entities and is hereby granted the right to set off and deduct any unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights from the Escrow Property.

Section 3.5. Disagreements. If any conflict, disagreement or dispute arises between, among, or involving any of the Parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or the Escrow Agent is in doubt as to the action to be taken hereunder, the Escrow Agent may, at its option, retain the Escrow Property until the Escrow Agent (i) receives a final non-appealable order of a court of competent jurisdiction or a final non-appealable arbitration decision directing delivery of the Escrow Property, (ii) receives a written agreement executed by each of the Parties involved in such disagreement or dispute directing delivery of the Escrow Property, in which event the Escrow Agent shall be authorized to disburse the Escrow Property in accordance with such final court order, arbitration decision, or agreement, or (iii) files an interpleader action in any court of competent jurisdiction, and upon the filing thereof, the Escrow Agent shall be relieved of all liability as to the Escrow Property and shall be entitled to recover attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action. Any such court order or arbitration decision shall be accompanied by a written instrument of the presenting Party certifying that such court order or arbitration decision is final, non-appealable and from a court of competent jurisdiction or from a competent arbitration panel, upon which instrument the Escrow Agent shall be entitled to conclusively rely without further investigation. The Escrow Agent shall be entitled to act on any such agreement, court order, or arbitration decision without further question, inquiry, or consent.

Section 3.6. Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

Section 3.7. Attachment of Escrow Property; Compliance with Legal Orders. In the event that any Escrow Property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Property, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to Purchaser or Seller or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated. The Escrow Agent shall further have no obligation to pursue any action that is not in accordance with applicable law.

Section 3.8 Force Majeure. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

ARTICLE 4 MISCELLANEOUS

Section 4.1. Binding Agreement, Successors and Assigns. The Parties represent and warrant that the execution and delivery of this Escrow Agreement and the performance of such Party's obligations hereunder have been duly authorized and that this Escrow Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. This Escrow Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement. No assignment of the interest of any of the Parties shall be binding unless and until written notice of such assignment shall be delivered to the other Parties and shall require the prior written consent of the other Parties (such consent not to be unreasonably withheld).

Section 4.2. Escheat. The Parties are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability Purchaser or Seller, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Property escheat by operation of law.

Section 4.3. Notices. All notices, requests, demands, and other communications required under this Escrow Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) on the day of transmission if sent by electronic mail ("e-mail", as long as such e-mail is accompanied by a PDF signature or similar version of the relevant document bearing an authorized signature, which such signature shall, in the case of each of the parties, be a signature set forth in Exhibit B-1 or B-2, as applicable) to the e-mail address given below, and written confirmation of receipt is obtained promptly after completion of transmission, (iii) by overnight delivery with a reputable national overnight delivery service, or (iv) by mail or by certified mail, return receipt requested, and postage prepaid. If any notice is mailed, it shall be deemed given five (5) Business Days after the date such notice is deposited in the United States mail. For the purpose of this Escrow Agreement, "Business Day" shall mean any day other than a Saturday, a Sunday, a federal or state holiday, and any other day on which the Escrow Agent is closed. If notice is given to a party, it shall be given at the address for such party set forth below. It shall be the responsibility of the Parties to notify the Escrow Agent and the other Party in writing of any name or address changes. In the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by the Escrow Agent.

If to Seller:

Maximus Industries Corporation
Attention: CEO
3535 Brady Lane
Lafayette, IN 47909
Telephone: _____
E-mail: sam.bazzi@maximusgroupusa.com

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

Blackwell, Burke & Fowler, PC
Attention: Sarah Fowler
101 West Ohio Street
Suite 1700
Indianapolis, IN 46204
Telephone: (317) 635-5005
E-mail: sfowler@bbrlawpc.com

Gutwein Law
Attention: Ross T. Yates
20 NW Third Street
Suite 830
Evansville, IN 47708
Telephone: (812) 250-4215
Email: ross.yates@gutweinlaw.com

If to Purchaser:

Wabash National, L.P.
Attention: Deputy General Counsel
3900 McCarty Lane
Suite 220
Lafayette, IN 47905
Telephone: (765) 771-5726
Email: tina.clark@onewabash.com

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

Quarles & Brady LLP
Attention: Martin W. Zivitz
135 North Pennsylvania Street
Suite 2400
Indianapolis, IN 46204
Telephone: (317) 399-2854
E-mail: martin.zivitz@quarles.com

If to the Escrow Agent:

Computershare Trust Company, N.A.
CTO Mail Operations
Attn: Travis Reiners
1505 Energy Park Drive
St. Paul, MN 55108
Telephone: 612-699-5173
E-mail: travis.reiners@computershare.com

Section 4.4. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

Section 4.5. Entire Agreement. This Escrow Agreement and the exhibits hereto, together with the Purchase Agreement and related exhibits and schedules thereto, set forth the entire agreement and understanding of the parties related to the Escrow Property. Notwithstanding the foregoing, in the event of any inconsistency between the statements in the body of this Escrow Agreement and those of the Purchase Agreement, (a) with respect to any inconsistency as between Purchaser and Seller, the statements in the body of the Purchase Agreement shall control; and (b) with respect to any inconsistency as between the Escrow Agent, on the one hand, and either Purchaser or Seller or both, on the other hand, the statements in the body of this Escrow Agreement shall control.

Section 4.6. Amendment. This Escrow Agreement may be amended, modified, superseded, rescinded, or canceled only by a written instrument executed by the Parties.

Section 4.7. Waivers. The failure of any Party to this Escrow Agreement at any time or times to require performance of any provision under this Escrow Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any Party to this Escrow Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Escrow Agreement.

