

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

	-X		
	:		Chapter 11
In re	:		
	:		Case No. 25-12105 (JKS)
AMERICAN SIGNATURE, INC., et al.,¹	:		
	:		(Jointly Administered)
Debtors.	:		
	:		Re: Docket No. 108

**ORDER APPROVING SALE OF ALL OR SUBSTANTIALLY
ALL OF DEBTORS' ASSETS AND GRANTING RELATED RELIEF**

Upon consideration of the *Motion of the Debtors for Entry of Orders (I)(A) Approving Bid Procedures for the Sale of Substantially All of the Debtors' Assets, (B) Authorizing the Debtors to Enter Into (I) Stalking Horse Asset Purchase Agreement and (II) Stalking Horse Agency Agreement and to Provide Bid Protections Thereunder, (C) Scheduling An Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of Assets Free and Clear of Liens, Claims, Interests, and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 108] (the "Motion");² and it appearing that the relief requested is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that consideration of the Motion and the relief requested therein is a core

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

² All capitalized terms not otherwise defined in this Order have the meaning ascribed to them in the Motion.

proceeding pursuant to 28 U.S.C. § 157; and adequate notice of the Motion having been given and it appearing that no other notice need be given; and the Debtors, ASI Purchaser LLC (in its capacities as (i) the Buyer under and as defined in the APA (as defined below) (together with any designee in accordance with the terms of the APA, the “Purchaser”) and (ii) the Agent under and as defined in the Agency Agreement (as defined below) (together with any designee in accordance with the terms of the Agency Agreement, the “Agent”)) and SEI, Inc. (the “Guarantor”) having agreed upon terms and conditions for the Agent to act as the Debtors’ exclusive agent to conduct sales (the “Sale”) of certain of the Debtors’ assets, including, without limitation, the Merchandise (as defined in the Agency Agreement), Owned FF&E (as defined in the Agency Agreement) and certain other assets (as more fully described in the Agency Agreement) (collectively, together with the Merchandise and the Owned FF&E, the “Sale Assets”), at the stores (the “Stores”) and distribution centers (the “Distribution Centers”), in each case as set forth on Exhibit B attached hereto, which terms and conditions are set forth in that certain Agency Agreement, by and among the Agent and Debtors, substantially in the form filed at Docket No. 108 together with such modifications as may be agreed between the Debtors and the Agent (as amended, supplemented or otherwise modified in accordance with the terms thereof, including pursuant to the First Amendment to Agency Agreement, dated as of January 2, 2026, and the *Second Amendment to Asset Purchase Agreement and Agency Agreement*, dated as of February 5, 2026 (the “Second Amendment”), the “Agency Agreement”); and the Debtors and the Purchaser having agreed upon terms and conditions for the Purchaser to acquire (i) designation rights (the “Designation Rights”) with respect to the leases (the “Leases”) with respect to the Debtor’s corporate office and other locations identified on Exhibit A attached hereto (such corporate office and other locations, the “Locations”) and certain related agreements and other assets described more fully in the

APA, (ii) the Acquired Real Property (as defined in the APA), and (iii) certain other assets as described more fully in the APA (such other assets, together with the Acquired Real Property, the “Acquired Assets”),³ which terms and conditions are set forth in that certain Asset Purchase Agreement by and between the Purchaser and the Debtors, substantially in the form filed at Docket No. 108 together with such modifications set forth in this Order and as may be agreed between the Debtors and the Purchaser (as amended, supplemented or otherwise modified in accordance with the terms thereof, including pursuant to the Amendment to Asset Purchase Agreement, dated as of January 2, 2026, and the Second Amendment, the “APA”), as modified by and subject to the Committee Settlement (as defined herein); and the transaction represented by the Agency Agreement and APA, as modified by the Committee Settlement, having been determined to be the highest and best offer for the Sale Assets, the Designation Rights and the Potential Acquired Assets (as defined in the APA); and a hearing having been held on December 15, 2025, whereupon the Court entered an Order approving bidding procedures [Docket No. 259] (the “Bidding Procedures Order”); and a sale hearing having been held on February 4, 2026 (the “Sale Hearing”) to consider the remaining relief requested in the Motion and approval of the Agency Agreement and APA and the transactions contemplated thereby; and appearances of all interested parties having been noted on the record of the Sale Hearing; and upon all of the proceedings at the Sale Hearing (including but not limited to the testimony and other evidence proffered or adduced at the Sale Hearing); and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause

³ For the avoidance of doubt, the Acquired Assets do not include the Segregated Cash Collateral (as defined in the Final DIP Order).

for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:⁴

A. **Jurisdiction:** This Court has jurisdiction to consider the property of the Debtors, the transactions contemplated by the Agency Agreement and the APA, the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1134 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. Approval of the Debtors entry into the Agency Agreement and APA and the performance of the transactions contemplated thereby is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A), (D), (N) and (O).

B. **Venue:** Venue of the Debtors' chapter 11 cases (the "Chapter 11 Cases") in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. **Statutory Predicates:** The statutory predicates for the approval of the Agency Agreement, the APA and the transactions contemplated therein are sections 105, 363, 364, 365 and 554 of the Bankruptcy Code and Rules 2002, 4001, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

D. **Notice:** Proper, timely, adequate and sufficient notice of the Motion, the relief requested therein and the Sale Hearing has been provided in accordance with sections 102(1), 105(a), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, 9007 and 9008, and in compliance with the Bidding Procedures Order, including without limitation to the Notice Parties (as defined below) and more broadly by publication notice as set forth in the *Affidavit of Publication*

⁴ The findings of fact and the conclusions of law stated herein shall constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed.

[Docket No. 260]. No other or further notice is required.

E. **Opportunity to be Heard:** A reasonable opportunity to object or be heard regarding the relief requested in the Motion and the transactions pursuant thereto has been afforded to all interested persons and entities, including, without limitation, the following: (i) counsel to the Committee; (ii) the U.S. Trustee; (iii) counsel to the DIP Agent and the Prepetition ABL Agent; (iv) counsel to the Purchaser and the Agent; (v) counsel to the Prepetition Term Agent; (vi) all known creditors of the Debtors (for whom identifying information and addresses are available to the Debtors); (vii) the Internal Revenue Service; (viii) all applicable federal, state, and local taxing authorities that are implicated by the transactions contemplated by the Agency Agreement and APA (collectively, the “Taxing Authorities”); (ix) all persons and entities known by the Debtors to have expressed an interest to the Debtors in the Acquired Assets; (x) all persons and entities known by the Debtors to have asserted any lien, claim, interest or encumbrance in the Sale Assets or Potential Acquired Assets (for whom identifying information and addresses are available to the Debtors); (xi) Counterparties to Potential Assigned Agreements, as well as counsel of record for all Counterparties to Potential Assigned Agreements, if known; (xii) any governmental authority known to have a claim against the Debtors in the Chapter 11 Cases; (xiii) the United States Securities and Exchange Commission; (xiv) the United States Attorney’s Office for the District of Delaware; (xv) United States Attorney General’s Office for the District of Delaware; (xvi) the Office of the Attorney General and the Secretary of State in each state in which the Debtors operate; and (xvii) all of the parties entitled to notice pursuant to Bankruptcy Rule 2002 ((i) through (xvii) collectively, the “Notice Parties”). Objections, if any, to the Motion have been withdrawn or resolved as set forth herein and, to the extent not withdrawn or resolved, are hereby overruled; *provided, however*, that any Objection filed to the assumption and

assignment of any Lease or Potential Assigned Agreement, including, but not limited to, any Cure Amounts or adequate assurance of future performance (but not, for the avoidance of doubt, to the grant of the Designation Rights or the procedures for exercising the same set forth herein), that was not resolved at or prior to the Sale Hearing (the “Adjourned Objections” and each an “Adjourned Objection”), is adjourned and fully preserved until such time as the applicable Lease or Potential Assigned Agreement is designated for assumption and assignment pursuant to the Designation Rights and a subsequent Assignment Order is entered resolving the Adjourned Objections either by agreement of the parties or as otherwise determined by the Court; *provided, further*, that no findings of fact or conclusions of law set forth in this Order that are expressly objected to by an Adjourned Objection (which, as set forth above, is limited solely to an objection to the assumption and assignment of a Lease or Potential Assigned Agreement), shall be binding upon the applicable Landlord (as defined below) of such Lease or Potential Assigned Agreement, as applicable.

F. **Marketing Process:** As demonstrated by: (i) the testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors have thoroughly marketed the Sale Assets, the Designation Rights and the Potential Acquired Assets and have conducted the bidding solicitation fairly, with adequate opportunity for parties that either expressed an interest in acquiring or liquidating the Sale Assets, the Designation Rights and the Potential Acquired Assets, or who the Debtors believed may have an interest in acquiring or liquidating the Sale Assets, the Designation Rights and the Potential Acquired Assets, to submit competing bids. The Debtors, including the Conflicts Committee of American Signature, Inc., the Agent and the Purchaser have respectively negotiated and undertaken their roles

leading to the Sale, entry into the Agency Agreement and APA and the transactions contemplated thereby in a diligent, noncollusive, fair and good faith manner.

G. **Highest and Best Offer:** The Agency Agreement and APA, including the form and total consideration to be realized by the Debtors pursuant to the Agency Agreement and APA, (i) constitute the highest and best offer received by the Debtors for the Sale Assets, the Designation Rights and the Potential Acquired Assets, (ii) are fair and reasonable, and (iii) are in the best interests of the Debtors, their estates, their creditors and all other parties in interest. There is no legal or equitable reason to delay entry into the Agency Agreement or the APA, and the transactions contemplated therein, including, without limitation, the Sale by the Agent of the Sale Assets and the grant of the Designation Rights and the sale of the Acquired Assets.

H. **Business Judgment:** The Debtors' decision to (i) enter into the Agency Agreement and the APA, and (ii) perform under and make payments required by the Agency Agreement and the APA, is a reasonable exercise of the Debtors' sound business judgment consistent with their fiduciary duties and is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest.

I. **Personally Identifiable Information; Consumer Privacy Ombudsman Recommendation:** The sale of the Acquired Assets includes the sale of "personally identifiable information" as defined in section 101(41A) of the Bankruptcy Code ("Personally Identifiable Information"). The sale of the Debtors' Customer Information (as defined in the APA) constituting Customer PII (as defined in the Conditions (as defined below)) should be approved pursuant to the conditions set forth in Exhibit E attached hereto (the "Conditions"). The Purchaser has agreed to abide by the Conditions and, subject to the terms of this Order (including, without limitation, Exhibit

E), to be bound by, and succeed to, the Debtors' privacy policy attached hereto as Exhibit D (the "Debtor Privacy Policy").

J. Time of the Essence: Time is of the essence in effectuating the Agency Agreement and the APA and proceeding with the Sale of the Sale Assets, the grant of the Designation Rights and the sale of the Acquired Assets contemplated therein without interruption. Based on the record of the Sale Hearing, and for the reasons stated on the record at the Sale Hearing, the Sale under the Agency Agreement, the grant of the Designation Rights and the sale of the Acquired Assets to the Purchaser pursuant to the APA must be commenced on the first day following entry of this Order to maximize the value that the Agent and the Purchaser may realize from the Sale, the grant of the Designation Rights and the sale of the Acquired Assets, and the value that the Debtors may realize from entering into the Agency Agreement and APA. Accordingly, cause exists to lift the stay to the extent necessary, as contemplated by Bankruptcy Rules 4001(a) and 6004(h) and permit the immediate effectiveness of this Order.

K. Sale Free and Clear: A sale of the Sale Assets and the Acquired Assets other than one free and clear of liens, claims, encumbrances, defenses (including, without limitation, rights of setoff (other than setoffs exercised prior to the Petition Date) and recoupment) and interests, including, without limitation, security interests of whatever kind or nature, mortgages, conditional sales or title retention agreements, pledges, deeds of trust, hypothecations, liens, encumbrances, assignments, preferences, debts, easements, charges, suits, licenses, options, rights-of-recovery, judgments, orders and decrees of any court or foreign or domestic governmental entity, taxes (including foreign, state and local taxes), licenses, covenants, restrictions, indentures, instruments, leases, options, off-sets, claims for reimbursement, contribution, indemnity or exoneration, successor, product, environmental,

tax, labor, ERISA, CERCLA, COBRA, alter ego and other liabilities, causes of action, contract rights and claims, to the fullest extent of the law, in each case, of any kind or nature (including, without limitation, all “claims” as defined in section 101(5) of the Bankruptcy Code), known or unknown, whether pre-petition or post-petition, secured or unsecured, choate or inchoate, filed or unfilled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, statutory or non-statutory, matured or unmatured, legal or equitable (collectively, “Interests or Claims”) and without the protections of this Order would hinder the Debtors’ ability to obtain the consideration provided for in the Agency Agreement and the APA and, thus, would impact materially and adversely the value that the Debtors’ estates would be able to obtain for the sale of such assets. But for the protections afforded to the Agent and the Purchaser under the Bankruptcy Code and this Order, the Agent and the Purchaser would not have offered to pay the consideration contemplated in the Agency Agreement and the APA. The DIP Agent and the ABL Agent have consented to the Sale, the grant of the Designation Rights and the sale of the Acquired Assets pursuant to the Agency Agreement and the APA subject to application of the Purchase Price (as defined in the APA) in accordance with the *Final Order Under Bankruptcy Code Sections 105, 361, 362, 363, 364, 503, 506, 507, and 552, and Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014 (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting (A) Liens and Providing Superpriority Administrative Expense Status and (B) Adequate Protection to Prepetition Secured Creditors, (II) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 350] (the “Final DIP Order”). In addition, each entity with an Interest or Claim upon the Sale Assets, the Designation Rights or the Acquired Assets, (i) has either consented to the

Sale, the grant of the Designation Rights and the sale of the Acquired Assets, has not objected, or is deemed to have consented to the Sale, the grant of the Designation Rights and the sale of the Acquired Assets, (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such interest, or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code, and therefore, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Interests or Claims who did not object, or who withdrew their objections, to the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Therefore, approval of the Agency Agreement and the APA and the consummation of the Sale, the grant of the Designation Rights and the sale of the Acquired Assets free and clear of Interests or Claims (with such Interests and claims attaching to the proceeds of such sale by the Debtors) is appropriate pursuant to section 363(f) of the Bankruptcy Code and is in the best interests of the Debtors' estates, their creditors and other parties in interest. Any currently existing Interests or Claims encumbering all or any portion of the Sale Assets, the Designation Rights or the Acquired Assets shall attach to the Purchase Price (as defined in the APA), and other amounts to be received by the Debtors and the Merchant Secured Creditors (as defined in the Agency Agreement) under the Agency Agreement and the APA, with the same validity, priority, force and effect as the same had with respect to the assets at issue, subject to any and all defenses, claims and/or counterclaims or setoffs that may exist; provided, that, the foregoing, in all respects shall be subject to, and shall not in any manner alter, the Final DIP Order. Except as otherwise expressly set forth in this Order or the APA, the Agent and the Purchaser have not agreed to assume and shall have no obligations with respect to any liabilities of the Debtors or their subsidiaries or affiliates other than, solely with respect to the Purchaser, the Assumed Liabilities (as defined in the APA).

L. **Arm's-length Sale; No Fraudulent Transfer:** The Agency Agreement and the APA, as well as consideration to be paid by the Agent and the Purchaser under the Agency Agreement and the APA, were negotiated at arm's-length and, as modified by the Committee Settlement, constitute reasonably equivalent value and fair and adequate consideration for the right to conduct the Sale, the Designation Rights and the Acquired Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act and the laws of the United States, any state, territory, possession thereof or the District of Columbia. There has been no showing that the Debtors or the Purchaser are entering into the Agency Agreement or APA or proposing to consummate the transactions thereunder fraudulently, for the purpose of statutory or common law fraudulent conveyance and fraudulent transfer claims, whether under the Bankruptcy Code or under the laws of the United States, any territory, possession thereof or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing. The terms and conditions set forth in the Agency Agreement and APA, as modified by the Committee Settlement, are fair and reasonable under these circumstances and were not entered into for the purpose of, nor do they have the effect of, hindering, delaying or defrauding the Debtor or its creditors under any applicable laws.

M. **Good Faith:** The Debtors, their management and their boards of directors, including the Conflicts Committee of American Signature, Inc., the Agent, its members and its officers, directors, employees, agents and representatives, and the Purchaser, its members and its officers, directors, employees, agents and representatives actively participated in the bidding process and acted in good faith. The Agency Agreement and the APA were negotiated and entered into based upon arm's length bargaining, without collusion or fraud, and in good faith as that term is used in sections 363(m) and 364(e) of the Bankruptcy Code. The Agent, the Purchaser, their respective designees and

assignees and any purchaser of Sale Assets in the Sale shall be protected as good faith purchasers by sections 363(m) and 364(e) of the Bankruptcy Code in the event that this Order is reversed or modified on appeal. The Debtors were free to deal with any other party interested in buying or selling on behalf of the Debtors' estate some or all of the Sale Assets, the Designation Rights and the Potential Acquired Assets. None of the Debtors, the Agent or the Purchaser engaged in any conduct that would cause or permit the Sale, the grant of the Designation Rights, the sale of the Acquired Assets, the Agency Agreement, the APA, or any related action or the transactions contemplated thereby to be avoided under section 363(n) of the Bankruptcy Code, or that would prevent the application of sections 363(m) or 364(e) of the Bankruptcy Code. Neither the Agent nor the Purchaser violated section 363(n) of the Bankruptcy Code by any action or inaction. Specifically, the Agent and the Purchaser have not acted in a collusive manner with any person and was not controlled by any agreement among bidders. The Agent's and the Purchaser's prospective performance and payment of amounts owing under the Agency Agreement and the APA are in good faith and for valid business purposes and uses.