Section 4.8. Headings. Section headings of this Escrow Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Escrow Agreement.

Section 4.9. Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. This Escrow Agreement shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the

Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under Signature Law due to the character or intended character of the writings.

Section 4.10. Trial by Jury. Each of the Parties hereto hereby irrevocably waives all right to trial by jury to the extent permitted by law in any litigation, action, proceeding in any court arising out of, relating to or in connection with this Escrow Agreement.

Section 4.11. Publication; disclosure. By executing this Escrow Agreement, the Parties acknowledge that this Escrow Agreement (including related attachments) contains certain information that is sensitive and confidential in nature and agree that such information needs to be protected from improper disclosure, including the publication or dissemination of this Escrow Agreement and related information to individuals or entities not a party to this Escrow Agreement. The Parties further agree to take reasonable measures to mitigate any risks associated with the publication or disclosure of this Escrow Agreement and information contained therein, including, without limitation, the redaction of the manual signatures of the signatories to this Escrow Agreement, or, in the alternative, publishing a conformed copy of this Escrow Agreement. If a Party must disclose or publish this Escrow Agreement or information contained therein pursuant to any regulatory, statutory, or governmental requirement, as well as any judicial, or administrative order, subpoena or discovery request, it shall notify in writing the other Parties at the time of execution of this Escrow Agreement of the legal requirement to do so. If any Party becomes aware of any threatened or actual unauthorized disclosure, publication or use of this Escrow Agreement, that Party shall promptly notify in writing the other Parties and shall be liable for any unauthorized release or disclosure.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

MAXIMUS INDUSTRIES
CORPORATION

WABASH NATIONAL, L.P.

DocuSigned by:

By: E0CF3D75BA02423...
Sam Bazzi, President & CEO

By: _____
Richard Mansilla,
VP Global Procurement

MAXIMUS LOGISTICS SOLUTIONS, LLC

DocuSigned by:

By: E0CF3D75BA02423...
Sam Bazzi, President & CEO

COMPUTERSHARE TRUST COMPANY, N.A., as Escrow Agent

By: _____

Name: _____

Title: _____

EXHIBIT A

Deposit Option Investment Direction Form

Direction to use the following Computershare Trust Company, N.A. (Computershare) Deposit Option for cash balances for the following account(s):

Account name:	Wabash National/Maximus Industries Escrow
Account number(s):	XXXX7400

You are hereby directed to deposit, as indicated below, or as I/we shall direct further in writing from time to time, all cash in the account(s) in the following Computershare Deposit Option:

☒	Computershare Essential Deposit Option (CESSE) (SEI CUSIP = VP7000277)
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I/We acknowledge that I/we have full power and authority to direct investments of the account(s) and have determined that the deposit option is an appropriate investment for the account(s).

I/We understand that Computershare shall have no responsibility or liability for any diminution of the funds that may result from any deposit or investment made by Computershare in accordance with this direction, including any losses resulting from a default by any bank, financial institution or other third party.

I/We understand that deposits held in the above mentioned Deposit Option will be held with financial institutions as described in the Fact Sheet that was provided to me.

I/We understand that Computershare may from time to time receive compensation in connection with such deposits or investments.

I/We understand that I/we may change this direction at any time and that it shall continue in effect until revoked or modified by me by written notice to you.

EXHIBIT B-1

Seller certifies that the names, titles, telephone numbers, e-mail addresses and specimen signatures set forth in Parts I and II of this Exhibit B-1 identify the persons authorized to provide direction and initiate or confirm transactions, including funds transfer instructions, on behalf of Seller, and that the option checked in Part III of this Exhibit B-1 is the security procedure selected by Seller for use in verifying that a funds transfer instruction received by the Escrow Agent is that of Seller.

Seller has reviewed each of the security procedures and has determined that the option checked in Part III of this Exhibit B-1 best meets its requirements; given the size, type and frequency of the instructions it will issue to the Escrow Agent. By selecting the security procedure specified in Part III of this Exhibit B-1, Seller acknowledges that it has elected to not use the other security procedures described and agrees to be bound by any funds transfer instruction, whether or not authorized, issued in its name and accepted by the Escrow Agent in compliance with the particular security procedure chosen by Seller.

NOTICE: The security procedure selected by Seller will not be used to detect errors in the funds transfer instructions given by Seller. If a funds transfer instruction describes the beneficiary of the payment inconsistently by name and account number, payment may be made on the basis of the account number even if it identifies a person different from the named beneficiary. If a funds transfer instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. Therefore, it is important that Seller take such steps as it deems prudent to ensure that there are no such inconsistencies in the funds transfer instructions it sends to the Escrow Agent.

Part I

Name, Title, Telephone Number, Electronic Mail ("e-mail") Address and Specimen Signature for person(s) designated to provide direction, including but not limited to funds transfer instructions, and to otherwise act on behalf of Seller

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail Address</u>	<u>Specimen Signature</u>
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Part II
Name, Title, Telephone Number and E-mail Address for
person(s) designated to confirm funds transfer instructions

<u>Name</u> <u>Address</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail</u>

Part III

Means for delivery of instructions and/or confirmations

The security procedure to be used with respect to funds transfer instructions is checked below:

- ☐ Option 1. Confirmation by telephone call-back. The Escrow Agent shall confirm funds transfer instructions by telephone call-back to a person at the telephone number designated on Part II above. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit B-1.

☐ CHECK box, if applicable:

If the Escrow Agent is unable to obtain confirmation by telephone call-back, the Escrow Agent may, at its discretion, confirm by e-mail, as described in Option 2.