N. **Insider Status:** The Purchaser, the Agent and the Guarantor are, directly or indirectly, wholly owned by the Schottenstein family. Each of the Purchaser, the Agent and the Guarantor is therefore an insider of the Debtors. To ensure the fairness of the sale process, the Debtors created the Conflicts Committee comprised of an independent director who, in consultation with its independent professionals and the Debtors' advisors and professionals, determined that the Purchaser, the Agent and the Guarantor proposed a fair bid for the Sale Assets and the Acquired Assets and that entry into the APA and the Agency Agreement is in the best interests of the estate as it sets a floor price for the Assets and creates a structure around the purchase of the Debtors' assets. At all times, the Purchaser

and the Agent have been represented by separate counsel and negotiations resulting in entry into the APA and the Agency Agreement have been conducted at arm's-length and in good faith.

O. **Security Interests:** The liens provided for in the Agency Agreement and this Order to secure the obligations of the Debtors under the Agency Agreement to the Agent are necessary to induce the Agent to agree to terms for the Agency Agreement that maximize value for the Debtors' estates. The absence of such protections would impact materially and adversely the value available to the Debtors. But for the protections afforded to the Agent under the Bankruptcy Code, this Order, and the Agency Agreement, the Agent would not have agreed to pay the Debtors the compensation provided for under the Agency Agreement. In addition, the DIP Agent and the ABL Agent, to the extent either holds a security interest in the property to which the Agent's security interests attach, has either consented or not objected to the security interests provided for in the Agency Agreement, subject to the satisfaction of the terms and conditions set forth in the Agency Agreement and the terms of this Order.

P. **Corporate Authority:** Subject to entry of this Order, the Debtors (i) have full corporate or other power and authority to execute, deliver and perform their obligations under the Agency Agreement and the APA and to consummate all transactions contemplated thereby (including, without limitation, entering into and performing under each of the ancillary agreements, instruments or other documents contemplated by the Agency Agreement or the APA, and reaching an agreement and resolution regarding the Final Reconciliation (as defined in the Agency Agreement)), and (ii) entry into, delivery and performance under the Agency Agreement and the APA and consummation of all transactions contemplated thereby (including, without limitation, entering into and performing under each of the ancillary agreements, instruments or other documents contemplated by the Agency

Agreement or the APA, and reaching an agreement and resolution regarding the Final Reconciliation) have been duly and validly authorized by all necessary corporate or similar action. No consents or approvals, other than those expressly provided for herein or in the Agency Agreement or the APA, are required for the Debtors to consummate such transactions.

Q. No Successor Liability: No sale, transfer or other disposition of the Sale Assets, the Designation Rights or the Acquired Assets pursuant to the Agency Agreement or the APA, entry in the Agency Agreement or the APA or consummation of the transactions contemplated by the Agency Agreement or the APA will subject the Agent or Purchaser to any liability for Interests or Claims asserted against the Debtors or the Debtors' interests in the Sale Assets, the Designation Rights or the Acquired Assets by reason of such transfer under any laws, including, without limitation, any bulk-transfer laws or any theory of successor or transferee liability, antitrust, environmental, product line, de facto merger or substantial continuity or similar theories. Neither the Agent nor the Purchaser is the alter ego of, a successor in interest to or a continuation of the Debtors or their estates and there is no continuity between either of the Agent or the Purchaser, on the one hand, and the Debtors, on the other hand. Neither the Agent nor the Purchaser is holding itself out to the public as a continuation of the Debtors. Neither the Agent nor the Purchaser is a successor to the Debtors or their estates and consummation of the Sale, the grant of the Designation Rights, the sale of the Acquired Assets and the other transactions contemplated by the Agency Agreement and the APA does not amount to a consolidation, merger, or de facto merger of the Agent and the Purchaser, on the one hand, and the Debtors, on the other hand.

R. No Sub Rosa Plan: Entry into the Agency Agreement, the APA and the transactions contemplated thereby neither impermissibly restructures the rights of the Debtors' creditors, nor

impermissibly dictates the terms of a liquidating plan of reorganization for the Debtors. Entry into the Agency Agreement and APA do not constitute a sub rosa chapter 11 plan.

S. **Assumption and Assignment:** The potential assumption and assignment of the Potential Assigned Agreements (as defined in the APA) pursuant to the terms of the APA, whether as a result of the exercise of the Designation Rights or otherwise, and this Order is integral to the Agency Agreement and the APA and is in the best interests of the Debtors and their estates, creditors, and other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

A. Motion Granted, Objections Overruled

1. The relief requested in the Motion is granted as set forth herein, and the Sale, the grant of the Designation Rights, the sale of the Acquired Assets and the other transactions contemplated by this Order, the Agency Agreement and the APA, as modified by the Committee Settlement, are approved as set forth herein.

2. The Official Committee of Unsecured Creditors (the “Committee”), the Debtors, and the Purchaser have agreed to the terms of a global settlement to resolve the *Objection of the Official Committee of Unsecured Creditors to Debtors’ Motion to Approve Sale to ASI Purchaser LLC*⁵(the “Committee Settlement”). The Committee Settlement provides for the following:

a. The Purchaser shall increase the purchase price by \$10,750,000 in the aggregate. The Initial Purchase Price Payment shall be increased by \$6,000,000. No later than

⁵ Docket Nos. 470, 499.

the date that is three months following the Closing Date, the Purchaser shall pay the estates the remaining \$4,750,000. For the avoidance of doubt, the increase in the Purchase Price provided for herein shall not be subject to, or factored into, the Purchase Price adjustments, including those set forth in section 3 of the Agency Agreement;

b. The Debtors' estates, or any successors thereto, shall be entitled to receive from Purchaser a share of the Net Cash Proceeds (as defined in the APA) from the sale of the Acquired Real Property, as set forth more fully in the APA, equal to (i) 15% of such Net Cash Proceeds in excess of the sum of \$67.5 million and the Buyer's Carrying Costs (as defined in the APA) with respect to the Acquired Real Property payable after the Closing Date and not greater than the sum of \$70 million and the Buyer's Carrying Costs with respect to the Acquired Real Property payable after the Closing Date and (ii) 50% of such Net Cash Proceeds in excess of the sum of \$70 million and the Buyer's Carrying Costs with respect to the Acquired Real Property payable after the Closing Date. Beginning promptly following the Closing Date, the Purchaser shall make good faith efforts to diligently market and sell each parcel of Acquired Real Property, which may include efforts to install tenant(s) to facilitate the sale of the Acquired Real Estate. The Purchaser shall provide the Debtors, the Committee and any trust created pursuant to a confirmed chapter 11 plan, as applicable (collectively, the "Estate Representatives") (i) monthly reports regarding the progress of the sale of the Acquired Real Property, including a list of parties actively engaged in diligence and details regarding any offers received, and (ii) notice of any written counteroffers promptly following receipt thereof. The Court shall retain jurisdiction to resolve any disputes regarding the provisions hereof, including any challenge to the good faith efforts of the Purchaser and any claims by

the Estate Representatives that are available at law and in equity. The Purchaser reserves all defenses with respect thereto;

c. The Debtors shall receive a \$500,000 reduction (the “TSA Claim Reduction”) in the amounts payable under the transition services agreement to be negotiated between the Debtors and the Purchaser, in consultation with the Committee;

d. The Schottenstein Parties (as defined below) shall waive all claims against the Debtors and their estates except for (a) claims under the APA and the Agency Agreement and the other documents entered into in connection therewith, (b) claims under any transition services agreement or otherwise relating to the provision of postpetition services (including postpetition occupancy expenses and postpetition delivery services) by the Schottenstein Parties (including any rights of recoupment/offset), subject to the TSA Claim Reduction, (c) claims under the DIP Credit Agreement (as defined in the Final DIP Order) or the Prepetition ABL Credit Agreement or the Final DIP Order and, in each case, the other documents entered into in connection therewith, (d) claims under the Consulting Agreement (as defined in the Agency Agreement);

e. The Debtors shall amend the Schedules of Assets and Liabilities for American Signature, Inc. to remove the claims that have “Kroehler” listed as the basis for the claims;

f. The Debtors and the Committee shall work in good faith on the terms of a chapter 11 plan of liquidation which shall be (i) consistent with the terms of this Order, the APA and the Agency Agreement, (ii) contain customary releases, including of the Schottenstein Parties (it being understood that all Claims and Causes of Action of the Debtors

against the Schottenstein Parties constitute Acquired Assets and are being released pursuant to the terms of this Order, the APA and the Agency Agreement), and (iii) otherwise be in form and substance reasonably satisfactory to the Committee and consistent with the terms of this Committee Settlement;

g. Except as otherwise agreed to by the Committee, the plan of liquidation shall provide for the creation of a post-confirmation trust, whose trustee shall be selected by the Committee, to wind down the Debtors' estates, reconcile claims, and make distributions to creditors;

h. The Debtors shall file a motion to establish a deadline for filing proofs of claim by February 20, 2026; and

i. With respect to any Avoidance Actions that are not sold to the Purchaser (the "Non-Acquired Avoidance Actions"), the Debtors shall not pursue the Non-Acquired Avoidance Actions during the Chapter 11 Cases and the Non-Acquired Avoidance Actions shall be transferred to the post-confirmation trust provided for in any confirmed chapter 11 plan.

3. The Committee Settlement is approved in its entirety.

4. Except as otherwise expressly provided in this Order, other than the Adjourned Objections, any remaining objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections are overruled in all respects and denied.

B. Agency Agreement and APA Approved and Authorized

5. Subject to the Committee Settlement, the Agency Agreement and APA are approved pursuant to sections 105, 363, 364, 365 and 554 of the Bankruptcy Code and Rules 2002, 4001, 6004, 6006 and 9014 of the Bankruptcy Rules. The Debtors are hereby authorized and empowered to enter into and perform under the Agency Agreement, the APA and each of the transactions contemplated therein (including, without limitation, entering into and performing under each of the ancillary agreements, instruments or other documents contemplated thereby, and reaching an agreement and resolution regarding the Final Reconciliation (in consultation with the Committee and subject to the dispute resolution provisions of the Agency Agreement), which agreement and resolution shall be binding on all parties (including (without limitation) the Debtors, the Committee, any successor chapter 7 or chapter 11 trustee, and all other parties in interest) without further order of the Court), each of which is hereby approved in its entirety and is incorporated herein by reference. The failure to include specifically any particular provision of the Agency Agreement or the APA in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Agency Agreement and the APA and all of their provisions, payments and transactions, in each case as modified by the Committee Settlement, be authorized and approved in their entirety. Likewise, all of the provisions of this Order are nonseverable and mutually dependent.

6. All amounts payable by the Debtors under the Agency Agreement and the APA shall be payable in accordance with the terms of the Agency Agreement, the APA, and this Order, as applicable, without the need for any application therefor by the recipient thereof (regardless of whether such recipient is the Agent, the Purchaser or otherwise) or any further order of the Court.

7. The Debtors are authorized to remit, or cause to be remitted, proceeds from the Initial Purchase Price Payment (as defined in the Agency Agreement) for the benefit of (i) the DIP Agent, the ABL Agent and the other Merchant Secured Creditors (as defined in the Agency Agreement) in accordance with and subject to the Final DIP Order (the “Repayment Amount”), (ii) PNC (as defined in the Final DIP Order) in accordance with and subject to the Final DIP Order (the “PNC Payment”), and (iii) Huntington National Bank in respect of amounts due under the Commercial Card Account Agreement, dated as of July 25, 2022 (as amended, supplemented or otherwise modified from time to time, the “Huntington P-Card Agreement”), by and between Huntington National Bank and American Signature (the “Huntington Payment”), except as expressly provided for in this Order. The DIP Agent and the ABL Agent, as applicable, may apply the Repayment Amount immediately to the obligations of the Debtors to the DIP Agent, the ABL Agent and the other Merchant Secured Creditors under the DIP Credit Agreement (as defined in the Final DIP Order) and the Prepetition ABL Credit Agreement (as defined in the Final DIP Order). PNC may apply the PNC Payment immediately to the obligations of the Debtors to PNC on account of the PNC Mortgage Loan (as defined in the APA). Huntington National Bank may apply the Huntington Payment immediately to the obligations of the Debtors under the Huntington P-Card Agreement. For the avoidance of doubt, notwithstanding anything to the contrary in this Order, the APA or the Agency Agreement, the Debtors are further authorized to and shall remit, or cause to be remitted, promptly on the Closing Date, directly to the DIP Agent and ABL Agent, proceeds of the Sale in an amount sufficient to repay in full in cash all of the DIP Obligations (as defined in the Final DIP Order) and Prepetition ABL Obligations (as defined in the Final DIP Order) in accordance with and subject to the Final DIP Order, the DIP Credit Agreement and payoff documentation in form and substance reasonably acceptable to the DIP Agent, the Agent, the

Purchaser, and the Debtors. For the further avoidance of doubt, notwithstanding anything to the contrary in this Order, the APA or the Agency Agreement, the Debtors are further authorized to and shall remit, or cause to be remitted, promptly on the Closing Date, directly to PNC, proceeds of the Sale in an amount sufficient to repay in full in cash all of the Prepetition Term Loan Obligations (as defined in the Final DIP Order) in accordance with and subject to the Final DIP Order, the Prepetition Term Loan Documents (as defined in the Final DIP Order) and payoff documentation in form and substance reasonably acceptable to PNC, the Agent, the Purchaser, and the Debtors.

8. Subject to the provisions of this Order, the Debtors, the Agent and the Purchaser are hereby authorized, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to conduct the Sale in accordance with the Agency Agreement and the sale guidelines attached hereto as Exhibit C (the “Sale Guidelines”) except as may be modified by a Side Letter (as defined below), which Sale Guidelines are hereby approved in their entirety, and to consummate the grant of the Designation Rights, the sale of the Acquired Assets and the other transactions contemplated by the APA.

9. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors, the Agent, the Purchaser and each of their respective officers, employees and agents are hereby authorized to execute such documents and to do such acts as are reasonably necessary or desirable to carry out the Sale, the grant of the Designation Rights, the sale of the Acquired Assets and the other transactions contemplated by the Agency Agreement and the APA and to effectuate the Agency Agreement, the APA and each of the transactions and related actions contemplated or set forth therein. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

C. Order Binding

10. This Order may be presented to any and all 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, state and local officials, and all other persons and entities who may be required by operation of law, to facilitate the effectuation of 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 the Sale Assets, the Designation Rights or the Acquired Assets. This Order shall be binding on all of the Debtors' creditors and equity holders (whether known or unknown), the Debtors, their estates, the Agent, the Purchaser, and their respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting any Interest or Claim against the Debtors or in the Sale Assets, the Designation Rights or the Acquired Assets and all counterparties to any executory contract or unexpired lease of the Debtors, notwithstanding any subsequent appointment of any trustee, party, entity or other fiduciary under any section of the Bankruptcy Code with respect to the forgoing parties, and as to such trustee, party, entity or other fiduciary, such terms and provisions likewise shall be binding. The provisions of this Order and the terms and provisions of the Agency Agreement and APA, and any actions taken pursuant hereto or thereto shall survive the entry of any order which may be entered confirming or consummating any plan(s) of the Debtors, converting the Debtors' Chapter 11 Cases from chapter 11 to chapter 7 or dismissing the Debtors' Chapter 11 Cases, and the terms and provisions of the Agency Agreement and APA, as well as the rights and interests granted pursuant to this Order, the Agency Agreement and APA, shall continue in these Chapter 11 Cases or any superseding cases and shall be binding upon

the Debtors, the Agent, Purchaser and their respective successors and permitted assigns, including any trustee or other fiduciary hereafter appointed as a legal representative of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code. Any trustee appointed in these Chapter 11 Cases shall be and hereby is authorized to operate the business of the Debtors to the fullest extent necessary to permit compliance with the terms of this Order, the Agency Agreement and the APA, and the Agent, the Purchaser and the trustee shall be and hereby are authorized to perform under the Agency Agreement and the APA upon the appointment of the trustee without the need for further order of this Court.

D. Good Faith

11. Entry into the Agency Agreement and APA is undertaken by the parties thereto in good faith, as that term is used in sections 363(m) and 364(e) of the Bankruptcy Code, and the Agent, the Purchaser, their respective designees and assignees and any purchaser of Sale Assets in the Sale shall be protected as good faith purchasers by sections 363(m) and 364(e) of the Bankruptcy Code in the event that this Order is reversed or modified on appeal. The reversal or modification on appeal of the authorization provided herein to enter into the Agency Agreement or the APA and to consummate the transactions contemplated thereby shall not affect the validity of such transactions, unless such authorization is duly stayed pending such appeal. The Agent, the Purchaser, their respective designees and assignees and any purchaser of Sale Assets in the Sale are entitled to all of the benefits and protections afforded to good faith purchasers by sections 363(m) and 364(e) of the Bankruptcy Code. The transactions contemplated by the Agency Agreement and APA are not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code.

E. Conduct of the Sale

12. Except as otherwise provided in the Agency Agreement or this Order, pursuant to

sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, following the Sale Commencement Date (as defined in the Agency Agreement), the Agent and the Purchaser shall be authorized to sell all Sale Assets to be sold pursuant to the Agency Agreement and, upon the occurrence of the Closing (as defined in the APA) (or (i) with respect to each Acquired Location (as defined in the APA) and related Acquired Assets, on the applicable Lease Assignment Date (as defined in the APA), (ii) with respect to each Assigned Agreement (as defined in the APA) assumed and assigned pursuant to Section 3.6 of the APA, the date of such assumption and assignment and (iii) with respect to any Equipment (as defined in the APA) as to which Borrower elects to take ownership pursuant to Section 3.7 of APA, as of the date of such election) and pursuant to the terms of the APA, the Designation Rights and the Acquired Assets shall be transferred to the Purchaser, in each case free and clear of any and all Interests or Claims (including, without limitation, the liens and security interests, as the same may have been amended from time to time, of the DIP Agent), whether arising by agreement, any statute or otherwise and whether arising before, on or after the date on which these Chapter 11 Cases were commenced, with any presently existing Interests or Claims encumbering all or any portion of the Sale Assets, the Designation Rights and the Acquired Assets or the proceeds thereof (including, but not limited to, the security interest of the DIP Agent) attaching only to the Purchase Price, with the same validity, priority, force and effect as the same had with respect to the assets at issue, subject to any and all defenses, claims and/or counterclaims or setoffs that may exist. For the sake of clarity, however, nothing in this Paragraph is intended to diminish the liens in favor of the Agent, as reflected in the Agency Agreement and this Order, that attach to the Agent Collateral (as defined below). Notwithstanding the immediately preceding sentence (but except as otherwise expressly set forth in this Order or the order authorizing the assumption and assignment of any Lease

and/or Potential Assigned Agreement), the assumption and assignment of any Lease and/or Potential Assigned Agreement shall not be free and clear of (or extinguish or diminish) the obligations and liabilities arising under such Lease and/or Potential Assigned Agreement, as applicable, or any provision of such Lease or Potential Assigned Agreement, including any encumbrances, covenants, agreements or rights applicable to such Lease or Potential Assigned Agreement that may limit or condition the use or lease of real property, such as easements, reciprocal easement agreements or redevelopment agreements, covenants, licenses or permits, that are not executory and that run with the land. Additionally, nothing in the first sentence of this paragraph is intended to waive the responsibility of the Purchaser (or any applicable Assignee) to assume the Acquired Leases and/or Assigned Agreements subject to all their terms, including responsibility for accruing, but not yet due, obligations under the terms of those Acquired Leases to be performed when due under the terms of the Leases or Potential Assignment Agreements on or after the applicable Lease Assignment Date, irrespective of the period to which such obligations relate. Prior to the occurrence of the Sale Commencement Date and the Closing, the Debtors shall maintain the Sale Assets and the Potential Acquired Assets in accordance with the terms and conditions of the Agency Agreement and the APA.

13. If any person or entity that has filed financing statements, mortgages, construction or mechanic's liens, lis pendens or other documents or agreement evidencing Interests or Claims on or in the Sale Assets, the Designation Rights or the Acquired Assets shall not have delivered to the Debtors, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of any Interests or Claims which the person or entity has with respect to the Sale Assets, the Designation Rights or the Acquired Assets, each such person or entity is hereby authorized to deliver all such statements, instruments and releases and any Debtors, the

Agent and the Purchaser are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity asserting the same and any of the Debtors, the Agent and the Purchaser is authorized to file a copy of this Order which, upon filing, shall be conclusive evidence of the release and termination of such Interest or Claim. Each and every federal, state and local governmental unit is hereby authorized to accept any and all documents and instruments necessary or appropriate to give effect to the Sale, the grant of the Designation Rights, the sale of the Acquired Assets and all other transactions contemplated by the Agency Agreement and the APA.

14. All entities that are presently in possession of some or all of the Sale Assets or the Acquired Assets hereby are directed to surrender possession of such Assets or other property to the Agent and Purchaser in accordance with the terms of the Agency Agreement and the APA.

15. Unless otherwise ordered by the Court, all newspapers and other advertising media in which the Sale may be advertised and all Landlords are authorized to accept this Order as binding authority so as to authorize the Debtors, the Agent and the Purchaser to consummate the Agency Agreement, the APA and the transactions contemplated therein, including, without limitation, to consummate the grant of the Designation Rights and the sale of the Acquired Assets pursuant to the APA and to conduct and advertise the Sale in the manner contemplated by the Agency Agreement, including, without limitation, conducting and advertising of the Sale (at the rates charged to the Debtors prior to the Petition Date, whether pursuant to an ongoing contract or otherwise) in accordance with the Agency Agreement, the Sale Guidelines, any Side Letter, and this Order.

16. Notwithstanding any other provisions herein, nothing in this Order, the Agency Agreement or APA releases, nullifies, or enjoins the enforcement of any liability to a governmental

unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) that any entity would be subject to as the owner, lessor, lessee, or operator of the property after the date of entry of this Order. Nothing contained in this Order, the Agency Agreement or APA shall in any way (i) diminish the obligation of any entity to comply with environmental laws, or (ii) diminish the obligations of the Debtors to comply with environmental laws consistent with their rights and obligations as debtors in possession under the Bankruptcy Code. Nothing herein shall be construed to be a determination that the Agent or the Purchaser is an operator with respect to any environmental law or regulation. Moreover, the Sale shall not be exempt from, and the Agent and the Purchaser shall be required to comply with, laws of general applicability, including, without limitation, public health and safety, criminal, tax, labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including consumer laws regulating deceptive practices and false advertising (collectively, “General Laws”). Nothing in this Order shall alter or affect the Debtors’, the Agent’s and the Purchaser’s obligations to comply with all applicable federal safety laws and regulations. Nothing in this Order shall be deemed to bar any Governmental Unit (as defined in Bankruptcy Code section 101(27)) from enforcing General Laws in the applicable non-bankruptcy forum, subject to the Debtors’, the Agent’s and the Purchaser’s right to assert in that forum or before this Court that any such laws are not in fact General Laws or that such enforcement is impermissible under the Bankruptcy Code, this Order, or otherwise, pursuant to Paragraphs 17 and 18 hereunder. Notwithstanding any other provision in this Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code. Nothing in this Order shall be deemed to have made any rulings on any such issues.

17. Disputes Between Government Units, the Debtor and the Agent. To the extent that the Sale is subject to any federal, state or local statute, ordinance, or rule, or licensing requirement solely directed at regulating “store closing,” “sale on everything,” “total liquidation,” “total inventory blowout,” “everything must go,” “going out of business” or similarly themed sales, or bulk sale laws (each a “GOB Law,” and together, the “GOB Laws”), including laws restricting safe, professional and non-deceptive, customary advertising such as signs, banners, posting of signage, and use of sign-walkers solely in connection with the Sale and including ordinances establishing license or permit requirements, waiting periods, time limits or bulk sale restrictions that would otherwise apply solely to Sale (collectively, the “Liquidation Laws”), the following provisions shall apply:

a. Provided that the Sale is conducted in accordance with the terms of this Order, the Agency Agreement and the Sale Guidelines, and in light of the provisions in the laws of many Governmental Units that exempt court-ordered sales from their provisions, the Debtors, and the Debtors’ landlords shall be deemed to be in compliance with any GOB Laws and Liquidation Laws and, subject to Paragraph 18, are authorized to conduct the Sale in accordance with the terms of this Order, the Agency Agreement and the Sale Guidelines without the necessity of further showing compliance with any such GOB Laws and Liquidation Laws.

b. Within two (2) business days of entry of this Order, the Debtors shall serve copies of this Order, the Agency Agreement and the Sale Guidelines via regular mail and, in the Debtors’ discretion, e-mail or facsimile on: (i) the Attorney General’s office for each state where the Sale is being held, (ii) the county consumer protection agency or similar agency for each county where the Sale will be held, (iii) the division of consumer protection

for each state where the Sale will be held; and (iv) the chief legal counsel for the local jurisdiction (collectively, the “Disputed Noted Parties”).

c. To the extent there is a dispute arising from or relating to the Sale, this Order, the Agency Agreement, or the Sale Guidelines, which dispute relates to any GOB Laws or Liquidation Laws (a “Reserved Dispute”), the Court shall retain jurisdiction to resolve the Reserved Dispute. Any time within fifteen (15) days following service of this Order, any Governmental Unit may assert that a Reserved Dispute exists by serving written notice of such Reserved Dispute so as to ensure delivery thereof within one (1) business day thereafter (the “Dispute Notice”) explaining the nature of the dispute to: (i) counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19899, Attn: Laura Davis Jones, Esq. (ljones@pszjlaw.com) and David M. Bertenthal, Esq. (dbertenthal@pszjlaw.com); and (ii) counsel to the Purchaser (a) Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, NY 10019, Attn: Scott Charles, Esq. (SKCharles@wlrk.com), Neil M. Snyder, Esq. (NMSnyder@wlrk.com) and (b) Morris Nichols Arsht & Tunnell, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington DE 19899-1347, Attn: Derek C. Abbott, Esq. (dabbott@morrisnichols.com). The Dispute Notice will be promptly delivered by the Debtors to the affected landlord, and to the extent known, such landlord’s counsel of record. If the Debtors, the Agent, and the Governmental Unit are unable to resolve the Reserved Dispute within fifteen (15) days after the initial service of the notice by the Governmental Unit, the aggrieved party may file a motion with the Bankruptcy Court requesting that the Bankruptcy Court resolve the Reserved Dispute (a “Dispute Resolution Motion”).

d. In the event a Dispute Resolution Motion is filed, nothing in this Order shall preclude the Debtors, a Landlord, the Agent or other interested party from asserting (i) that the provisions of any GOB Laws and/or Liquidation Laws are preempted by the Bankruptcy Code or (ii) that neither the terms of this Order, nor the Debtors or the Agent's conduct pursuant to this Order, violates such GOB Laws and/or Liquidation Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of this Order or to limit or interfere with the Debtors' or the Agent's ability to conduct or to continue to conduct the Sale pursuant to this Order and the Agency Agreement, as applicable, absent further order of this Court. The Court grants authority for the Debtors and the Agent to conduct the Sale pursuant to the terms of this Order, the Agency Agreement, and the Sale Guidelines attached hereto (as may be modified by any Side Letters) and to take all actions reasonably related thereto or arising in connection therewith. The Governmental Unit shall be entitled to assert any jurisdictional, procedural, or substantive arguments it wishes with respect to the requirements of its Liquidation Laws or the lack of any preemption of such GOB Laws and/or Liquidation Laws by the Bankruptcy Code. Nothing in this Order shall constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.

e. If, at any time, a dispute arises between the Debtors and/or the Agent and a Governmental Unit as to whether a particular law is a GOB Law and/or Liquidation Law, and subject to any provisions contained in this Order related to GOB Laws and/or Liquidation Laws, then any party to that dispute may utilize the provisions of subparagraphs (b) and (c) hereunder by serving a notice to the other party and proceeding thereunder in accordance with

those paragraphs. Any determination with respect to whether a particular law is a GOB Law and/or Liquidation Law shall be made de novo.

18. Notwithstanding anything herein to the contrary, and in view of the importance of the use of sign-walkers, banners, and other advertising to the Sale, to the extent that disputes arise during the course of the Sale regarding laws regulating the use of sign-walkers and banner advertising and the Debtors or the Agent are unable to resolve the matter consensually with the Governmental Unit, any party may request an immediate telephonic hearing with this Court pursuant to these provisions. Such hearing will, to the extent practicable, be scheduled initially within two (2) business days of such request, subject to the Court's availability. This scheduling shall not be deemed to preclude additional hearings for the presentation of evidence or arguments as necessary, *provided* that this Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of any Side Letter.

19. Except to the extent of the reserved rights of Governmental Units expressly granted elsewhere in this Order, the Debtors and the Agent are hereby authorized to take such actions as may be necessary and appropriate to implement the Agency Agreement and to conduct the Sale without necessity of further order of this Court as provided in the Agency Agreement or the Sale Guidelines, including, but not limited to, advertising the Sale as "store-closing," "sale on everything," "everything must go" or similar-themed sales (but not as a "going out of business," "total liquidation," "bankruptcy ordered" or "bankruptcy liquidation" sale) through the posting of signs (including the use of exterior banners at non-enclosed mall Stores and Distribution Centers, and at enclosed mall Stores and Distribution Centers to the extent the applicable Store or Distribution Center entrance does not require entry into the enclosed mall common area), use of sign-walkers and street signage; *provided, however,*

that the terms of any Side Letter (defined below) as between the parties to such Side Letter shall control over the terms of the Sale Guidelines, applicable prior orders of the Court, and this Order.

20. Except as expressly provided in the Agency Agreement, the Sale shall be conducted by the Debtors and the Agent notwithstanding any restrictive provision of any lease, sublease or other agreement relative to occupancy affecting or purporting to restrict the conduct of the Sale, abandonment of assets or “going dark” provisions. The Agent and Landlords of the Stores and Distribution Centers are authorized to enter into agreements (“Side Letters”) between themselves modifying the Sale Guidelines without further order of the Court, and such Side Letters shall be binding as among the Agent and any such Landlords as to the conduct of the Sale, provided that nothing in such Side Letters affects the provisions of Paragraph 17. In the event of any conflict between the Sale Guidelines, prior order of the Court, or this Order and any Side Letter as between the parties to such Side Letter, the terms of such Side Letter shall control.

21. Except as expressly provided for herein or in the Sale Guidelines, and except with respect to any Governmental Unit (as to which Paragraphs 17 and 18 shall apply), no person or entity, including but not limited to any Landlord, licensor, or creditor, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the grant of the Designation Rights, the sale of the Acquired Assets or any other transaction contemplated by the APA or the conduct of the Sale in accordance with the terms of the Agency Agreement, or the advertising and promotion (including the posting of signs and exterior banners or the use of sign-walkers) of such Sale, and all such parties and persons of every nature and description, including Landlords, licensors, creditors and utility companies and all those acting for or on behalf of such parties, are prohibited and enjoined from (i) interfering in any way with, or otherwise impeding, the consummation of the grant

of the Designation Rights, the sale of the Acquired Assets, the conduct of the Sale or any other transaction contemplated by the APA or the Agency Agreement and/or (ii) instituting any action or proceeding in any court or administrative body seeking an order or judgment against, among others, the Debtors, the Agent, the Purchaser or the Landlords at the Stores, Distribution Centers, Locations or Acquired Real Property that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the consummation of the grant of the Designation Rights, the sale of the Acquired Assets, the conduct of the Sale or any other transactions contemplated by the APA and Agency Agreement and/or seek to recover damages for breach(es) of covenants or provisions in any lease, sublease or license based upon any relief authorized herein (so long as, with respect to the Sale at the Stores and Distribution Centers, such are conducted in accordance with the terms of the Sale Guidelines, as may have been modified by Side Letter).

22. The Agent shall have the right to use the Debtors' Stores and Distribution Centers and all related services, furniture, fixtures, equipment and other assets of the Debtors in accordance with the Agency Agreement, free of any interference from any entity or person, subject to compliance with the Sale Guidelines and this Order and subject to Paragraph 17.

23. Nothing in this Order shall (a) alter or affect the Debtors' obligations (including payment obligations) to comply with section 365(d)(3) of the Bankruptcy Code or (b) alter or modify the rights of any lessor or other counterparty to a lease with the Debtors to file an appropriate motion or otherwise seek appropriate relief if the Debtors fail to comply with section 365(d)(3) of the Bankruptcy Code; provided that the conduct of the Sale in accordance with the Sale Guidelines, as may have been modified by Side Letter, shall not be a violation of section 365(d)(3) of the Bankruptcy Code.

24. Pursuant to section 554(a) of the Bankruptcy Code, the Debtors, the Agent and the Purchaser, as applicable, are permitted to abandon property of the Debtors' estates in accordance with the terms and provisions of the Agency Agreement and the APA, without incurring liability to any person or entity; provided, however, that, unless each of the Agent and the Purchaser otherwise consents, the Debtors may only abandon property located in any Store, Distribution Center or Location on or after the later of the applicable Sale Termination Date (as defined in the Agency Agreement) or the end of the applicable Designation Rights Period (as defined in the APA); *provided* that, prior to the Debtors, the Agent and the Purchaser, as applicable, abandoning property of the Debtors' estates in accordance with this paragraph 24, the Debtors shall provide notice of such abandonment to the applicable lease counterparty and each third party that has asserted a lien against, or is known by the Debtors to have an ownership interest in, such property; *provided further* that no such abandonment by the Debtors shall be permitted if the applicable Lease has been assumed and assigned pursuant to the APA. In the event of any such abandonment, following the rejection of the Lease for the affected Store, Distribution Center or Location, all applicable Landlords shall be authorized to dispose of such property without any liability to the Debtors or their estates, subject to the liens or interests of any non-consenting third parties in the abandoned properties under applicable law, and such abandonment shall be without prejudice to any Landlord's right to assert any claim based on such abandonment and without prejudice to the Debtor or other party in interest to object thereto. The rights, claims and remedies, if any, of all persons other than the Debtors and their estates with respect to the abandoned property under applicable law are hereby preserved.

25. Before any sale, abandonment or other disposition of the Debtors' computers (including software) and/or cash registers and any other point of sale FF&E located at the Stores,

Distribution Centers or Locations (collectively, “POS Equipment”) that may contain customer lists, identifiable personal and/or confidential information about the Debtors’ employees and/or customers, or credit card numbers (“Confidential Information”) takes effect, the Debtors shall remove or cause to be removed the Confidential Information from the POS Equipment (provided that nothing in this Paragraph 25 shall have any affect upon the obligations of the Debtors to transfer such Confidential Information to the Purchaser pursuant to the terms of the APA).

26. The Agent shall not have any obligation to accept the Debtors’ gift certificates, gift cards, merchandise credits, rebates or guarantees that were issued by the Debtors prior to the Sale Commencement Date. The Agent shall not have any obligation to accept returns of, or grant refunds or exchanges with respect to, merchandise sold by the Debtors prior to the Sale Commencement Date.

27. All state and federal laws relating to implied warranties for latent defects shall be complied with and are not superseded by the sale of said goods or the use of the terms “as is” or “final sales.” The Debtors and the Agent shall accept return of any goods purchased during the Sale that contain a defect which the lay consumer could not reasonably determine was defective by visual inspection prior to purchase for a full refund, provided that the consumer must return the merchandise within twenty-one (21) days of their purchase, the consumer must provide a receipt, and the asserted defect must in fact be a “latent” defect. For the avoidance of doubt, any such returned goods shall be treated as Defective Merchandise (as defined in the Agency Agreement).

28. During the Sale Term (as defined in the Agency Agreement) and in accordance with terms of the Agency Agreement, except to the extent such intellectual property is acquired by Agent pursuant to the APA, the Agent shall be granted a limited license and right to use the trade names, logos and customer, mailing and e-mail lists, websites and social media relating to and used in

connection with the operation of the Stores and the Distribution Centers as identified in the Agency Agreement, solely for the purpose of advertising the Sale in accordance with the terms of the Agency Agreement; provided, however, that the Agent shall not have direct access to any Personally Identifiable Information contained therein.