- ☐ Option 2. Confirmation by e-mail. The Escrow Agent shall confirm funds transfer instructions by e-mail to a person at the e-mail address specified for such person in Part II of this Exhibit B-1. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit B-1. Seller understands the risks associated with communicating sensitive matters, including time sensitive matters, by e-mail. Seller further acknowledges that instructions and data sent by e-mail may be less confidential or secure than instructions or data transmitted by other methods. The Escrow Agent shall not be liable for any loss of the confidentiality of instructions and data prior to receipt by the Escrow Agent.

☐ CHECK box, if applicable:

If the Escrow Agent is unable to obtain confirmation by e-mail, the Escrow Agent may, at its discretion, confirm by telephone call-back, as described in Option 1.

- ☐ *Option 3. Delivery of funds transfer instructions by password protected file transfer system only - no confirmation. The Escrow Agent offers the option to deliver funds transfer instructions through a password protected file transfer system. If Seller wishes to use the password protected file transfer system, further instructions will be provided by the Escrow Agent. If Seller chooses this Option 3, it agrees that no further confirmation of funds transfer instructions will be performed by the Escrow Agent.

- ☐ *Option 4. Delivery of funds transfer instructions by password protected file transfer system with confirmation. Same as Option 3 above, but the Escrow Agent shall confirm funds transfer instructions by ☐ telephone call-back or ☐ e-mail (must check at least one, may check both) to a person at the telephone number or e-mail address designated on Part II above. By checking a box in the prior sentence,

the party shall be deemed to have agreed to the terms of such confirmation option as more fully described in Option 1 and Option 2 above.

**The password protected file system has a password that expires every 60 days. If you anticipate having infrequent activity on this account, please consult with your Escrow Agent before selecting this option.*

Dated this ____ day of _____, 2024.

By _____

Name:

Title:

EXHIBIT B-2

Purchaser certifies that the names, titles, telephone numbers, e-mail addresses and specimen signatures set forth in Parts I and II of this Exhibit B-2 identify the persons authorized to provide direction and initiate or confirm transactions, including funds transfer instructions, on behalf of Purchaser and that the option checked in Part III of this Exhibit B-2 is the security procedure selected by Purchaser for use in verifying that a funds transfer instruction received by the Escrow Agent is that of Purchaser.

Purchaser has reviewed each of the security procedures and has determined that the option checked in Part III of this Exhibit B-2 best meets its requirements; given the size, type and frequency of the instructions it will issue to the Escrow Agent. By selecting the security procedure specified in Part III of this Exhibit B-2, Purchaser acknowledges that it has elected to not use the other security procedures described and agrees to be bound by any funds transfer instruction, whether or not authorized, issued in its name and accepted by the Escrow Agent in compliance with the particular security procedure chosen by Purchaser.

NOTICE: The security procedure selected by Purchaser will not be used to detect errors in the funds transfer instructions given by Purchaser. If a funds transfer instruction describes the beneficiary of the payment inconsistently by name and account number, payment may be made on the basis of the account number even if it identifies a person different from the named beneficiary. If a funds transfer instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. Therefore, it is important that Purchaser take such steps as it deems prudent to ensure that there are no such inconsistencies in the funds transfer instructions it sends to the Escrow Agent.

Part I

Name, Title, Telephone Number, Electronic Mail ("e-mail") Address and Specimen Signature for person(s) designated to provide direction, including but not limited to funds transfer instructions, and to otherwise act on behalf of Purchaser

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail Address</u>	<u>Specimen Signature</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Part II

**Name, Title, Telephone Number and E-mail Address for
person(s) designated to confirm funds transfer instructions**

<u>Name</u> <u>Address</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail</u>

Part III

Means for delivery of instructions and/or confirmations

The security procedure to be used with respect to funds transfer instructions is checked below:

- ☐ Option 1. Confirmation by telephone call-back. The Escrow Agent shall confirm funds transfer instructions by telephone call-back to a person at the telephone number designated on Part II above. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit B-2.

☐ CHECK box, if applicable:

If the Escrow Agent is unable to obtain confirmation by telephone call-back, the Escrow Agent may, at its discretion, confirm by e-mail, as described in Option 2.

- ☐ Option 2. Confirmation by e-mail. The Escrow Agent shall confirm funds transfer instructions by e-mail to a person at the e-mail address specified for such person in Part II of this Exhibit B-2. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit B-2. [“_____”] understands the risks associated with communicating sensitive matters, including time sensitive matters, by e-mail. [“_____”] further acknowledges that instructions and data sent by e-mail may be less confidential or secure than instructions or data transmitted by other methods. The Escrow Agent shall not be liable for any loss of the confidentiality of instructions and data prior to receipt by the Escrow Agent.

☐ CHECK box, if applicable:

If the Escrow Agent is unable to obtain confirmation by e-mail, the Escrow Agent may, at its discretion, confirm by telephone call-back, as described in Option 1.

- ☐ *Option 3. Delivery of funds transfer instructions by password protected file transfer system only - no confirmation. The Escrow Agent offers the option to deliver funds transfer instructions through a password protected file transfer system. If [“_____”] wishes to use the password protected file transfer system, further instructions will be provided by the Escrow Agent. If [“_____”] chooses this Option 3, it agrees that no further confirmation of funds transfer instructions will be performed by the Escrow Agent.

- ☐ *Option 4. Delivery of funds transfer instructions by password protected file transfer system with confirmation. Same as Option 3 above, but the Escrow Agent shall confirm funds transfer instructions by ☐ telephone call-back or ☐ e-mail (must check at least one, may check both) to a person at the telephone number or e-mail address designated on Part II above. By checking a box in the prior sentence,

the party shall be deemed to have agreed to the terms of such confirmation option as more fully described in Option 1 and Option 2 above.