29. Except as expressly set forth in the Agency Agreement or the APA, neither the Agent nor the Purchaser shall have any obligation, as successors or otherwise (including, without limitation, with respect to successor or vicarious liabilities of any kind or character), under any theory of law or equity, to pay wages, bonuses, severance pay, benefits (including, without limitation, contributions or payments on account of any under-funding with respect to any and all pension plans), or any other payment to employees of the Debtors or any of their affiliates, and neither the Agent nor the Purchaser shall have any liability, as successors or otherwise (including, without limitation, with respect to successor or vicarious liabilities of any kind or character), under any theory of law or equity, with respect to the following (collectively, the “Employee Obligations”): (a) any employment or labor agreements (including, without limitation, any collective bargaining agreements), consulting agreements, severance arrangements, change-in-control agreements, or other similar agreement to which any Debtors or any of their affiliates are a party; (b) any pension, welfare, compensation, retention, incentive or other employee benefit plans, agreements, practices, or programs to which any Debtors or any of their affiliates are a party, including, without limitation, any pension plan at any time sponsored, maintained, contributed to, or required to be contributed to by any of the Debtors, any of their affiliates or any member of any of their respective controlled groups (within the meaning of Sections 414(b), (c), (m) or (o) of the Internal Revenue Code or Section 4001(b)(1) of Employee Retirement Income Security Act of 1974, as amended (“ERISA”); (c) the cessation of the Debtors’

operations, dismissal of employees, or termination (including, without limitation, rejection) of employment or labor agreements (including, without limitation, any collective bargaining agreements), consulting agreements, severance agreements, change-in-control agreements, other similar agreements or pension, welfare, compensation, retention, incentive or other employee benefit plans, agreements, practices, programs, or obligations that might otherwise arise from or pursuant to ERISA, the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination and Employment Act of 1967, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Worker Adjustment and Retraining Notification Act or otherwise; or (d) workmen's compensation or occupational disease, unemployment, or temporary disability insurance claims (any agreement, plan, policy, practice, arrangement, or program described in (a) through (d), collectively the "Employee Arrangements"). Neither the Agent nor the Purchaser shall in any way, as successor or otherwise (including, without limitation, with respect to successor or vicarious liabilities of any kind or character), under any theory of law or equity, be deemed a party to or assignee of any Employee Arrangement, and no employee of the Agent or the Purchaser shall be deemed in any way covered by or a party to any Employee Arrangement, and all parties to any Employee Arrangement are hereby enjoined from asserting against the Agent or the Purchaser any and all Interests or Claims arising from or relating to such Employee Arrangement. Any and all notices, if any, required to be given to the Debtors' or their Affiliates' employees pursuant to the Workers Adjustment and Relocation Adjustment Act, or any similar federal, state or other applicable law, shall be the sole responsibility and obligation of the Debtors and their affiliates, and neither the Agent nor the Purchaser shall have any responsibility or liability therefor. The Designation Rights are granted

and the Acquired Assets are transferred by the Debtors pursuant to the APA free and clear of all Employee Obligations and all Employee Arrangements.

30. The Agent shall not be liable for sales taxes in connection with the conduct of the Sale except as expressly provided in the Agency Agreement and, except as otherwise expressly provided in the Agency Agreement, the payment of any and all such sales taxes is the responsibility of the Debtors. In accordance with the terms of the Agency Agreement, the Debtors shall remit all taxes arising from the Sale to the applicable Taxing Authorities as and when due, provided that in the case of a bona fide dispute the Debtors shall only pay such taxes upon the resolution of the dispute, if and to the extent that the dispute is decided in favor of the Taxing Authority. For the avoidance of doubt, sales taxes collected and held in trust by the Debtors shall not be used to pay any creditor or any other party, other than the Taxing Authority for which the sales taxes are collected. The Agent and the Purchaser shall collect, remit to the Debtor and account for sales taxes in connection with the conduct of the Sale as and to the extent provided in the Agency Agreement. This Order does not enjoin, suspend or restrain the assessment, levy or collection of any tax under State law, and does not constitute a declaratory judgment with respect to any party's liability for taxes under State law.

31. Subject to the terms set forth in the Agency Agreement, the Debtors, the Agent and/or the Purchaser (as the case may be) are authorized and empowered to transfer Sale Assets among the Stores and the Distribution Centers. The Agent and the Purchaser are authorized to sell the Debtors' furniture, fixtures and equipment and abandon the same, in each case, as provided for and in accordance with the terms of the Agency Agreement.

F. Liens Granted To Agent

32. Pursuant to Bankruptcy Code section 364(d), effective upon payment by the Agent of

the Initial Purchase Price Payment, and subject to the provisions (including the subordination and exclusion provisions) of Section 16 of the Agency Agreement, the Debtors hereby grant to Agent first priority, senior security interests in and liens upon: (i) the Merchandise and Owned FF&E located at the Stores, the Distribution Center Merchandise (as defined in the Agency Agreement) and the On-Order Merchandise (as defined in the Agency Agreement) delivered to the Stores; (ii) all Proceeds (including, without limitation, credit card Proceeds) from the sales thereof of the items described in clause (i); (iii) all Proceeds related to the sale of Additional Agent Goods (as defined in the Agency Agreement) from the Stores; (iv) the Consignment Fee (as defined in the Agency Agreement); (v) all Proceeds relating to the sale during the Sale of any warranties or protection programs or any services, including delivery and repairs; (vi) all other Proceeds of the Sales made pursuant to the Agency Agreement to the extent payable to Agent under the Agency Agreement; and (vii) all “proceeds” (within the meaning of section 9-102(a)(64) of the Uniform Commercial Code) of each of the foregoing (all of which are collectively referred to herein as the “Agent Collateral,” which Agent Collateral expressly excludes any amounts paid by the Agent in respect of the Purchase Price and Expenses (as defined in the Agency Agreement), proceeds of DIP Financing (as defined in the Agency Agreement) and amounts collected by Merchant on account of assets or services not subject to the Agency Agreement and any amounts in the Professional Fee Escrow Account (as defined in the Final DIP Order) in the Chapter 11 Cases (but excluding, in all events, any amounts in such Professional Fee Escrow Account representing amounts funded from and after the lien granted pursuant to Section 16 of the Agency Agreement becomes effective with any Agent Collateral (or any proceeds thereof)), to secure the full payment and performance of all obligations of the Debtors to the Agent hereunder. Upon payment of the Initial Purchase Price Payment, the security interests and liens granted to the

Agent hereunder shall be deemed properly perfected without the necessity of filing UCC-1 financing statements or any other documentation.

G. Acquired Assets Provisions

33. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized and empowered without further order of this Court to grant the Designation Rights and sell the Acquired Assets pursuant to, and in accordance with, the terms and conditions of the APA and this Order and to take any and all actions necessary or appropriate to (a) consummate the grant of the Designation Rights, the sale of the Acquired Assets and the other transactions contemplated by the APA, pursuant to and in accordance with the terms and conditions of the APA and this Order, (b) transfer and assign all right, title, and interest (including, without limitation, common law rights) to all property, licenses, and rights to be conveyed in accordance with the terms and conditions of the APA, and (c) execute and deliver, perform under, consummate, implement, and close fully the APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA, the grant of the Designation Rights, the sale of the Acquired Assets and the other transactions contemplated by the APA, including, without limitation, any ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the APA and such ancillary documents; provided, however, that the Purchaser has expressly agreed to be bound by the Conditions with respect to the transfer of the Debtors' Customer Information constituting Customer PII. As of the Closing (or (i) with respect to each Acquired Location and related Acquired Assets, on the applicable Lease Assignment Date, (ii) with respect to each Assigned Agreement assumed and assigned pursuant to Section 3.6 of the APA, the date of such assumption and assignment and (iii) with respect to any Equipment as to which Borrower elects to take ownership pursuant to

Section 3.7 of APA, as of the date of such election), this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Acquired Assets or a bill of sale transferring good and marketable title in such Acquired Assets, in each case in accordance with the terms of the APA. For the avoidance of doubt, (i) the Excluded Assets (as defined in APA) are not included in the Acquired Assets; and (ii) no Lease is being assumed and assigned pursuant to the terms of this Order, and any assumption and assignment of such Lease will be subject to and pursuant to the terms of a separate Lease Assignment Order (as defined in the APA).

34. For the avoidance of doubt, notwithstanding anything to the contrary set forth in this Order, the Agency Agreement or the APA, the sale, conveyance, assignment and transfer of the Designation Rights to the Purchaser shall not, in and of itself, effectuate a sale, conveyance, assignment or transfer of any Lease or any Potential Assigned Agreement (as defined in the APA) to the Purchaser or any other Assignee (as defined in the APA) or an assumption by the Purchaser or any other Assignee of any Lease or any Potential Assigned Agreement, which sale, conveyance, assignment, transfer and assumption shall occur only pursuant to the Designation Rights procedures approved under this Order and upon the occurrence of an applicable Lease Assignment Date (as defined in the APA) and only to the Assignee specified in connection therewith.

35. Subject to the entry of this Order and terms and conditions of this Order, the grant of the Designation Rights and the transfer of Acquired Assets pursuant to the APA do not require any consents other than as specifically provided for in the APA and the transfer of the Acquired Assets constitutes a legal, valid, and effective transfer of the Acquired Assets, and shall vest the Purchaser (or the applicable Assignee (as defined in the APA)) with all of the right, title, and interest of the

Debtors in and to the Acquired Assets as set forth in the APA, as applicable, free and clear of all Interests or Claims of any kind or nature whatsoever, subject to the Debtors' rights and obligations under the Committee Settlement, except as otherwise set forth in this Order. For the avoidance of doubt, nothing in this Order shall (a) alter or affect the Debtors' obligations (including payment obligations) to comply with section 365(d)(3) of the Bankruptcy Code until the occurrence of an applicable Lease Assignment Date (as defined in the APA) or (b) alter or modify the rights of any lessor or other counterparty to such Lease with respect to the Debtors until such time as the Lease is assumed and assigned pursuant to and subject to the terms of a separate Lease Assignment Order.

36. To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Acquired Assets in accordance with the terms of the APA, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, authorized to be transferred to the Purchaser as of the Closing (or (i) with respect to each Acquired Location and related Acquired Assets, on the applicable Lease Assignment Date, (ii) with respect to each Assigned Agreement assumed and assigned pursuant to Section 3.6 of the APA, the date of such assumption and assignment and (iii) with respect to any Equipment as to which Borrower elects to take ownership pursuant to Section 3.7 of APA, as of the date of such election) as provided by the APA. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any license, permit, registration, or governmental authorization or approval relating to the operation of the Acquired Assets on account of the filing or pendency of the Chapter 11 Cases or the conduct of the Sale, the consummation of the grant of the Designation Rights, the sale of the Acquired Assets and the other

transactions contemplated by the Agency Agreement and the APA. Notwithstanding the foregoing, nothing in this Order or the APA authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law.

37. The Acquired Assets being sold and transferred to the Purchaser pursuant to the APA include any and all rights, Claims (as defined in the APA), Actions (as defined in the APA), rebates, refunds, causes of action, choses in action, suits or proceedings, hearings, audits, rights of recovery, rights of setoff, rights of recoupment, rights of reimbursement, rights of indemnity or contribution and other similar rights (known and unknown, matured and unmatured, accrued or contingent, regardless of whether such rights are currently exercisable or have been asserted) against any Person (as defined in the APA) (collectively, “Claims and Causes of Action”), including, without limitation, (i) any and all Claims or choses of action relating to warranties, representations, guarantees, indemnities and other contractual claims (express, implied or otherwise), (ii) any and all Avoidance Actions (as defined in the APA), (iii) any and all Claims in respect of class actions, in each case other than the Seller Retained Claims, (iv) any and all derivative Claims asserted or assertable on behalf of any of the Debtors or their Estates and (v) any Claims in respect of receivables held by, or loans owed to, any of the Debtors or their Estates (other than credit card receivables) (collectively, “Assigned Claims”). The “Seller Retained Claims” are any (i) Avoidance Actions against Persons other than (A) the Purchaser, the Guarantor, Schottenstein Stores Corporation, Schottenstein Property Group LLC, Schottenstein SEI LLC, SEI, Inc. Jubilee Limited Partnership, Kroehler Corporation, Kroehler Furniture Mfg. Co., Inc., Luxury Delivery Service, Inc., SB360 Capital Partners, LLC, Second Avenue Capital Partners LLC

and Tower Hill Advisory Services, LLC, (B) any Affiliate (as defined in the APA) of any of the Persons described in clause (A), (C) any direct or indirect equityholders, beneficiaries, members, partners, directors, managers, officers, employees, counsel, advisors or other representatives of any of the persons and entities described in clauses (A) and (B) of this definition, (D) any company, partnership, trust or other entity or investment vehicle created for the benefit of, or the holdings of which are for the primary benefit of, any of the Persons referred to in clauses (A), (B) and (C) of this definition (or of any family member of any such Person or the estate, legatees and devisees of any such Person) (the persons and entities described in clauses (A) through (D), the “Schottenstein Parties”) and (E) Magnussen and H317, (ii) existing class action Claims against Google and Discover and (iii) any Claim against Purchaser or Guarantor under the APA or the Agency Agreement. Without limiting the foregoing, following the Closing, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors shall be deemed to irrevocably and unconditionally release and discharge the Schottenstein Parties (excluding, for the avoidance of doubt, the Debtors and their Related Parties, in their capacities as such) (collectively, the “Released Parties”) from any Assigned Claims that any of the Debtors or their Estates would have been entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or interest or other entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the conduct of the Debtors’ business, the Chapter 11 Cases, the subject matter of, or the business or contractual arrangements between the Debtors and any Released Party, any other transaction involving the restructuring of Claims or interests before or during the Chapter 11 Cases, or any other act or omission, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Closing; provided that the foregoing shall not release any

Seller Retained Claims or any rights of the Debtors or their estates under this Order, the APA or the Agency Agreement.

38. Transfer Taxes (as defined in the APA) shall be payable 50% by the Debtors and 50% by the Purchaser in accordance with the terms of the APA. The Debtors are authorized to pay its portion of such Transfer Taxes in accordance with the preceding sentence.

H. Designation Rights Procedures

39. The Debtors are authorized, at the direction of the Purchaser pursuant to the APA, to seek to assume and to assign pursuant to section 363 and 365 of the Bankruptcy Code, the Leases and the related Potential Assigned Agreements to a designated Assignee, in accordance with the Designation Rights Procedures approved herein; provided, however, the Designation Rights Period shall not extend beyond the time period allowed under Section 365(d)(4) of the Bankruptcy Code (as extended by any order of the Court) with respect to any Lease of nonresidential real property.

40. The Debtors served all counterparties to the Leases and related Potential Assigned Agreements (“Landlords”) with a notice setting forth, among other things, the proposed Cure Costs. Objections to the proposed Cure Costs were required to be filed with the Court no later than 4:00 p.m. (prevailing Eastern Time) on January 28, 2026 (the “Cure Cost Objection Deadline”). Unless an objection (including any Adjourned Objection) to the proposed Cure Costs was filed and served before the Cure Cost Objection Deadline, the applicable Landlord is forever barred from objecting to the Cure Costs (that arose prior to the Cure Cost Objection Deadline) and from asserting any additional cure or other amounts (that arose prior to the Cure Cost Objection Deadline) with respect to the applicable Lease or other Potential Assigned Agreement in the event it is assumed and/or assigned by the Debtors.

41. If any objection to the proposed Cure Costs (that arose prior to the Cure Cost Objection Deadline) was filed and served before the Cure Cost Objection Deadline, including the Adjourned Objections, or if any objection as to any Cure Costs arising on or after the Cure Cost Objection Deadline is subsequently filed or raised in connection with a proposed assumption and assignment of any Lease or other Potential Assigned Agreement, the Debtors, the Purchaser and the applicable Landlord shall have authority to compromise, settle or otherwise resolve any such objections to proposed Cure Costs without further order of the Court, other than the entry of a Lease Assignment Order. If the Debtors, the Purchaser and the applicable Landlord determine that the objection cannot be resolved without judicial intervention, then the determination of the proposed Cure Cost with respect to such Lease or other Potential Assigned Agreement will be determined by the Court. Other than with respect to objections to the proposed Cure Costs as set forth in Paragraph 40 above and the limitations set forth in Paragraphs 45 and 46 below, all Landlord rights under section 365 with respect to the assumption and assignment of the Leases and the other Potential Assigned Agreements pursuant the Bankruptcy Code (including, without limitation, as to the provision of adequate assurance of future performance) are reserved pending delivery of a Lease Assignment Notice (as defined in the APA) and the procedures set forth in Paragraphs 42 and 43 below.

42. Following Closing, at any time on or prior to the date that is fifteen (15) Business Days prior to the last day of the Designation Rights Period, the Purchaser may designate any Lease and any related Potential Assigned Agreements for assumption and assignment in accordance with the terms of the APA. In such event, the Debtors shall file and serve on the applicable Landlord (and their counsel of record), a Lease Assignment Notice, together with any applicable Lease Assignment Agreement (as defined in the APA) and proposed Lease Assignment Order. If the proposed Assignee

is not the Purchaser, the Debtors shall also deliver to the applicable Landlord (and deliver by email or facsimile to counsel for the applicable Landlord, if such counsel has filed a notice of appearance in the Chapter 11 Cases) the evidence provided by the Purchaser to the Debtors of adequate assurance of future performance within the meaning of section 365 of the Bankruptcy Code with respect to the applicable Lease and any related Potential Assigned Agreement that is proposed to be assumed and assigned to such Assignee. Any party seeking to object to the assumption and assignment of any Lease or Potential Assigned Agreement on any basis other than the Cure Costs (including, but not limited to, objections to adequate assurance of future performance), must (a) file a written objection in compliance with the Bankruptcy Rules and the Local Rules (an “Assumption and Assignment Objection”) with the Court, so that such objection is filed no later than ten (10) business days after the date on which (i) the applicable Lease Assignment Notice is filed with the Court and (ii) evidence of adequate assurance of future performance required pursuant to the preceding sentence is served on the applicable Landlord (the “Assumption and Assignment Objection Deadline”) and (b) serve the Assumption and Assignment Objection (by email, facsimile or hand delivery) so that it is actually received by counsel for the Debtors and the Purchaser on or before the Assumption and Assignment Objection Deadline on counsel for the Debtors and the Purchaser. All rights of the Landlord to request an extension of the Assumption and Assignment Objection Deadline or to request a scheduling order and/or briefing schedule in connection with a Lease Assignment Notice and any Assumption and Assignment Objection are preserved.