**The password protected file system has a password that expires every 60 days. If you anticipate having infrequent activity on this account, please consult with your Escrow Agent before selecting this option.*

Dated this ____ day of _____, 2024.

By _____

Name:

Title:

EXHIBIT C

FEES OF ESCROW AGENT

To provide escrow agent services Wabash National, L.P. / Maximus Industries Corporation / Maximus Logistics Solutions, LLC

Good Faith Deposit Escrow Agreement

Acceptance Fee

Waived

A one-time fee for our initial review of governing documents, account set-up, and customary duties and responsibilities related to the closing. This fee is payable at execution of this Escrow Agreement.

Annual Administration Fee

\$5,000

An annual fee for customary administrative services provided by the escrow agent, including daily routine account management, cash management transactions processing (including wire and check processing), disbursement of funds in accordance with the agreement, tax reporting for one entity, and providing account statements to the parties. The administration fee is payable annually in advance per escrow account established. The first installment of the administrative fee is payable at execution of this Escrow Agreement.

Out-of-Pocket Expenses

At cost

Out-of-pocket expenses will be billed at cost at the sole discretion of Computershare.

Extraordinary Services

Standard rate

The charges for performing services not contemplated at the time of execution of the governing documents or not specifically covered elsewhere in this schedule will be at Computershare's rates for such services in effect at the time the expense is incurred. The review of complex tax forms, including by way of example but not limited to, IRS Form W-8IMY, shall be considered extraordinary services. The charge for reviewing tax forms for underlying holders of a W8-IMY is \$100 per form.

Assumptions

This proposal is based upon the following assumptions with respect to the role of escrow agent.

- Number of escrow accounts to be established: One (1)
- Amount of escrow account: Approximately \$1,000,000
- Term of escrow agreement: Estimated six (6) months or less
- Number of tax reporting parties: Two (2)
- Number of parties to the transaction: Four (4) domestic parties, including the escrow agent
- Number of cash transactions (deposits or disbursements): Two (2) deposits and up to five (5) disbursements

- Fees quoted assume all transaction account balances will be invested in select Computershare Trusted Bank Network deposit products.
- Disbursements shall be made only to the parties specified in the agreement. Any payments to other parties are at the sole discretion and subject to the requirements of Computershare and shall be considered extraordinary services.
- Computershare reserves the right in its sole discretion to impose a deposit sweep fee on the average balance in the accounts over the preceding month. This balance will be calculated on interest bearing deposits and non-interest-bearing deposits held with Computershare Trust Company, N.A. subject to contractual arrangements.

Terms and Conditions

- The recipient acknowledges and agrees that this proposal does not commit or bind Computershare to enter into a contract or any other business arrangement, and that acceptance of the appointment described in this proposal is expressly conditioned on all the following:
 - Compliance with the requirements of the USA Patriot Act of 2001, described below
 - Satisfactory completion of Computershare's internal account acceptance procedures
 - Computershare's review of all applicable governing documents and its confirmation that all terms and conditions pertaining to its role are satisfactory to it
 - Execution of the governing documents by all applicable parties.
- Should this transaction fail to close or if Computershare determines not to participate in the transaction, any acceptance fee and any legal fees and expenses shall be due and payable.
- Legal counsel fees and expenses, any acceptance fee and any first-year annual administrative fee are payable at execution of this Escrow Agreement.
- Any annual fee covers a full year or any part thereof and will not be prorated or refunded in a year of early termination.
- Should any of the assumptions, duties or responsibilities of Computershare change, Computershare reserves the right to affirm, modify, or rescind this proposal.
- The fees described in this proposal are subject to periodic review and adjustment by Computershare.
- Invoices outstanding for over 30 days are subject to a 1.5% per month late payment penalty.
- This fee proposal is good for 90 days.

Important Information about Identifying Our Customer

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person (individual, corporation, partnership, trust, estate, or other entity recognized as a legal person) for whom we open an account.

What this means for you: Before we open an account, Computershare asks for your name, address, date of birth (for individuals), TIN or EIN or other information that allows for identification of you or your company. For individuals, this could mean providing a Social Security number. For a

corporation, partnership, trust, estate, or other entity recognized as a legal person, this could mean identifying documents such as a Certificate of Formation from the issuing state agency.

Statement of Confidentiality

All of the information contained in or related to this fee proposal is confidential and proprietary to Computershare (the “Confidential Information”). The recipients of any Confidential Information acknowledges and agrees that such information shall be held in strict confidence and shall not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of Computershare’s qualifications for the applicable roles described without the prior written consent of Computershare.

Exhibit 3.1

Bill of Sale

[See Attached]

BILL OF SALE

This Bill of Sale (this "Bill of Sale") is executed and delivered effective as of _____, 2024 by Maximus Industries Corporation, an Indiana corporation ("MIC") and Maximus Logistics Solutions, LLC, an Indiana limited liability company ("MLS"; MIC and MLS are, singly and jointly as the context requires, referred to herein as "Seller").

A. Seller and Wabash National, L.P., a Delaware limited liability partnership ("Purchaser"), have entered into an Asset Purchase Agreement, dated as of September 5, 2024 (the "Purchase Agreement");

B. The Purchase Agreement was filed with the U.S. Bankruptcy Court for the Northern District of Indiana (the "Bankruptcy Court") in the jointly-administered Chapter 11 cases of Seller and its Affiliates pending before the Bankruptcy Court as Case No. 24-40167, and approved by the Bankruptcy Court's order entered on _____, 2024;

C. The execution and delivery of this Bill of Sale is contemplated by Section 3.1 of the Purchase Agreement; and

D. Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, Seller, intending to be legally bound, hereby agrees as follows:

1. Sale of Assets. For true and lawful consideration paid to it by Purchaser, Seller hereby sells, conveys, transfers, assigns and delivers to Purchaser all right, title and interest in and to the Assets, free and clear of all Liens, in accordance with the Purchase Agreement.