43. If no Assumption and Assignment Objection is filed by the Assumption and Assignment Objection Deadline, the Debtors shall file with the Court a certificate of no objection with the proposed Lease Assignment Order granting the assumption and assignment of the applicable Lease

and, to the extent designated by the Purchaser in accordance with the APA, the related Potential Assigned Agreements. If an Assumption and Assignment Objection is timely filed and not withdrawn or resolved, the Debtors, the Purchaser and the objecting Landlord shall have authority to compromise, settle or otherwise resolve any objections without further order of the Court. If the Debtors, the Purchaser and the objecting Landlord determine that the objection cannot be resolved without judicial intervention, then the determination of the assumption and assignment of the Lease will be determined by the Court on a date to be scheduled (which hearing date shall be no sooner than twelve (12) business days following the date of filing of the Lease Assignment Notice, subject to Court availability, unless the Debtors, the Purchaser and the applicable Landlord agree otherwise or as otherwise ordered by the Court).

44. On each Lease Assignment Date, pursuant to section 365 of the Bankruptcy Code, the Approval Order (as defined in the APA) and subject to and pursuant to the terms of the applicable Lease Assignment Order (as defined in the APA), the Debtors shall assume and assign to the applicable Assignee (as defined in the APA) the applicable Acquired Lease (as defined in the APA) and the other Assigned Agreements (as defined in the APA) related thereto and shall (i) pay all undisputed Excess Cure Costs with respect to such Acquired Lease and Assigned Agreements to the appropriate counterparty and (ii) pay any Excess Cure Costs that it disputes into a segregated account for later determination by the Bankruptcy Court, each subject to provision of adequate assurance by the applicable Assignee as may be required under section 365 of the Bankruptcy Code and payment by Purchaser of the Buyer Cure Costs in respect of such Acquired Lease and Assigned Agreements. The undisputed Buyer Cure Costs in respect of such Acquired Lease and Assigned Agreements shall be paid by Purchaser to the appropriate counterparty. Any Buyer Cure Costs that Purchaser disputes

shall be paid by Purchaser into a segregated account for later determination by the Bankruptcy Court. Debtors shall be solely responsible for the payment, performance and discharge when due of all Liabilities under or relating to the Acquired Assets with respect to the applicable Acquired Location, including, without limitation, such Acquired Lease and Assigned Agreements, arising prior to such Lease Assignment Date (other than such Buyer Cure Costs and, for the avoidance of doubt, Assumed Liabilities); *provided, however*, notwithstanding anything in the APA or this Order to the contrary, and subject to the entry of a Lease Assignment Order, obligations for accrued or accruing but not yet due or unbilled obligations or liabilities such as, without limitation, any adjustments or reconciliations for royalties, percentage rents, common area or other maintenance charges, insurance, promotional funds, taxes, utilities, fees or other charges or percentage rents, arising under the applicable Acquired Lease or Assigned Agreement, shall be the responsibility of the Purchaser (or, if other than the Purchaser, the applicable Assignee), which obligations shall be paid or performed when due in the ordinary course of business in accordance with the terms and conditions of the applicable Acquired Lease or Assigned Agreement, regardless whether such obligations are attributable to the period prior to or after the Closing or applicable Lease Assignment Date.

45. Subject to the entry of and pursuant to the terms of a Lease Assignment Order, any provision in any Lease or Potential Assigned Agreement that purports to declare a breach or default as a result of a change or transfer of control or any interest in respect of the Debtors shall be deemed unenforceable with respect to the assumption and assignment of such Lease or Potential Assigned Agreement pursuant to this Order, the applicable Lease Assignment Order and the APA and all Leases and related Potential Assigned Agreements shall remain in full force and effect notwithstanding assignment thereof. Subject to the entry of and pursuant to the terms of a Lease Assignment Order,

for purposes of the assumption and assignment of any Lease or Potential Assigned Agreement pursuant to this Order, the applicable Lease Assignment Order and the APA, no sections or provisions of any Leases or related Potential Assigned Agreements, that in any way purport to (i) unreasonably prohibit, restrict, or condition the Debtors' assignment of such Lease or Potential Assigned Agreement (including, but not limited to, the conditioning of such assignment on the consent of the non-debtor party to such Lease or Potential Assigned Agreement); provided, however, that any direct prohibition, restriction or condition on such assignment shall be deemed to be unreasonable; (ii) provide for the cancellation, or modification of the terms of the Lease or Potential Assigned Agreement based on the filing of a bankruptcy case, the financial condition of the Debtors, or similar circumstances; (iii) provide for additional payments (e.g., so called "profit" sharing/splitting), penalties, fees, charges, or other financial accommodations in favor of the non-debtor third party to such Lease or Potential Assigned Agreement upon assignment thereof; or (iv) provide for any rights of first refusal on a Landlord's part, or any recapture or termination rights in favor of a Landlord, or any right of a Landlord to take an assignment or sublease from a tenant, shall have any force or effect with respect to the grant and honoring of the Designation Rights in accordance with this Order and the APA and, subject to the entry of and pursuant to the terms of the applicable Lease Assignment Order, assumptions and assignments of Leases and Potential Assigned Agreements by the Debtors in accordance therewith, because they constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under section 365(e) of the Bankruptcy Code. Upon assumption and assignment of any Lease or related Potential Assigned Agreement pursuant to the Designation Rights procedures set forth herein, the applicable Assignee

shall enjoy all of the rights and benefits under each such Lease or Potential Assigned Agreement as of the applicable Lease Assignment Date.

46. Solely to the extent set forth in the applicable Lease Assignment Order (it being understood that all rights of any Landlord that has filed an applicable Adjourned Objection to object to the terms of this paragraph 46 with respect to the Lease or Potential Assigned Agreement subject thereto are expressly reserved), or as otherwise expressly agreed by the Purchaser and the applicable Landlord, notwithstanding any provision in any Acquired Lease that purports to prohibit, restrict or condition such action, upon the assumption and assignment of such Acquired Lease to an Assignee in accordance with the terms of the APA, (x) the applicable Assignee shall be authorized to (i) use the applicable Lease Premises (as defined in the APA), subject to section 365(b)(3) of the Bankruptcy Code, as a furniture store distribution center or otherwise upon consummation of the assumption and assignment of such Acquired Lease to such Assignee in accordance with the terms of the APA, (ii) operate such Lease Premises under such Assignee's trade name or any other trade name which such Assignee owns or is authorized to use (including any of the Debtors' trade names), (iii) make such alterations and modifications to the applicable Lease Premises (including signage, together with appropriate changes to existing tenant signage in the respective shopping center or mall, including panels on all pylons, monuments, directional and other ground and off-premises signs where Sellers are presently represented) deemed necessary by such Assignee (subject to applicable municipal codes) as are necessary or desirable for such Assignee to conform such Lease Premises to such Assignee's typical retail store, (iv) remain "dark" with respect to such Lease Premises after such assumption and assignment until the date that is necessary to permit such Assignee to remodel, restock, re-fixture, change signage and/or until completion of the work described in clause (iii) above or such later date

as may be reasonably required for the restoration of the such Lease Premises following any applicable Casualty / Condemnation Event (as defined in the APA), and (v) exercise, utilize or take advantage of any renewal options and any other current or future rights, benefits, privileges, and options granted or provided to the Debtors under such Acquired Lease (including all of the same which may be described or designated as, or purport to be, “personal” to the Debtors or to a named entity in such Acquired Lease or to be exercisable only by the Debtors or by a named entity or an entity operating under a specific trade name) and (y) neither the Purchaser nor the applicable Assignee shall have any responsibility or liability for any Excluded Taxes (as defined in the APA).

47. Subject to the entry of and pursuant to terms of Lease Assignment Order, upon payment by the Purchaser of the Buyer Cure Costs and by the Debtors of the Excess Cure Costs and the funds deposited into a segregated account pursuant to paragraph 44 with respect to any Acquired Lease or Assigned Agreement, the applicable Landlord shall be forever barred and enjoined from asserting against the Debtors, their bankruptcy estates, the Purchaser or the applicable Assignee any claim in connection with: (a) any breach or default, monetary or non-monetary, existing as of the date of assumption and assignment of such Acquired Lease or Assigned Agreement, or (b) any objection to the assumption and assignment of such Acquired Lease or Assigned Agreement, whether or not such non-debtor party filed a proof of claim; provided, however, any indemnity claims for which the Debtors or their estates would be liable under such Acquired Lease or Potential Assigned Agreement and which may have arisen prior to the applicable Lease Assignment Date, shall survive the assumption and assignment of the Lease or Potential Assigned Agreement against the applicable Debtors or estates, and the Debtor or their estates, shall not be released from such liability or any duty to indemnify under the terms of the Lease or Potential Assigned Agreement to the extent of available

insurance, provided that the applicable counterparty shall look only to the proceeds of the Debtors' insurance coverage for payment of any such indemnity claims and any such actions; provided further that (i) nothing herein shall (a) be deemed an assurance of any kind by the Debtors that any such coverage exists or is or will be so available, or (b) require the Debtors to take any action whatsoever with respect to any such insurance coverage relating to the leased premises, including, without limitation, modifying, obtaining, renewing, maintaining, or replacing any such insurance coverage.

I. Other Provisions

48. The Agent and the Purchaser shall not be liable for any claims against the Debtors, and the Debtors shall not be liable for any claims against the Agent or the Purchaser, in each case, other than as expressly provided for in the Agency Agreement or the APA. The Agent and the Purchaser shall have no successor liability whatsoever with respect to any Interests or Claims of any nature that may exist against the Debtors, including, without limitation, the Agent and the Purchaser shall not be, or to be deemed to be: (i) a successor in interest or within the meaning of any law, including any revenue, successor liability, pension, labor, ERISA, bulk-transfer, products liability, tax or environmental law, rule or regulation, or any theory of successor or transferee liability, antitrust, environmental, product line, de facto merger or substantial continuity or similar theories; or (ii) a joint employer, co-employer or successor employer with the Debtors, and the Agent and the Purchaser shall have no obligation to pay the Debtors' wages, bonuses, severance pay, vacation pay, WARN act claims (if any), benefits or any other payments to employees of the Debtors, including pursuant to any collective bargaining agreement, employee pension plan, or otherwise, except as expressly set forth in the Agency Agreement.

49. Except as expressly permitted by the Agency Agreement, the APA or this Order, all persons and entities (and their respective successors and assigns) (including, but not limited to, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade creditors and other creditors) holding Interests or Claims against, in or with respect to the Debtors or all or any portion of the Sale Assets, the Designation Rights and the Acquired Assets arising under or out of, in connection with, or in any way relating to the Debtors, the Sale Assets, the Designation Rights, the Acquired Assets, the operation of the Debtors' business, the Sale, the grant of the Designation Rights or the transfer of the Acquired Assets hereby are forever permanently barred, estopped, and enjoined from asserting against the Agent, the Purchaser, any Assignee or their affiliates, designees, successors or assigns or any of their respective property or assets (including, but not limited to, the Acquired Assets), such persons' or entities' Interests or Claims. This Order is and shall be effective as a determination that all Interests or Claims shall be and are, without further action by any person or entity, released with respect to the Acquired Assets as of the Closing. The provisions of this Order authorizing the sale of the Sale Assets and the Acquired Assets free and clear of Interests or Claims shall be self-executing, and none of the Debtors, the Agent or the Purchaser shall be required to execute or file releases, termination statements, assignments, consents or other instruments in order to effectuate, consummate and implement the provisions of this Order. The Agency Agreement, the APA and the transactions contemplated thereby shall be of full force and effect, regardless of the Debtors' lack of good standing in any jurisdiction in which such Debtor is formed or authorized to transact business.

50. All persons or entities (including without limitation, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade creditors and other

creditors) are forever prohibited and permanently enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against the Agent, the Purchaser, their respective affiliates, designees, successors or assigns, or any of their respective property or assets (including, but not limited to, the Acquired Assets), with respect to any (a) Interests or Claims arising under, out of, in connection with or in any way relating to the Debtors, the Sale Assets, the Designation Rights or the Acquired Assets, or the operation of the Debtors' business, the Sale (so long as the Sale is conducted in accordance with the terms of the Sale Guidelines, as may have been modified by Side Letter) or the sale of the Acquired Assets, or (b) successor liability, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Agent, the Purchaser, any Assignee, their respective affiliates, designees, successors or assigns, or any of their respective property or assets (including, but not limited to, the Acquired Assets); (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Agent, the Purchaser, any Assignee, their respective affiliates, designees, successors or assigns, or any of their respective property or assets (including, but not limited to, the Acquired Assets); (iii) creating, perfecting, or enforcing any Interests or Claims against the Agent, the Purchaser, any Assignee, their respective affiliates, designees, successors or assigns, or any of their respective property or assets (including, but not limited to, the Acquired Assets); (iv) asserting any setoff or right of subrogation or recoupment of any kind against any obligation due the Agent, the Purchaser, any Assignee or their respective affiliates, designees, successors or assigns; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order, any other order of the Court, the Agency Agreement or the APA; or (vi) revoking, terminating, or failing

or refusing to issue or renew any license, permit, or authorization to operate any of the Stores, Distribution Centers or Locations, the Acquired Assets or conduct any of the businesses operated with the Sale Assets or the Acquired Assets.

51. Except for the Assumed Liabilities (as defined in the APA) and to the extent expressly provided in this Order, the Agency Agreement and the APA, neither the Agent nor the Purchaser is, by virtue of the consummation of the Sale, the grant of the Designation Rights, the sale of the Acquired Assets and the other transactions contemplated by the Agency Agreement and the APA, assuming, nor shall they be liable or responsible, as successors or otherwise (including, without limitation, with respect to successor or vicarious liabilities of any kind or character), under any theory of law or equity, including, without limitation, any theory of antitrust, environmental successor or transferee liability, labor law, alter ego, de facto merger or substantial continuity, whether known or unknown, now existing or hereafter raised, which may be asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any of their predecessors or affiliates or the obligations of the Debtors or their predecessors or affiliates, for any liabilities, debts, commitments, or obligations (whether known or unknown, disclosed or undisclosed, absolute, contingent, inchoate, fixed, or otherwise) in any way whatsoever relating to or arising from the Sale Assets, the Designation Rights or the Acquired Assets or the Debtors' operation of their business or any such liabilities, debts, commitments, or obligations that in any way whatsoever relate to periods on or prior to the Closing Date or are to be observed, paid, discharged, or performed on or prior to the Closing Date (in each case, including, without limitation, any liabilities that result from, relate to, or arise out of tort or other product liability claims), or any liabilities calculable by reference to the Debtors or their assets or operations, or relating to continuing conditions existing on or prior to the Closing Date, including,

without limitation, with respect to any of the Debtors' predecessors or affiliates, which liabilities, debts, commitments, and obligations are hereby extinguished insofar as they may give rise to successor liability, without regard to whether the claimant asserting any such liabilities, debts, commitments, or obligations has delivered to the Agent or the Purchaser a release thereof. Without limiting the generality of the foregoing and except for the Assumed Liabilities and as otherwise expressly provided in the Agency Agreement and the APA, by virtue of the consummation of the Sale, the grant of the Designation Rights, the sale of the Acquired Assets and the other transactions contemplated by the Agency Agreement and the APA, neither the Agent nor the Purchaser shall be liable or responsible, as a successor or otherwise (including, without limitation, with respect to successor or vicarious liabilities of any kind or character) under any theory of law or equity, for the Debtors' liabilities, debts, commitments, or obligations arising under or in connection with: (a) environmental liabilities, debts, claims, or obligations which may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.; (b) any bulk sales or similar law; (c) any liabilities, debts, commitments, or obligations of, or required to be paid by, the Debtors for any Taxes of any kind for any period; (d) any liabilities, debts, commitments, or obligations for any Taxes relating to the Sale Assets, the Designation Rights or the Acquired Assets for or applicable to the pre-closing period; (e) any litigation; (f) any products liability, other tort, or similar claims, whether pursuant to any state or any federal laws or otherwise, including, without limitation, those arising from products or distribution thereof by or on behalf of Debtors; and (g) any Excluded Liabilities (as defined in the APA).

52. The Agent and the Purchaser have given substantial consideration under the Agency Agreement and the APA for the benefit of the holders of any Interests or Claims. The consideration

given by the Agent and the Purchaser shall constitute valid and valuable consideration for the releases of any potential claims of successor liability of the Agent and the Purchaser, which releases shall be deemed to have been given in favor of the Agent and the Purchaser by all holders of Interests or Claims against or in the Debtors or any of the Sale Assets, the Designation Rights and the Acquired Assets.

53. The Agent and the Purchaser are parties in interest and shall have the ability to appear and be heard on all issues related to or otherwise connected to this Order, the various procedures contemplated herein, any issues directly related to or otherwise directly connected to the Sale, the grant of the Designation Rights, the sale of the Acquired Assets, the Agency Agreement, the APA or the transactions contemplated thereby.

54. Nothing contained in any plan confirmed in the Debtors' Chapter 11 Cases or any order of this Court confirming such plan or in any other order in the Debtors' Chapter 11 Cases (including any order entered after any conversion of these Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code) shall alter, conflict with, or derogate from, the provisions of the Agency Agreement, the APA or the terms of this Order, including the Committee Settlement, unless otherwise agreed in writing by the Debtors, the Purchaser, and the Committee, as it relates to the Committee Settlement.