2. Further Assurances. Seller shall take, or cause to be taken, such actions, or execute and deliver, or cause to be executed and delivered, to Purchaser such other agreements or instruments, in each case as Purchaser may reasonably request, as reasonably necessary to more effectively consummate, confirm or evidence the sale, conveyance, transfer, assignment and delivery to Purchaser of the Personal Property as contemplated under the Purchase Agreement.

3. Conflict with the Purchase Agreement. In the event of a conflict or inconsistency between the terms and conditions of this Bill of Sale and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Bill of Sale, nothing herein is intended to, nor shall it, supersede, diminish or otherwise impair the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

4. Enforceability. If any provision of this Bill of Sale or the application of any such provision to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not

impede any other provision hereof.

5. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the internal Laws of the State of Indiana, without regard to the Laws of any other jurisdiction that might be applied because of the conflicts of Laws principles of the State of Indiana.

6. No Third Party Beneficiaries. This Bill of Sale shall be binding upon and inure solely to the benefit of Seller and Purchaser and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Bill of Sale.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed as of the day and year first above written.

“SELLER”

MAXIMUS INDUSTRIES
CORPORATION

By: _____
Sam Bazzi, President & CEO

MAXIMUS LOGISTICS SOLUTIONS, LLC

By: _____
Sam Bazzi, President & CEO

Exhibit 3.2

Assignment and Assumption of Lease

[See Attached]

**ASSIGNMENT AND ASSUMPTION AND
AMENDMENT OF LEASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF LEASE AGREEMENT (this “Agreement”) is made and entered into as of this 5th day of September, 2024 (the “Execution Date”), by and among **MAXIMUS INDUSTRIES CORPORATION**, an Indiana corporation (“Assignor”), **WABASH NATIONAL L.P.**, a Delaware limited partnership (“Assignee”) and **STAG LAFAYETTE 2, LLC**, a Delaware limited liability company (“Landlord”).

RECITALS

WHEREAS, Assignor, as Tenant, and Landlord entered into that certain Lease dated April 6, 2021 (“Lease”) pursuant to which Landlord agreed to lease to Assignor certain premises commonly known as 1530 – 1540 Kepner Drive, Lafayette, Indiana, as more particularly described in the Lease;

WHEREAS, on June 25, 2024 (the “Petition Date”), Assignor and certain of its affiliates filed in the United States Bankruptcy Court for the Northern District of Indiana (the “Bankruptcy Court”) voluntary petitions for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), thereby commencing cases that are being jointly administered for procedural purposes as *In re Maximus Supply Chain Holdings, LLC, et al.*, Case No. 24-40167 (collectively, the “Bankruptcy Case”).

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated of even date herewith (the “APA”), pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to acquire from Assignor, Assignor’s interest in certain Assets (as defined in the APA), subject to entry of the Sale Order (as defined in the APA);

WHEREAS, as part of the transactions contemplated by the APA, Assignor agreed to assume and assign to Assignee, and Assignee agreed to accept assignment of, all of Assignor’s right, title and interest in and to the Lease, to the extent assignable pursuant to Section 365 of the Bankruptcy Code.

WHEREAS, Assignor desires to assign all of its right, title and interest in the Lease to Assignee and Assignee desires to assume Assignor’s obligations under the Lease; and

WHEREAS, Assignee and Landlord desire to modify the Lease as provided for in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Effective Date. This Agreement, and each of its amendments to, and the assignment of, the Lease as set forth herein, shall be effective on the date on which the Lease is assumed and assigned to Assignee pursuant to entry of an order by the Bankruptcy Court approving the assumption of the Lease, whether as part of the order approving a sale of assets of

Assignor in the Bankruptcy Case or otherwise (the “Effective Date”), which order shall, in any event, require that all outstanding rent and other charges payable as of the Effective Date be paid in full as a condition thereto, as required under section 365 of the Bankruptcy Code. As of September 5, 2024, the total amount of outstanding arrearages under the Lease was an amount at least equal to \$204,771.97 (as such amount may be increased from and after September 5, 2024, the “Cure Amount”). In the event the Effective Date does not occur, this Amendment shall be null and void in all respects, and nothing in this Amendment shall give rise to any claim, causes of action, or damages (compensatory or consequential) against either Party. Assignor hereby agrees to assume and assign to Assignee the Lease pursuant to section 365 of the Bankruptcy Code and pay or cause to be paid the Cure Amount promptly upon such assumption and assignment of the Lease.

2. Assignment. Upon the occurrence of the Effective Date, Assignor hereby assumes the Lease pursuant to the provisions of section 365 of the Bankruptcy Code and assigns to Assignee all of its right, title and interest in and to the Lease including any and other rights or entitlements of Assignor under the Lease, subject to all of the terms, covenants, conditions and provisions of the Lease and to the extent assignable pursuant to Section 365 of the Bankruptcy Code.

3. Assumption. Upon the occurrence of the Effective Date, Assignee hereby assumes, covenants and agrees to keep and perform each and every obligation of Assignor under the Lease. Assignee agrees to be bound by each and every provision of the Lease as if it had executed the same.

4. Assignor’s Representations and Warranties. Assignor represents and warrants to Assignee that:

- (a) the Lease is in full force and effect, unmodified except as provided in this Agreement;
- (b) Assignor’s interest in the Lease is free and clear of any liens, encumbrances or adverse interests of third parties;
- (c) Assignor possesses the requisite legal authority to assign its interest in the Lease as provided herein; and
- (d) Except as Assignor has previously disclosed to Assignee in writing, there are no sums due and owing by Assignor under the Lease as of the Execution Date of this Agreement, and there is no current event of default under the Lease.

5. Lease Amendments. The following Lease provisions are modified as of the Effective Date:

(a) Deletions. The following provisions in the Lease are deleted as of the Effective Date: (i) Section 9.10 - Security Deposit; (ii) Section 12.17 – Guaranty; and (iii) Section 13.5 - Removal.

(b) Amendment of Section 2.3(e). Section 2.3(e) of the Lease is amended and replaced as of the Effective Date in its entirety as follows:

(c) Limitations. Notwithstanding anything to the contrary set forth elsewhere in this Lease, Tenant’s

exercise pursuant to Section 2.3 of this Lease of its rights with respect to the Renewal Term shall be void, at Landlord's election, if either at the time the Renewal Term is exercised or at the time the Renewal Term is to commence: (i) Tenant is in default under this Lease beyond any applicable cure period; or (ii) two (2) or more monetary Events of Default have occurred during the Term.

(c) Amendment of Section 5.2. Subsection (ix) of the fourth (4th) paragraph of Section 5.2 of the Lease is amended and replaced as of the Effective Date as follows:

(ix) fees for real property management services with respect to the Property, not to exceed four and one-half percent (4.5%) of the Annual Fixed Rent then payable under this Lease;

(d) Amendment of Section 6.9. Section 6.9 of the Lease is amended and replaced as of the Effective Date as follows:

6.9 Condition Upon Termination. At the expiration or earlier termination of this Lease, Tenant (and all persons claiming by, through or under Tenant) shall, without the necessity of any notice, (i) surrender the Premises and remove any Tenant's Work or Alterations that Landlord and Tenant mutually agree upon not later than sixty (60) days prior to the Term Expiration Date; (ii) restore the Premises to their pre-existing condition; (iii) return all keys to the Premises; and (iv) remove all of Tenant's trade fixtures and personal property not bolted or otherwise attached to the Premises and all Tenant's signs wherever located, in each case repairing damage to the Premises which results in the course of such removal and restore the Premises to broom-clean condition and in good order, repair and condition, reasonable wear and tear and damage by casualty and taking (to the extent provided in Article X of this Lease only) excepted. Any property not so removed within thirty (30) days after the expiration or termination of the Lease shall be deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord shall determine, and Tenant shall pay to Landlord the reasonable cost and expense incurred by Landlord in effecting such removal and disposition and in making any required repairs to the Premises. In no event, however, shall Tenant remove any of the following materials or equipment (which shall be deemed Landlord's property), without Landlord's prior written consent: (a) power wiring or wiring panels; (b) lighting or lighting fixtures; (c) doors, windows, or wall coverings; (d) drapes, blinds or other window coverings; (e) installed carpets or other installed floor coverings; (f) built-in or hard-wired heating or air conditioning equipment; (g) fencing or security gates; or (h) other, similar operating equipment of the Building.

(e) Amendment of Section 11.4. the following sentence is added to the end of Section 11.4 as of the Effective Date as follows:

Notwithstanding anything contained in this Section to the contrary, Tenant shall not be required to provide financial statements so long as Tenant is a publicly traded company.

(f) Amendment of Section 12.1. Assignee's notice address is amended and replaced in its entirety as of the Effective Date as follows:

Wabash National, L.P.
3900 McCarty Lane, Suite 220
Lafayette, Indiana 47905
Attn: Deputy General Counsel
Email: tina.clark@onewabash.com

6. Entire Agreement. This Agreement is the entire understanding of the parties and there are no other agreements or understandings written or oral in effect between the parties relating to the subject matter hereof unless expressly referred to herein. This Agreement may be amended or modified only by an amendment signed by the parties.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana and each of the parties hereto submits to the non-exclusive jurisdiction of the courts of the State of Indiana in connection with any disputes arising out of this Agreement.

8. Successors and Assigns. Upon the occurrence of the Effective Date, this Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the parties, subject to the restrictions on assignment of the Lease set forth in the Lease.

9. Capitalized Terms. Capitalized terms used and not otherwise defined herein shall have the respective meaning assigned to such terms in the Lease.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or electronic signatures delivered in ".pdf" format or via a digital signature platform, such as DocuSign, shall be deemed the same as originals.

11. Landlord Consent. Landlord agrees to the assumption and assignment of the Lease as amended by the modifications contained herein.

12. Conflict. As between Assignor and Assignee, in the event of any conflict or inconsistency between the terms of this Agreement and the terms of the APA, the terms of the APA shall govern and control. Without limitation of the foregoing, all limitations on liability expressly set forth in the APA shall apply to this Agreement (as between Assignor and

Assignee, and without modification or other limitation to any liability of Assignor to Landlord under the Lease) and the liabilities of Assignor and Assignee to each other hereunder.

Remainder of page intentionally left blank.

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

ASSIGNOR:

ASSIGNEE:

**MAXIMUS INDUSTRIES
CORPORATION**

WABASH NATIONAL L.P.

By:  E0CF3D75BA02423...