55. The Agency Agreement, APA and related documents may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court, provided that no such modification, amendment or supplement that is materially adverse to the Debtors shall be effective without further order of the Court; provided further that no such modification, amendment or supplement that is materially adverse to the Committee Settlement or the

rights of unsecured creditors shall be effective without further order of the Court, unless the Committee expressly consents in writing to such modification, amendment, or supplement.

56. Except with respect to any Governmental Unit (as to which the provisions of Paragraph 18 shall apply), this Court shall retain jurisdiction with regard to all issues or disputes relating to this Order, the Committee Settlement, the Agency Agreement or the APA, including, but not limited to, (i) any claim or issue relating to any efforts by any party or person to prohibit, restrict or in any way limit banner and sign-walker advertising, including with respect to any allegations that such advertising is not being conducted in a safe, professional and non-deceptive manner, (ii) any claim of the Debtors, the Landlords, the Agent, and/or Purchaser for protection from interference with the Sale, (iii) any other disputes related to the Sale, the grant of the Designation Rights or the sale of the Acquired Assets, and (iv) to protect the Debtors, the Agent, and/or the Purchaser against any assertions of any Interests or Claims. No such parties or person shall take any action against the Debtors, the Agent, the Purchaser, any Assignee, the Landlords, the grant of the Designation Rights, the sale of the Acquired Assets or the Sale until this Court has resolved such dispute. This Court may hear the request of such parties or persons with respect to any such disputes on an expedited basis, as may be appropriate under the circumstances.

57. Notwithstanding Bankruptcy Rules 4001, 6004, 6006, 7062 and 9014, or any other law that would serve to stay or limit the immediate effect of this Order, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person or entity obtaining a stay pending appeal, the Debtors, the Agent and the Purchaser are free to perform under the Agency Agreement and the APA at any time, subject to the terms of the Agency Agreement and the APA.

58. To the extent that anything contained in this Order explicitly conflicts with a provision in the Agency Agreement, the APA or the Sale Guidelines, this Order shall govern and control.

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

60. The Debtors shall use commercially reasonable efforts to retain sufficient funds (taking into account the Agent's obligation to pay Expenses (as defined in the Agency Agreement) pursuant to the terms of the Agency Agreement) to enable the Debtors to fully satisfy and perform their obligations under the Agency Agreement, the APA and this Order and the Debtors shall use those funds to satisfy and perform their obligations under the Agency Agreement, the APA and this Order. On each Thursday occurring after the entry of this Order, the Debtors shall provide notice to the Stalking Horse Bidder of the amount of (i) cash and (ii) unrestricted cash held by the Debtors as of 11:59 pm prevailing Eastern time on the immediately preceding Friday.

61. No bulk sales law, bulk sales tax law or any similar law of any state or other jurisdiction applies in any way to the Sale, the grant of the Designation Rights, the sale of the Acquired Assets and the other transactions contemplated by the Agency Agreement and the APA.

62. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of the Court, (a) to allow the Agent and the Purchaser to give the Debtors any notice provided for in the Agency Agreement or the APA, (b) to allow the Agent and the Purchaser to take any and all actions permitted by the Agency Agreement and the APA in accordance with the terms and conditions thereof, including, without limitation, effectuating the Sale, the grant of the Designation Rights, the sale of the Acquired Assets

and the other transactions contemplated by the Agency Agreement and the APA and (c) to otherwise implement the terms and provisions of the Agency Agreement, the APA and this Order.

63. Any amounts paid by the Agent or the Purchaser to the Debtors in respect of Expenses (i) shall be held in a segregated account until applied to pay such Expenses, (ii) shall be used solely to pay such Expenses, (iii) shall not be used by the Debtors or any other person or entity for any other purpose and (iv) shall not be subject to any Interest or Claim by any of the Debtors or the Debtors' creditors (other than the Agent or the Purchaser, as applicable).

64. Notwithstanding anything to the contrary contained herein, nothing in this Order shall act as a third-party release of any creditor's direct claims against any Schottenstein Party unrelated to the transactions contemplated by this Order, the APA and the Agency Agreement.

J. Customer PII Conditions

62. The Purchaser agrees to comply with the Conditions with respect to the sale and transfer of Customer PII.

63. The Purchaser shall be bound by, and succeed to, the terms of the Debtor Privacy Policy (modified solely to replace references to "American Signature, Inc." or "American Signature Furniture" with references to the Purchaser and its affiliates) with respect to the Debtors' Customer Information constituting Customer PII and be responsible for any violation of the Debtor Privacy Policy (modified solely to replace references to "American Signature, Inc." or "American Signature Furniture" with references to the Purchaser and its affiliates) occurring after the Closing Date, provided, however, as provided in the Conditions and to the extent permitted by applicable law, the Purchaser may seek to convert Customers to the Purchaser's privacy policy after expiration of the last Opt-Out Deadline (as defined in the Conditions). The Purchaser shall not disclose, sell or transfer

such Customer PII in any manner that violates the Debtor Privacy Policy (modified solely to replace references to “American Signature, Inc.” or “American Signature Furniture” with references to the Purchaser and its affiliates); provided, however, as provided in the Conditions and to the extent permitted by applicable law, the Purchaser may seek to convert Customers to the Purchaser’s privacy policy after expiration of the last Opt-Out Deadline (as defined in the Conditions).

64. Within ninety (90) days following the Closing Date (or such later time as may be mutually agreed in writing by the CPO, the Debtors and the Purchaser), the Debtors shall delete and destroy, or cause to be deleted and destroyed:

(a) all Customer PII not transferred (or required to be transferred pursuant to the terms of the APA) to the Purchaser;

(b) all Customer PII resident on any and all computer hardware, servers, devices and related equipment owned or leased by the Debtors, only to the extent such assets are not being acquired by the Purchaser or any third-party.

65. The Debtors shall delete and destroy Customer PII (as required by the immediately preceding Paragraph) in a manner consistent with industry standard data security protections and applicable information security laws and best practices. However, the Debtors should take no action with respect to any Customer PII that is the subject of a litigation hold until the expiration of such hold.

K. Resolution with Various Parties

66. Tempur World, LLC. Notwithstanding anything in this Order, the Agency Agreement or the APA to the contrary: (i) none of the Acquired Assets transferred to the Purchaser pursuant to the APA include, and the Purchaser does not acquire, any and all Claims and Causes of Action that

the Debtors or the Debtors' estates may have against Tempur World, LLC or its subsidiaries and affiliates (collectively, "Tempur") arising under, relating to or in connection with any agreement with Tempur, including, without limitation, (a) the Retailer Agreement dated March 5, 2021 between American Signature, Inc. and Tempur-Pedic North America, LLC and Sealy Mattress Manufacturing Company, LLC, as amended; (b) the Letter Agreement dated April 19, 2021 between Tempur and American Signature, Inc.; and (c) the Supply Agreement dated April 21, 2022 between Tempur Sherwood, LLC and American Signature, Inc., as amended (collectively, as amended, the "Tempur Agreements") are being transferred to the Purchaser pursuant to this Order or the APA; (ii) nothing in this Order shall permit the Purchaser to utilize, without the express permission of Tempur World, LLC ("Tempur"), any intellectual property assets of Tempur including, but not limited to, Tempur-Pedic®, Sealy® and Stearns & Foster® trade names and trademarks (the "Tempur Marks"); *provided, however*, that the foregoing shall not (x) in any way limit or otherwise restrict the sale or other disposition by the Purchaser pursuant to the APA and the Agent pursuant to the Agency Agreement of any Tempur products that are included in Debtors' inventory that are the subject of the Agency Agreement in the course of the Sale or any other store closing sales conducted with respect to the Debtors; (y) in any way preclude the Purchaser from selling any Acquired Assets purchased by the Purchaser that include the Tempur Marks, or (z) obligate the Purchaser to remove any Tempur Marks from the Acquired Assets purchased by the Purchaser in connection with any Sales or otherwise; provided, further, however, with respect to any Acquired Assets purchased by the Purchaser that include the Tempur Marks (as distinguished from Merchandise that is subject to disposition under the Agency Agreement), nothing in this Order shall permit the Purchaser to include Tempur Marks in advertising or other promotions; (iii) the Purchaser shall not be entitled to assert a claim against

Tempur for indemnification, warranties, rebates, or incentives that may otherwise be due and owing to the Debtors pursuant to the Tempur Agreements; and (iv) Tempur and the Debtors reserve all of their rights and remedies under the Tempur Agreements against the each other and nothing in this Order, the APA or the Agency Agreement shall abrogate Tempur's or the Debtors' rights under the Tempur Agreements against each other.

67. Synchrony. Notwithstanding anything to the contrary in this Order or the APA:

a. Synchrony Bank's ("Synchrony") rights of setoff and/or recoupment with respect to the Private Label Credit Card Consumer Program Agreement, dated as of December 12, 2012, between Synchrony and American Signature, Inc., as amended (the "Program Agreement"), if any, shall not be affected, modified, or waived and are expressly preserved and reserved.

b. All of Synchrony's rights, remedies, claims, defenses, and other relief against the Debtors arising from or related to the Program Agreement (including, but not limited to, those set forth in this paragraph) are expressly preserved and reserved and not affected by this Order.

c. The Program Agreement shall not be assumed by the Debtors or assigned to the Purchaser pursuant to this Order or otherwise. No right, title, or interest in or to the Program Agreement, or with respect to the Program Agreement, or any rights or obligations arising thereunder or in connection therewith, is being transferred to the Purchaser.

d. For a period of up to 12 months after Closing, Synchrony's right to use the Debtors' trademarks, service marks, and/or other rights pertaining to the Debtors' names as set forth in the Program Agreement shall not be affected, modified, or waived and is expressly preserved and reserved. The foregoing shall not limit, and Synchrony shall retain, any rights that it may have under applicable law to fair use of the Debtors' intellectual property after the Closing and its sale to the

Purchaser, including the right to use the Debtors' names in servicing and other communications to existing cardholders under the Program Agreement in the ordinary course of business.

e. No cardholder payments shall be accepted in any of the Debtors' stores or by any of the Debtors on account of the cardholder's account with Synchrony and Synchrony's rights with respect to the cardholder payments are hereby expressly preserved and reserved. The Debtors are not transferring or conveying to the Purchaser any right, title, or interest in or to any cardholder payments, whether received by the Debtors before or after this Order.

f. Any administrative expense or claim of Synchrony against the Debtors arising from or related to the Program Agreement shall not be affected, modified, or waived and is expressly preserved and reserved.

g. In accordance with Section 2.2(i) and (k) of the Program Agreement, the Debtors will cooperate in the resolution of cardholder disputes, including by the preservation of charge slips, credit slips, applications, and proof of deliveries, and will provide copies of the foregoing to Synchrony upon request. For each cardholder dispute resolved in favor of the Debtors, if at that time Synchrony has not already issued a refund or credit to such cardholder, then Synchrony will pay to the Debtors an amount equal to 25 percent of the disputed amount through a weekly settlement of all such disputes resolved in the Debtors' favor during the period elapsing since the last such settlement. Any amount payable to the Debtors with respect to a particular customer may be deducted, offset, or recouped to the extent that disputes with respect to such customer are later decided in favor of that customer. The Purchaser is not acquiring any right to receive such payments and will, to the extent necessary, exercise commercially reasonable efforts to provide the Debtors with reasonable access at reasonable

times on reasonable advance notice to books and records acquired by the Purchaser to permit the Debtors to act in accordance with this subparagraph.

h. The rights of all parties in interest, including the Debtors, to object to: (i) any administrative expense or claim of Synchrony; (ii) any assertion by Synchrony of rights with respect to the Debtors' trademarks, service marks, or names; (iii) any assertion by Synchrony of rights with respect to cardholder payments; and (iv) any setoff or recoupment claimed, taken or effected by Synchrony, are expressly preserved and reserved and not affected by this paragraph.

68. Elston Leavitt, LLC. Notwithstanding any agreements or orders to the contrary: (1) that certain ground lease between Elston Leavitt, LLC and Debtor ASI Elston LLC for certain property in the City of Chicago located at 2530-2536 N. Elston Ave. (the "Store 160 Ground Lease") is hereby removed from the *Notice of Potential Assumption and Assignment of Executory Contracts or Unexpired Leases and Cure Amounts* [Docket No. 290]; (2) Elston Leavitt, LLC and the Debtors reserve all rights with respect to any cure amounts owed to Elston Leavitt, LLC; and (3) the Store 160 Ground Lease and the Elston Location (as defined in the APA) remain an Excluded Asset from the Sale in accordance with the APA (as amended).

Dated: February 6th, 2026
Wilmington, Delaware


J. KATE STICKLES
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

LOCATIONS

TYPE	STORE/DC #	STORE/DC	LEASED OR OWNED	LOCATION	ADDRESS	CITY	STATE	ZIP	SQ FT	Lease Expiration Date
Store	412	Tropicair	Lease	Miami	7775 SW 40th Street, Miami, FL 33155	Miami	FL	33155	50,000	2/28/2030
Store	447	Jacksonville-Argyle Village	Lease	Jacksonville	6001 Argyle Forest Blvd, Jacksonville, FL 32244	Jacksonville	FL	32244	45,530	1/31/2030
Store	424	Sarasota	Lease	University Park	5455 University Parkway, University Park, FL 34201	University Park	FL	34201	43,442	1/31/2026
Store	416	Jacksonville	Lease	Jacksonville	9400 Atlantic Blvd, Suite 100A, Jacksonville, FL 32225	Jacksonville	FL	32225	47,200	4/30/2026
Store	415	Fort Myers	Lease	Fort Myers	13711-2 South Tamiami Trail, Fort Myers, FL 33912	Fort Myers	FL	33912	47,132	12/31/2031
Store	406	Tampa-Dale Mabry	Lease	Tampa	15018 North Dale-Mabry Highway, Tampa, FL 33618	Tampa	FL	33618	50,052	1/31/2029
Store	185	Bel Air	Lease	Bel Air	559 Baltimore Pike, Bel Air, MD 21014	Bel Air	MD	21014	24,757	1/31/2034
Store	184	Cranberry	Lease	Cranberry Township	20111 Route 19 Suite B, Cranberry Township, PA 16066	Cranberry Township	PA	16066	24,634	1/31/2034
Store	183	Saginaw	Lease	Saginaw	2780 Tittabawassee Road, Saginaw, MI 48604	Saginaw	MI	48604	43,181	4/30/2033
Store	178	Westland 2	Lease	Westland	8300 N Wayne Rd, Westland, MI 48185	Westland	MI	48185	80,648	4/30/2031
Store	170	Columbia-Harbison	Lease	Columbia	140 Columbia Dr, Columbia, SC 29212	Columbia	SC	29212	45,378	4/30/2029
Store	169	Shelbyville	Lease	Louisville	4623 Shelbyville Rd, Louisville, KY 40207	Louisville	KY	40207	37,414	1/31/2028
Store	168	Downers Grove	Lease	Downers Grove	1508 Butterfield Rd, Downers Grove, IL 60515	Downers Grove	IL	60515	38,822	5/31/2029
Store	167	St Ann	Lease	St. Ann	970 Northwest Plaza, St. Ann, MO 63074	St. Ann	MO	63074	42,000	1/31/2027
Store	166	Schaumburg	Lease	Schaumburg	1015 E. Golf Rd, Schaumburg, IL 60173	Schaumburg	IL	60173	42,164	1/31/2029
Store	165	Easton	Lease	Columbus	3740 Easton Market, Columbus, OH 43219	Columbus	OH	43219	53,533	4/30/2028
Store	162	Ballwin	Lease	Ballwin	13961 Manchester Rd, Ballwin, MO 63011	Ballwin	MO	63011	40,500	1/31/2027
Store	159	Polaris Town Center	Lease	Columbus	1091 Gemini Place, Columbus, OH 43240	Columbus	OH	43240	37,500	3/31/2027
Store	158	COLUMBIA-SANDHILL	Lease	Columbia	240 Forum Dr, Columbia, SC 29229	Columbia	SC	29229	29,860	1/31/2025
Store	156	MIDLOTHIAN	Lease	Midlothian	1250 Huguenot Rd., Midlothian, VA 23113	Midlothian	VA	23113	34,517	4/30/2027
Store	151	Frederick	Lease	Frederick	5500 Buckeystown Pike, Ste 800, Frederick, MD 21703	Frederick	MD	21703	53,160	4/30/2029
Store	144	Suffolk	Lease	Chesapeake	4300 Portsmouth Blvd, Suite 200, Chesapeake, VA 23321	Chesapeake	VA	23321	45,900	8/31/2031
Store	132	Harrisburg	Lease	Harrisburg	5047 Jonestown Road, Harrisburg, PA 17112	Harrisburg	PA	17112	48,884	1/31/2027
Store	131	Joliet	Lease	Joliet	3355 Mall Loop Drive, Joliet, IL 60431	Joliet	IL	60431	47,669	5/31/2028
Store	130	White Marsh	Lease	White Marsh	5240 Campbell Blvd Suite E, White Marsh, MD 21236	White Marsh	MD	21236	53,630	10/22/2027
Store	126	Chagrin Highlands	Lease	Warrensville Heights	4095 Richmond Road, Warrensville Heights, OH 44122	Warrensville Heights	OH	44122	46,978	1/31/2027
Store	125	Florence	Lease	Florence	8032 Burlington Pike, Florence, KY 41042	Florence	KY	41042	46,295	4/30/2028
Store	123	North Olmstead	Lease	North Olmsted	4700 Great Northern Blvd, North Olmsted, OH 44070	North Olmsted	OH	44070	50,290	1/31/2026
Store	122	Plainfield	Lease	Plainfield	2437 East Main Street, Plainfield, IN 46168	Plainfield	IN	46168	48,448	12/31/2026
Store	121	Man O War	Lease	Lexington	2321 Sir Barton Way, Suite 170, Lexington, KY 40509	Lexington	KY	40509	48,753	1/31/2027
Store	116	Robinson Township	Lease	Pittsburgh	1400 Park Manor Blvd, Pittsburgh, PA 15205	Pittsburgh	PA	15205	51,987	1/31/2025
Store	113	Utica	Lease	Utica	45350 Utica Park Blvd, Utica, MI 48315	Utica	MI	48315	56,027	1/31/2030
Store	112	University - Charlotte	Lease	Charlotte	8101 N. University City Blvd, Charlotte, NC 28213	Charlotte	NC	28213	52,624	1/31/2025
Store	110	Pineville	Lease	Charlotte	9527 South Boulevard, Charlotte, NC 28273	Charlotte	NC	28273	53,000	12/6/2026
Store	107	Orland Park	Lease	Orland Park	15770 South La Grange Road, Orland Park, IL 60462	Orland Park	IL	60462	50,000	2/29/2032
Store	106	Chesapeake	Lease	Chesapeake	1412 Greenbrier Pkwy, Unit 100, Chesapeake, VA 23320	Chesapeake	VA	23320	55,548	4/30/2026
Store	105	Sawmill	Lease	Columbus	3700 West Dublin Granville Rd, Columbus, OH 43235	Columbus	OH	43235	43,410	8/31/2025
Store	104	Falls Church	Lease	Falls Church	5516 Leesburg Pike, Falls Church, VA 22041	Falls Church	VA	22041	51,956	11/30/2024
Store	100	Waldorf	Lease	Waldorf	1260 Smallwood Drive, Waldorf, MD 20603	Waldorf	MD	20603	51,000	8/31/2031
Store	99	Virginia Beach	Lease	Virginia Beach	2720 North Mall Drive, Virginia Beach, VA 23452	Virginia Beach	VA	23452	54,000	12/31/2030
Store	98	Henrietta	Lease	Henrietta	1000 Hylan Drive Suite 206, Henrietta, NY 14623	Henrietta	NY	14623	50,000	2/28/2027
Store	97	Mentor - Cleveland	Lease	Mentor	7767 Mentor Avenue, Mentor, OH 44060	Mentor	OH	44060	50,645	4/30/2039
Store	95	Boardman	Lease	Boardman	443 Boardman-Poland Road, Boardman, OH 44512	Boardman	OH	44512	50,000	7/31/2028
Store	93	Potomac Mills	Lease	Woodbridge	2500 Prince William Parkway, Woodbridge, VA 22192	Woodbridge	VA	22192	51,154	4/30/2024
Store	91	Aurora - Chicago	Lease	Aurora	4380 East New York Street, Aurora, IL 60504	Aurora	IL	60504	45,600	4/30/2029
Store	90	Hagerstown	Lease	Hagerstown	1581 Wesel Blvd, Hagerstown, MD 21740	Hagerstown	MD	21740	52,633	4/30/2029
Store	89	Bear	Lease	Bear	301 Governors Place, Bear, DE 19701	Bear	DE	19701	51,154	1/31/2025
Store	88	Evansville	Lease	Evansville	5330 East Indiana Street, Evansville, IN 47715	Evansville	IN	47715	51,127	4/30/2027
Store	87	St. Peters	Lease	St. Peters	202 Mid Rivers Mall Drive, St. Peters, MO 63376	St. Peters	MO	63376	45,480	4/30/2028
Store	86	Castleton	Lease	Indianapolis	5450 East 82nd Street, Indianapolis, IN 46250	Indianapolis	IN	46250	51,441	1/31/2028
Store	78	Rochester	Lease	Greece	3160 West Ridge Road, Greece, NY 14626	Greece	NY	14626	50,015	7/31/2025
Store	77	Merrillville	Lease	Merrillville	2580 East 79th Avenue, Merrillville, IN 46410	Merrillville	IN	46410	48,230	1/31/2025
Store	75	Fairview Heights	Lease	Fairview Heights	10705 Lincoln Trail, Fairview Heights, IL 62208	Fairview Heights	IL	62208	48,848	4/30/2027
Store	74	Washington D.C. #1	Lease	New Carrollton	8301 Annapolis Road, New Carrollton, MD 20784	New Carrollton	MD	20784	37,250	4/19/2029
Store	69	Glen Burnie - Baltimore	Lease	Glen Burnie	22 Mountain Road, Glen Burnie, MD 21060	Glen Burnie	MD	21060	50,250	11/30/2025
Store	68	Taylor	Lease	Taylor	23859 Eureka Road, Taylor, MI 48180	Taylor	MI	48180	48,191	1/31/2026
Store	66	Monroeville - Pittsburgh	Lease	Monroeville	3801 William Penn Highway, Monroeville, PA 15146	Monroeville	PA	15146	49,158	1/31/2026
Store	65	Northlake - Chicago	Lease	Northlake	49 West North Avenue, Northlake, IL 60164	Northlake	IL	60164	51,000	8/31/2039
Store	64	Calumet City - Chicago	Lease	Calumet City	2100 159th Street, Calumet City, IL 60409	Calumet City	IL	60409	44,704	4/30/2028
Store	61	Burbank - Chicago	Lease	Burbank	8310 South Cicero Avenue, Burbank, IL 60459	Burbank	IL	60459	54,000	4/30/2028
Store	60	Brookpark - Cleveland	Lease	Brooklyn	7500 Brookpark Road, Brooklyn, OH 44129	Brooklyn	OH	44129	48,115	5/31/2034
Store	59	Baltimore West #2	Lease	Baltimore	5840 Baltimore National Pike, Baltimore, MD 21228	Baltimore	MD	21228	60,075	8/31/2028
Store	57	Huntington	Lease	Huntington	1423 Roby Road, Route 60, Huntington, WV 25705	Huntington	WV	25705	43,566	8/18/2026
Store	55	Canton	Lease	Canton	5577 Dressler Road NW, Canton, OH 44720	Canton	OH	44720	50,000	1/31/2026
Store	52	Lexington	Lease	Lexington	3220 Nicholasville Road, Lexington, KY 40503	Lexington	KY	40503	32,437	3/31/2030
Store	49	Sterling Heights	Lease	Sterling Heights	33377 Van Dyke Avenue, Sterling Heights, MI 48312	Sterling Heights	MI	48312	31,718	1/31/2029
Store	47	Pittsburgh	Lease	Pittsburgh	451 Clairton Blvd, Pittsburgh, PA 15236	Pittsburgh	PA	15236	49,996	4/30/2028
Store	41	St Clairsville	Lease	St. Clairsville	50471 Valley Plaza Drive, St. Clairsville, OH 43950	St. Clairsville	OH	43950	34,900	1/31/2031
Store	38	Greenwood - Indy	Lease	Greenwood	1218 US 31 North, Greenwood, IN 46142	Greenwood	IN	46142	40,554	11/30/2027
Store	36	Akron	Lease	Cuyahoga Falls	790 Howe Ave, Cuyahoga Falls, OH 44221	Cuyahoga Falls	OH	44221	36,416	4/30/2028
Store	34	Columbus West	Lease	Columbus	4300 W. Broad St., Columbus, OH 43228	Columbus	OH	43228	55,051	4/30/2028
Store	31	Toledo North	Lease	Toledo	4475 Monroe Street, Toledo, OH 43613	Toledo	OH	43613	50,420	4/30/2041
Store	29	Ft. Wayne	Lease	Ft. Wayne	811 Northcrest Shopping Center, Ft. Wayne, IN 46805	Ft. Wayne	IN	46805	52,750	8/31/2025
Store	28	Beavercreek	Lease	Beavercreek	2675 Fairfield Commons Blvd, Beavercreek, OH 45431	Beavercreek	OH	45431	47,553	4/30/2032
Store	27	Preston - Louisville	Lease	Louisville	3426 Preston Highway, Louisville, KY 40213	Louisville	KY	40213	37,835	4/30/2030
Store	26	Parkersburg	Lease	Parkersburg	400 Lakeview Center, Parkersburg, WV 26101	Parkersburg	WV	26101	41,000	10/31/2024
Store	25	Springdale	Lease	Springdale	94 West Kemper Road, Springdale, OH 45246	Springdale	OH	45246	110,777	4/30/2024
Store	19	Columbus East	Lease	Columbus	6067 East Main Street, Columbus, OH 43213	Columbus	OH	43213	37,010	11/30/2027
Store	15	Sandusky	Lease	Sandusky	202-24 East Market Street, Sandusky, OH 44870	Sandusky	OH	44870	40,000	11/30/2027
Store	186	Fredericksburg #2	Lease	Fredericksburg	1731 Carl D Silver Parkway, Fredericksburg, VA 22401	Fredericksburg	VA	22401	50,000	1/31/2035
Store	188	Canton MI	Lease	Canton	42595 Ford Rd, Canton, MI 48187	Canton	MI	48187	50,000	5/31/2035
Store	400	Nashville	Lease	Franklin	1770 Galleria Blvd.	Franklin	TN	37067	56,620	4/30/2028
Store	401	Madison	Lease	Madison	2130 Gallatin Pike North	Madison	TN	37115	50,000	4/30/2028
Store	407	Altamonte Springs	Lease	Altamonte Springs	150 S SR 434 #1080, Altamonte Springs, FL 32714	Altamonte Springs	FL	32714	50,000	2/28/2025
Store		Iselin	Lease	Iselin	429 US-1 South	Iselin	NJ	08830		
Store	445	Governors Square	Lease	Clarksville	2821 Wilma Rudolph Blvd.	Clarksville	TN	37040	45,454	1/31/2030
Store	446	Murfreesboro	Lease	Murfreesboro	2075 Old Fort Pkwy	Murfreesboro	TN	37129	32,057	4/30/2029
Store	81	Charlotte #1	Lease	Charlotte	2320 Sardis Road North	Charlotte	NC	28227	61,123	4/30/2026
Corporate	Corporate	Columbus	Lease	Columbus	4300 E 5th Ave.	Columbus	OH	43219	N/A	N/A

88 Store Count
1 Corporate

EXHIBIT B

RETAIL STORES AND DISTRIBUTION CENTERS

	Location	Store Name	Address	City	State	ZIP	Square Footage	Lease Expiration	Location Type
Retail Locations									
1.) 15		Sandusky	202-24 East Market Street	Sandusky	OH	44870	40,000	11/30/27	Store
2.) 19		Columbus East	6067 East Main Street	Columbus	OH	43213	41,714	11/30/27	Store
3.) 25		Springdale	94 West Kemper Road	Springdale	OH	45246	64,165	04/30/24	Store
4.) 26		Parkersburg	400 Lakeview Center	Parkersburg	WV	26101	42,283	10/31/24	Store
5.) 27		Preston - Louisville	3426 Preston Highway	Louisville	KY	40213	38,876	04/30/30	Store
6.) 28		Beavercreek	2675 Fairfield Commons Blvd	Beavercreek	OH	45431	47,453	04/30/32	Store
7.) 29		Ft. Wayne	811 Northcrest Shopping Center	Ft. Wayne	IN	46805	65,093	08/31/30	Store
8.) 31		Toledo North	4475 Monroe Street	Toledo	OH	43613	50,713	04/30/41	Store
9.) 34		Columbus West	4300 W. Broad St.	Columbus	OH	43228	55,050	04/30/28	Store
10.) 36		Akron	790 Howe Ave	Cuyahoga Falls	OH	44221	35,835	04/30/28	Store
11.) 38		Greenwood - Indy	1218 US 31 North	Greenwood	IN	46142	42,342	11/30/27	Store
12.) 41		St Clairsville	50471 Valley Plaza Drive	St. Clairsville	OH	43950	35,524	01/31/31	Store
13.) 47		Pittsburgh	451 Clairton Blvd	Pittsburgh	PA	15236	57,466	04/30/28	Store
14.) 49		Sterling Heights	33377 Van Dyke Avenue	Sterling Heights	MI	48312	42,660	01/31/29	Store
15.) 52		Lexington	3220 Nicholasville Road	Lexington	KY	40503	35,888	03/31/30	Store
16.) 55		Canton	5577 Dressler Road NW	Canton	OH	44720	50,000	01/31/31	Store
17.) 57		Huntington	1423 Roby Road, Route 60	Huntington	WV	25705	45,006	08/18/26	Store
18.) 59		Baltimore West #2	5840 Baltimore National Pike	Baltimore	MD	21228	59,072	08/31/28	Store
19.) 60		Brookpark - Cleveland	7500 Brookpark Road	Brooklyn	OH	44129	47,795	05/31/34	Store
20.) 61		Burbank - Chicago	8310 South Cicero Avenue	Burbank	IL	60459	65,247	04/30/28	Store
21.) 64		Calumet City - Chicago	2100 159th Street	Calumet City	IL	60409	43,351	04/30/28	Store
22.) 65		Northlake - Chicago	49 West North Avenue	Northlake	IL	60164	50,324	08/31/39	Store
23.) 66		Monroeville - Pittsburgh	3801 William Penn Highway	Monroeville	PA	15146	53,516	01/31/36	Store
24.) 68		Taylor	23859 Eureka Road	Taylor	MI	48180	48,344	01/31/31	Store
25.) 69		Glen Burnie - Baltimore	22 Mountain Road	Glen Burnie	MD	21060	57,862	11/30/30	Store
26.) 74		Washington D.C. #1	8301 Annapolis Road	New Carrollton	MD	20784	36,708	04/19/29	Store
27.) 75		Fairview Heights	10705 Lincoln Trail	Fairview Heights	IL	62208	48,640	04/30/27	Store
28.) 77		Merrillville	2580 East 79th Avenue	Merrillville	IN	46410	49,845	01/31/30	Store
29.) 78		Rochester	3160 West Ridge Road	Greece	NY	14626	49,950	07/31/30	Store
30.) 86		Castleton	5450 East 82nd Street	Indianapolis	IN	46250	51,768	01/31/33	Store
31.) 87		St. Peters	202 Mid Rivers Mall Drive	St. Peters	MO	63376	47,656	04/30/28	Store
32.) 88		Evansville	5330 East Indiana Street	Evansville	IN	47715	52,814	04/30/27	Store
33.) 89		Bear	301 Governors Place	Bear	DE	19701	51,773	01/31/30	Store
34.) 90		Hagerstown	1581 Wesel Blvd	Hagerstown	MD	21740	51,014	04/30/29	Store
35.) 91		Aurora - Chicago	4380 East New York Street	Aurora	IL	60504	47,630	04/30/29	Store
36.) 93		Potomac Mills	2500 Prince William Parkway	Woodbridge	VA	22192	54,213	04/30/29	Store
37.) 95		Boardman	443 Boardman-Poland Road	Boardman	OH	44512	51,041	07/31/28	Store
38.) 97		Mentor - Cleveland	7767 Mentor Avenue	Mentor	OH	44060	49,800	04/30/39	Store
39.) 98		Henrietta	1000 Hylan Drive Suite 206	Henrietta	NY	14623	49,186	02/28/27	Store
40.) 99		Virginia Beach	2720 North Mall Drive	Virginia Beach	VA	23452	53,843	12/31/30	Store
41.) 100		Waldorf	1260 Smallwood Drive	Waldorf	MD	20603	54,877	08/31/31	Store
42.) 104		Falls Church	5516 Leesburg Pike	Falls Church	VA	22041	51,904	11/30/29	Store
43.) 105		Sawmill	3700 West Dublin Granville Rd	Columbus	OH	43235	49,182	08/31/30	Store
44.) 106		Chesapeake	1412 Greenbrier Pkwy, Unit 100	Chesapeake	VA	23320	58,182	04/30/26	Store
45.) 107		Orland Park	15770 South La Grange Road	Orland Park	IL	60462	52,260	02/28/27	Store
46.) 110		Pineville	9527 South Boulevard	Charlotte	NC	28273	57,440	12/06/26	Store
47.) 112		University - Charlotte	8101 N. University City Blvd	Charlotte	NC	28213	57,314	01/31/30	Store
48.) 113		Utica	45350 Utica Park Blvd	Utica	MI	48315	55,952	01/31/30	Store
49.) 116		Robinson Township	1400 Park Manor Blvd	Pittsburgh	PA	15205	52,368	01/31/30	Store
50.) 121		Man O War	2321 Sir Barton Way, Suite 170	Lexington	KY	40509	48,767	01/31/27	Store
51.) 122		Plainfield	2437 East Main Street	Plainfield	IN	46168	48,959	12/31/26	Store
52.) 123		North Olmstead	4700 Great Northern Blvd	North Olmsted	OH	44070	52,277	01/31/36	Store
53.) 125		Florence	8032 Burlington Pike	Florence	KY	41042	49,352	04/30/28	Store
54.) 126		Chagrin Highlands	4095 Richmond Road	Warrensville Heights	OH	44122	46,866	01/31/27	Store
55.) 130		White Marsh	5240 Campbell Blvd Suite E	Nottingham	MD	21236	52,477	10/22/27	Store
56.) 131		Joliet	3355 Mall Loop Drive	Joliet	IL	60431	47,863	05/31/28	Store
57.) 132		Harrisburg	5047 Jonestown Road	Harrisburg	PA	17112	52,365	01/31/27	Store
58.) 144		Suffolk	4300 Portsmouth Blvd, Ste 200	Chesapeake	VA	23321	46,925	08/31/31	Store
59.) 151		Frederick	5500 Buckeystown Pike, Ste 800	Frederick	MD	21703	48,394	04/30/29	Store
60.) 156		Midlothian	1250 HUGUENOT RD.	Midlothian	VA	23113	34,517	04/30/27	Store
61.) 158		Columbia-Sandhill	240 FORUM DRIVE	Columbia	SC	29229	28,988	01/31/25	Store
62.) 159		Polaris Town Center	1091 Gemini Place	Columbus	OH	43240	35,538	03/31/27	Store
63.) 160		Elston	2536 North Elston Ave	Chicago	IL	60647	32,560	11/04/41	Store
64.) 162		Ballwin	13961 Manchester Rd.	Ballwin	MO	63011	40,480	01/31/27	Store
65.) 165		Easton	3740 Easton Market Unit 28	Columbus	OH	43219	53,533	04/30/28	Store
66.) 166		Schaumburg	1015 E. Golf Rd	Schaumburg	IL	60173	42,165	01/31/29	Store
67.) 167		St. Ann	970 Northwest Plaza	St. Ann	MO	63074	42,000	01/31/27	Store
68.) 168		Downers Grove	1508 Butterfield Rd	Downers Grove	IL	60515	35,540	05/31/29	Store
69.) 169		Shelbyville	4623 Shelbyville Rd	Louisville	KY	40207	37,415	01/31/28	Store
70.) 170		Columbia-Harison	140 Columbiana Dr	Columbia	SC	29212	46,004	04/30/29	Store
71.) 173		Flint 2	4577 Miller Rd	Flint	MI	48507	56,578	06/30/30	Store
72.) 176		Traverse City	1775 Oak Hollow Dr	Traverse City	MI	49686	63,112	06/30/30	Store
73.) 178		Westland 2	8300 N Wayne Rd	Westland	MI	48185	80,515	04/30/31	Store
74.) 179		Kentwood	4375 28th St SE	Grand Rapids	MI	49512	79,212	04/30/37	Store
75.) 180		Holland	1301 E. Mall Dr	Holland	OH	43528	91,336	01/31/29	Store
76.) 183		Saginaw 2	2780 Tittabawassee Rd	Saginaw	MI	48604	43,125	04/30/33	Store
77.) 184		Cranberry Twp	20111 Route 19 Suite B	Cranberry Twp	PA	16066	24,634	01/31/34	Store
78.) 185		Bel Air	559 Baltimore Pike	Bel Air	MD	21014	25,195	01/31/35	Store
79.) 186		Fredericksburg, VA #2	1731 Carl D Silver Parkway	Fredericksburg	VA	22401	33,200	01/31/35	Store
80.) 188		Canton MI	42595 Ford Rd	Canton	MI	48187	32,000	05/31/35	Store
81.) 405		Brandon	161 Brandon Town Center Drive	Brandon	FL	33511	53,085	Owned	Store
82.) 406		Tampa-Dale Mabry	15018 North Dale-Mabry Highway	Tampa	FL	33618	48,288	01/31/29	Store
83.) 407		Altamonte Springs	150 S SR 434 #1080	Altamonte Springs	FL	32714	50,000	02/28/30	Store
84.) 408		Colonial Drive	7463 West Colonial Drive	Orlando	FL	32818	50,475	Owned	Store
85.) 409		Sandlake Rd - Orlando	730 Sand Lake Road, Suite #100	Orlando	FL	32809	50,821	Owned	Store
86.) 415		Fort Myers	13711-2 South Tamiami Trail	Fort Myers	FL	33912	50,728	12/31/31	Store
87.) 416		Jacksonville	9400 Atlantic Blvd, Suite 100A	Jacksonville	FL	32225	54,272	04/30/26	Store
88.) 424		Sarasota	5455 University Parkway	University Park	FL	34201	43,442	01/31/31	Store
89.) 447		Jacksonville-Argyle Village	6001 Argyle Forest Blvd	Jacksonville	FL	32244	45,485	01/31/30	Store
Distribution and Delivery Centers									
90.) DC1		DC1	3080 Alum Creek Dr	Columbus	OH	43207	604,800	08/31/28	Distribution Center
91.) DC2		DC2	11266 Enterprise Pkwy	Ruther Glen	VA	22546	359,605	03/31/27	Distribution Center
92.) DC3		DC3	121 Plantation Oaks Dr	Thomasville	GA	31792	278,000	Owned	Distribution Center
93.) DC4		DC4	33 Industrial Pkwy	LaPorte	IN	46350	513,596	Owned	Distribution Center
94.) 825		Columbus Central Delivery	3232 Alum Creek Dr	Columbus	OH	43207	604,800	08/31/28	Delivery Center
95.) 826		Springdale - Delivery	94 West Kemper Road	Springdale	OH	45246	110,777	04/30/24	Delivery Center
96.) 830		Chicago Delivery Center	55 W Army Trail Drive	Glendale Heights	IL	60139	70,117	12/31/30	Delivery Center
97.) 835		White Marsh Delivery Center	10000 Franklin Sq Dr, Suite 200	Nottingham	MD	21236	55,817	09/30/34	Delivery Center