By: _____

Printed: _____

Title: _____

Printed: Sam Bazzi

Title: President

LANDLORD:

STAG LAFAYETTE 2, LLC

By: _____

Printed: _____

Title: _____

EXHIBIT B – PROPOSED ORDER

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION AT LAFAYETTE

In re:

MAXIMUS SUPPLY CHAIN HOLDINGS, LLC
MAXIMUS LOGISTICS SOLUTIONS, LLC
MAXIMUS TRANSPORT SYSTEMS, LLC
MAXIMUS INDUSTRIES CORPORATION
GC3 LOGISTICS, INC.
GC3 WAREHOUSING LLC and
ACTION SCS LLC,

Debtors.¹

Case No. 24-40167

Chapter 11

(Jointly Administered)

**ORDER GRANTING DEBTORS' MOTION TO SELL PROPERTY FREE AND
CLEAR OF ANY INTEREST BY PRIVATE SALE
TO WABASH NATIONAL, L.P.**

This matter is before the Court on the *Debtors' Motion to Sell Property Free and Clear of Any Interest by Private Sale to Wabash National, L.P.* (the “**Sale Motion**”)² filed by Maximus Supply Chain Holdings, LLC; Maximus Transport Systems, LLC; Maximus Logistics Corporation; Maximus Industries Corporation; Maximus Logistics Solutions, LLC; Action SCS, LLC; GC3 Logistics, Inc.; and GC3 Warehousing, LLC, as debtors and debtors-in-possession (each a “**Debtor**”; collectively, the “**Debtors**” or “**Maximus Group**”) pursuant to 11 U.S.C. § 363(b) and (f), Fed. R. Bankr. P. 6004, and N.D. Ind. L.R. B-6004-1, seeking entry of an order

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number are: Maximus Supply Chain Holdings, LLC (6729); Maximus Transport Systems, LLC (9839); Maximus Logistics Corporation (2907); Maximus Industries Corporation (0902); Maximus Logistics Solutions, LLC (0372); Action SCS, LLC (1633); GC3 Logistics, Inc. (8844); and GC3 Warehousing, LLC (4132).

² Capitalized terms not otherwise defined herein shall have the meanings and definitions ascribed to such terms in the Sale Motion or Purchase Agreement, as applicable.

approving the private sale (the “**Sale**”) of the Assets free and clear of all liens, claims, encumbrances, and interests to Wabash National, L.P. (“**Purchaser**”), pursuant to the Asset Purchase Agreement (“**Purchase Agreement**”) attached to the Sale Motion and to this Order as **Exhibit A**.

The Court, having reviewed the Sale Motion, considered the representations of the parties set forth in the Sale Motion, noted the lack of objections to the Sale Motion, and determined that there is just cause for the relief granted herein, now finds that:

General

A. This Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334.

B. Venue of the Debtors’ chapter 11 cases in this District is proper pursuant to 28 U.S.C. §§ 1408(a) and 1409(a).

C. Determination of the Sale Motion is a core proceeding under 28 U.S.C. §157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution.

D. The statutory predicates for the relief requested in the Sale Motion are sections 105 and 363 of the Bankruptcy Code and Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

Notice

E. As evidenced by certificates filed with the Court, notice has been provided to all parties entitled thereto, including, without limitation, (a) Centier Bank; (b) all other Interested Parties, and (c) all other creditors and parties in interest

in these chapter 11 cases. Such notice constitutes good and sufficient notice of, and a reasonable opportunity to object or be heard regarding, the Sale Motion, the Sale, and the entry of this Order under Bankruptcy Code §§102(1) and 363 and Bankruptcy Rules 2002 and 6004. No other or further notice of, opportunity to object to, or other opportunity to be heard regarding the Sale Motion, the Sale, or the entry of this Order need be given to any entity.

Sale of the Assets Free and Clear

F. The Debtors have demonstrated good, sound, and sufficient business purpose and justification, and it is a reasonable exercise of the Debtors' business judgment, to sell the Assets at a private sale on the terms and conditions set forth in the Purchase Agreement and to consummate all transactions contemplated by the Purchase Agreement. The sale of the Assets as provided herein and in the Purchase Agreement is in the best interest of the Debtors, their estates, their creditors, and other parties in interest.

G. The Debtors may sell the Assets free and clear of all liens, claims, interests, rights of setoff, recoupment, netting and deductions, any successor or successor-in-interest liability theory, and other encumbrances of any kind or nature whatsoever (collectively, the "**Encumbrances**") (except for the Assumed Liabilities), because, in each case, one or more of the standards set forth in sections 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Encumbrances who did not object, or who withdrew their objections, to the Sale or the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All

holders of Encumbrances on the Assets are adequately protected by having those Encumbrances attach to the cash proceeds of the Sale attributable to the Assets in which such holder alleges an Encumbrance, in the same order of priority, with the same validity, force and effect that such Encumbrance had prior to the Sale, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

H. The consideration provided by the Purchaser pursuant to the Purchase Agreement (i) is fair and reasonable, (ii) is the best offer reasonably and practically obtainable for the Assets under the circumstances, and (iii) constitutes reasonably equivalent value for the Assets.

I. The Purchaser is not, and shall not be considered, a successor to any of the Debtors or their respective estates, and there is no continuity of enterprise between the Purchaser and any Debtor. The Purchaser (i) has not, *de facto* or otherwise, merged with or into one or more of the Debtors, (ii) is not a continuation or substantial continuation, and is not holding itself out as a mere continuation, of any of the Debtors or of their respective estates, businesses or operations, or any enterprise of the Debtors, and (iii) does not have a common identity of incorporators, directors or equity holders with either of the Debtors.

J. The Purchaser would not have entered into the Purchase Agreement and would not consummate the transactions contemplated thereunder if the sale of the Assets to the Purchaser were not free and clear of all Encumbrances.

Good Faith Purchaser

K. The Purchaser is not an “insider” of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code, and is not otherwise affiliated with the Debtors.

L. The Purchaser has proceeded in good faith and without collusion in all respects in connection with the Sale, in that the negotiation and execution of the Purchase Agreement and related documents were conducted in good faith and constituted an arm’s-length transaction, Debtors and Purchaser were represented by separate counsel, and the Purchase Agreement was not entered into, and the Sale is not being consummated, for the purpose of hindering, delaying, or defrauding creditors of the Debtors. The Purchaser is therefore entitled to all of the benefits and protections provided to a good-faith purchaser under Section 363(m) of the Bankruptcy Code.

M. In the absence of a stay pending appeal, the Purchaser may close the transactions contemplated by the Purchase Agreement at any time after entry of this Order, and cause has been shown as to why this Order should not be subject to the stay provided by Bankruptcy Rule 6004(h).

IT IS THEREFORE ORDERED that:

Approval of the Sale and Entry into the Purchase Agreement

1. The Motion is GRANTED as set forth herein, and all objections to the relief requested in the Motion that have not been withdrawn with prejudice, waived,

or settled, and all reservations of rights included in such objections, are overruled and denied on the merits.

2. The Purchase Agreement, together with all exhibits thereto, is hereby approved, and the Debtors are hereby authorized and directed to enter into the Purchase Agreement and to perform all of their obligations thereunder.

3. The Purchaser is a good-faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and is entitled to the protections of section 363(m) of the Bankruptcy Code.

4. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, the Assets shall be transferred to the Purchaser upon and as of the Closing, and such transfer shall constitute a legal, valid, binding, and effective transfer of such Assets. The Debtors are further authorized and empowered to take any and all actions necessary or appropriate to: (a) consummate the sale of the Assets to the Purchaser pursuant to and in accordance with the terms and conditions of the Purchase Agreement; (b) close the sale of the Assets as contemplated in the Purchase Agreement and this Order; and (c) execute and deliver, perform under, consummate, and implement the Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement and the Sale and to enable the parties to perform their obligations thereunder.

Transfer of the Acquired Assets

5. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the sale of the Acquired Assets under the terms and conditions set forth in the Purchase Agreement shall be free and clear of any and all Encumbrances, with all Encumbrances to attach to the proceeds of the sale with the same validity, in the order of their priority, with the same force, effect, and validity that they had immediately prior to the entry of this Order, subject to any rights, claims, or defenses the Debtors may have with respect thereto.

6. Upon the Closing Date, and except as otherwise provided herein or in the Purchase Agreement, the Purchaser shall not be liable for any liability or other obligation of the Debtors arising under or related to any of the Assets. Without limiting the generality of the foregoing, and except as otherwise expressly provided herein or in the Purchase Agreement, the Purchaser shall have no successor or vicarious liabilities of any kind or character, including, without limitation, under any theory of antitrust, environmental, successor, or transferee liability, labor law, *de facto* merger, mere continuation, or substantial continuity, whether known or unknown as of the Closing Date, now existing, or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether liquidated or unliquidated, including, without limitation, liabilities on account of warranties, intercompany loans, receivables among the Debtors and their affiliates, claims arising under the federal Worker Adjustment and Retraining Notification (WARN) Act or any state equivalent thereof, environmental liabilities, workers'

compensation “experience rating,” unemployment tax “contribution rating” rule or regulation, or any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of any of the Assets prior to the Closing.

7. All persons and entities holding liens or interests in the Assets arising under, out of, in connection with, or in any way relating to the Debtors, the Assets, or the transfer of the Assets to the Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting against the Purchaser or its successors or assigns, its property or the Assets, such persons’ or entities’ liens or interests in and to the Assets.

8. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to cancel any of the liens and other encumbrances of record.

9. If any person or entity which has filed statements or other documents or agreements evidencing liens on, or interests in, the Assets shall not have delivered to the Debtors prior to the closing of the Sale, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of liens or interests which the person or entity has or may assert with respect to the Assets, the Debtors are hereby authorized and directed, and the Purchaser is hereby authorized, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Assets.

10. This Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease, and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

Other Provisions

11. The Purchase Agreement and any related agreements, documents or other instruments may be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates or the rights of any party holding an Encumbrance on or against the Assets.

12. No bulk sales law or similar law of any state or other jurisdiction shall apply in any way to the transactions contemplated by the Purchase Agreement, the Motion, and this Order.

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

14. This Court shall retain exclusive jurisdiction to interpret, implement, and enforce the provisions of this Order. Moreover, the Court will retain jurisdiction to amend this Order or enter supplemental orders which may be required to effectuate the transactions contemplated herein.

15. The terms and provisions of this Order shall be binding in all respects upon, and shall inure to the benefit of Debtors, their estates, their creditors, and their respective affiliates, successors and assigns, and any affected third parties, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which any trustee(s) such terms and provisions likewise shall be binding.

16. Within seven days of the completion of the sale of the Assets, Debtors shall file a report of sale with the Court and serve the report as required by N.D. Ind. L.R. B-6004-1(d).

17. Pursuant to Bankruptcy Rule 6004(h), the Court hereby expressly finds and concludes that there is no just cause for delay in the implementation of this Order. This Order shall therefore not be stayed for fourteen days after its entry. Notwithstanding any provision of the Bankruptcy Code or the Bankruptcy Rules to the contrary, this Order shall be effective and enforceable immediately upon entry, and any stay thereof, including without limitation Bankruptcy Rule 6004(h), is hereby abrogated.

18. The provisions of this Order are non-severable and mutually dependent.

19. This Order shall constitute a final judgment and order pursuant to 28 U.S.C. § 158(a).

SO ORDERED.

Dated:

Judge, Northern District of
Indiana Bankruptcy Court