EXHIBIT C

SALE GUIDELINES

Exhibit 8.1(a)

Sale Guidelines¹

1. The Sales shall be conducted so that the Stores in which sales are to occur will remain open no longer than during the normal hours of operation or such hours as otherwise provided for in the respective leases for the Stores.
2. The Sales shall be conducted in accordance with applicable state and local "Blue Laws," where applicable, so that no Sale shall be conducted on Sunday unless the Merchant had been operating such Store on a Sunday prior to the commencement of the Sales.
3. On "shopping center" property, the Merchant and the Agent shall not distribute handbills, leaflets or other written materials to customers outside of any Stores' premises, unless permitted by the applicable Merchant Lease for such premises or if distribution is customary in the "shopping center" in which such Store is located; *provided* that the Merchant and the Agent may solicit customers in the Stores themselves. On "shopping center" property, the Merchant and the Agent shall not use any flashing lights or amplified sound to advertise the Sale or solicit customers, except as permitted under the applicable lease or otherwise agreed to by the landlord.
4. At the conclusion of the Sale (or, if later, the end of the Designation Rights Period (as defined in the APA), the Merchant and the Agent shall vacate the Stores; *provided* that the Merchant may abandon any Remaining Merchandise or Owned FF&E not sold in the Sales following the Sale Termination Date, without cost or liability of any kind to the Merchant and the Agent. Any abandoned Remaining Merchandise or Owned FF&E left in a Store after a lease is rejected shall be deemed abandoned to the landlord having a right to dispose of the same as the landlord chooses without any liability whatsoever on the part of the landlord to any party and without waiver of any damage claims against the Merchant and the Agent.
5. The Merchant and the Agent may advertise the Sales as "store closing," "sale on everything," "total liquidation," "total inventory blowout," "everything must go," "everything on sale," "going-out-of-business," or similar-themed sales. The Merchant and the Agents may also have a "countdown to closing" sign prominently displayed in a manner consistent with these Sale Guidelines.
6. The Merchant and the Agent shall be permitted to utilize sign-walkers, display, hanging signs, and interior banners in connection with the Sales; *provided* that such sign walkers, display, hanging signs, and interior banners shall be professionally produced and hung in a professional manner. The Merchant and the Agent shall not use neon or day-glo on its

¹ Capitalized terms used but not defined in these Sale Guidelines have the meanings given to them in the Agreement to which these Sale Guidelines are attached as Exhibit A.

display, hanging signs, or interior banners. Furthermore, with respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used unless otherwise expressly permitted in these Sale Guidelines. In addition, the Merchant and the Agent shall be permitted to utilize exterior banners at (a) nonenclosed mall Stores and (b) enclosed mall Stores to the extent the entrance to the applicable Store does not require entry into the enclosed mall common area; *provided, however*, that such banners shall be located or hung so as to make clear that the Sale is being conducted only at the affected Store, and shall not be wider than the storefront of the Store. In addition, the Merchant and the Agent shall be permitted to utilize sign walkers in a safe and professional manner and in accordance with the terms of the Order. Nothing contained in these Sale Guidelines shall be construed to create or impose upon the Merchant and the Agent any additional restrictions not contained in the applicable lease agreement.

7. Conspicuous signs shall be posted in the cash register areas of each of the affected Stores to effect that "all sales are final."
8. Except with respect to the hanging of exterior banners, the Merchant and the Agent shall not make any alterations to the storefront or exterior walls of any Store, except as authorized by the applicable lease.
9. The Merchant and the Agent shall not make any alterations to interior or exterior Store lighting, except as authorized by the applicable lease. No property of the landlord of a Store shall be removed or sold during the Sale. The hanging of exterior banners or in-Store signage and banners shall not constitute an alteration to a Store.
10. The Merchant shall keep Store premises and surrounding areas clear and orderly consistent with present practices.
11. The Merchant and the Agent are authorized to enter into "side letters" with the landlord of any Store without further order of the Bankruptcy Court, provided that such agreements do not have a material adverse effect on the Sale.
12. The Merchant and the Agent may advertise the sale of the Owned FF&E in a manner consistent with these Sale Guidelines. The purchasers of any Owned FF&E sold during the sale shall be permitted to remove the Owned FF&E either through the back or alternative shipping areas at any time, or through other areas after applicable business hours, provided, however, that the foregoing shall not apply to de minimis sales of Merchant owned Sale Assets made whereby the item can be carried out of the Store in a shopping bag.
13. The rights of landlords against Merchant for any damages to a Store shall be reserved in accordance with the provisions of the applicable lease.

EXHIBIT D

DEBTOR PRIVACY POLICY

UPDATED AS OF MAY 27, 2022

American Signature Furniture Privacy Policy

Your Privacy Is Important To Us.

American Signature, Inc. dba American Signature Furniture and our affiliates (“American Signature Furniture”, “we”, “our” or “us”) value our customers (“you” or “your”) and respect their privacy. This privacy policy (“Privacy Policy”) applies to personal information that we collect about you through our websites and in stores. This Privacy Policy applies to information we collect when you visit one of our stores and when you access or use our technology platforms (including, without limitation, our websites, mobile applications and other American Signature Furniture-controlled properties that link to this Notice . This Privacy Policy describes the personal information we collect about you, why we collect it, how we use it, and when we share it with third parties. Our Privacy Policy also describes the choices you can make about how we collect and use certain of that information

Definitions

For purposes of this Privacy Policy, the following definitions apply:

- “affiliates” means an entity that directly or indirectly controls, is controlled by, or is under common ownership or control with American Signature, Inc. For purposes of the foregoing, ‘control’ means the ownership of (i) greater than fifty percent (50%) of the voting power to elect directors of the company, or (ii) greater than fifty percent (50%) of the ownership interests in the company.
- “personal information” means personally identifiable information and data sets that allow us to determine your identity. This information is used to improve your shopping experience and to communicate with you about our products, services and promotions.
- “business partners” means those businesses affiliated with us through a contract or other arrangement. This information is used to improve your shopping experience and to communicate with you about our products, services and promotions.

BLACK FRIDAY SLASH SALE ▲



- “third parties” means entities or individuals that are not affiliated with American Signature Furniture through any contractual or business relationship.
- “outside companies” means companies with which we have contractual relationships that help us bring you the products and services that we offer.

We will not sell or share any of your personal information with any non-affiliated company or agency except as in accordance with this Privacy Policy; however, as described in greater detail below, we may share your information under certain circumstances with business partners that help this site function or assist us in fulfilling your order.

Personal Information We Collect and How We Use It

- In connection with a purchase online or in store, we collect your name, billing address, shipping address, telephone number, email address and payment card information.
- During website registration, product reviews, surveys, or other programs you elect to participate in, we collect your name, email address, password, address, and telephone number.
- When you participate in sweepstakes, contest or other promotion, we collect your name, email address, telephone, zip code and gender, birth month and day, and any other personal information you provide.

From American Signature Furniture’s interactions with you: We collect information about you and your transactions and other interactions with us, including the products or services you purchase online or in store, use or return.

From Third Party Sources: We may combine your information with information we collect or receive about you from other online and offline sources, which helps us to customize our services.

If you are applying for or financing your purchase using an American Signature, Inc. credit card, issued by Synchrony Financial ("Synchrony") ("Credit Card"), we collect, use and disclose your personal and financial information, on our own behalf and as agent for Synchrony and Synchrony’s affiliates for the purposes set out in this Privacy Policy, the Credit Card application, the cardholder agreement for the Credit Card and Synchrony’s Privacy Agr

(<https://www.synchronyfinancial.com>). American Signature, Inc. may provide Customer Service on the Credit Card Accounts on Synchrony's behalf. Synchrony and American Signature, Inc. may share your information including personal, financial and/or transaction information with each other and with their affiliates or others for that purpose and as described in this policy, the Credit Card application, the Cardholder Agreement for the Credit Card and Synchrony's Privacy Agreement found at www.synchronyfinancial.com (<https://www.synchronyfinancial.com>).

We sometimes ask you for certain kinds of personal information to provide the services you request. This information includes:

Information We Collect By Automated Means

Cookies

We may collect information about your computer, including where available your Internet Protocol (IP) address, operating system and browser type, for system administration. This is statistical data about how you browse our website.

For the same reason, we may obtain information about your general Internet usage by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive.

Cookies help us to improve our website and to deliver a better and more customized service. They enable us:

- To estimate usage numbers and patterns;
- To store information about your preferences, and to allow us to customize our website according to your individual interests;
- To speed up your searches; and
- To recognize you when you return to our website.

You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies; however, if you select this setting you may be unable to access certain parts of the website or unable to avail of any of our services. Unless you

have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our website. Additionally, if a browser is set to issue a do not track signal, we do not place tracking cookies on this browser.

Pixel Tags

We also use "pixel tags" (sometimes called "Internet tags", "web beacons" or "clear GIFS"), which are tiny graphic images, on our website. Pixel tags help us analyze our customers' online behavior and measure the effectiveness of our website and our advertising. We work with service providers that help us track, collect and analyze this information.

Pixel tags on our website may be used to collect information about your visit, including the pages you view, the features you use, the links you click, and other actions you take in connection with the site. This information may include your computer's IP address, your browser type, your operating system, date and time information, and other technical information about your computer. We may also track certain information about the identity of the website you visited immediately before coming to our site. We do not otherwise track any information about your use of other websites.

Pixel tags and cookies in our emails may be used to track your interactions with those messages, such as when you receive, open or click a link in an email message from us.

We also work with business partners that use tracking technologies to deliver advertisements on our behalf across the Internet. These companies may collect information about your visits to our website and your interaction with our advertising and other communications.

We may combine the information we collect through cookies and pixel tags with other information we have collected from you. This information may be used to improve our website, to personalize your online experience, to help us deliver information to you, to determine the effectiveness of our advertising and for other internal business purposes.

Use Of Your Information

Use the information we collect from our customers for various purposes, including:

- Process transactions upon the customer's request;
- Improve our stores, website, customers' shopping experiences and quality of services:

- Send communications to customers about our products, services and promotions
- Prevent and detect fraud and abuse;
- Process information or claims in connection with incidents at our stores;
- Enable our service providers to perform certain services on our behalf; and
- Comply with our legal obligations, policies and procedures and for internal administrative and analytics purposes.

Others With Whom We May Share Your Personal Information

Service Providers: We also may disclose personal information to outside companies that help us bring you the products and services we offer. For example, we may work with an outside company to:

- a. Manage a database of customer information;
- b. Assist us in distributing e-mails;
- c. Assist us with direct marketing and data collection;
- d. Provide us data storage and analysis;
- e. Provide fraud prevention;
- f. Provide customer service by phone or chat; and
- g. Other services designed to assist us in maximizing our business potential.

We require that these outside companies contractually agree to keep confidential all personal information we share with them and to use the personal information only to perform the obligations outlined in the contractual agreements.

American Signature, Inc. Credit Card Accounts: We may share your personal information with Synchrony or another financial institution that issues or services American Signature, Inc. credit card accounts.

Affiliates and Business Partners and Third-Party Marketing Partners: We also may share or disclose personal information to affiliates and business partners that help us bring you the products and services we offer, as that we

believe may be of interest to you. Third-party marketing partners may also use personal information for their own advertising or commercial purposes. You may opt out of receiving offers from our affiliates and business partners through the opt-out links in the communications you receive.

Compliance with Law: We may provide access to personal information when required by law to do so, to cooperate with legal proceedings, to protect against misuse or unauthorized use of our website, to limit our legal liability and protect our rights or to protect the rights, property or safety of visitors of this website or the public.

Links To Other Websites

While visiting our website, you may link to sites operated by our business partners or other third parties. This does not mean that we endorse these sites. We do not make any representations or warranties about any website you may access through the American Signature Furniture website. They are independent from us, and we have no control over, or responsibility for, their information or activities.

In addition, our privacy practices may differ from those of these other sites. If you provide personal information at one of those sites, you are subject to the privacy policy of the operator of that site, not our Privacy Policy. Please make sure you understand the other site's privacy policy before providing personal information.

Security

American Signature Furniture goes to great lengths to keep your personal and financial information private and safe. We take appropriate physical, electronic and administrative steps to maintain the security and accuracy of personal information we collect, including limiting the number of people who have physical access to our database servers, as well as employing electronic security systems and password protections that guard against unauthorized access. In addition, it is our policy to never send your credit card number via e-mail. Our customer service center and stores also operate over a private, secure network. Please note, however, that e-mail is not encrypted and is not considered to be a secure means of transmitting credit card information.

We use Secure Socket Layers (SSL), the industry standard in transferring information to process your orders. The SSL encrypts, or translates, your order information into a highly indecipherable code which is processed immediately. All credit card transactions occur in a secure

information collected. When you have finished shopping and begin the checkout process, you will move into the secure area of our site. Once you have entered, the page address (URL) will change from http to https, to let you know you are in a secure area. You will remain in this secure zone for the entire checkout process.

Unfortunately, despite our commercially reasonable best efforts, the transmission of data over the Internet cannot be guaranteed to be 100% secure. While we will use every reasonable means to ensure the security of information you transmit to us, we cannot guarantee that such information will not be intercepted by third parties. We will, however, prosecute any unauthorized or fraudulent transactions to the fullest extent permitted by law. If you experience an unauthorized or fraudulent transaction through our website or at one of our stores, please notify us immediately so that we may investigate.

"SPOOFING" AND "PHISHING"

A common Internet scam is known as "spoofing" or "phishing." This occurs when you receive an email from what appears to be a legitimate source requesting personal information from you. Please be aware that American Signature Furniture will never send you an email requesting you to verify credit card, bank information, or any other personal information. If you ever receive an email that appears to be from us requesting such information from you, DO NOT respond to it, and DO NOT click on any links appearing in the email. Instead, please forward the email to us at websupport@americansignature.com (<mailto:websupport@americansignature.com?Subject=Fraud%20Investigation>), as we will investigate all instances of possible Internet fraud.

Your Consent

You acknowledge that this Privacy Policy is part of the Terms of Use of our website and you agree that using our website signifies your assent to the terms of the Privacy Policy and related terms of use provided above. Your acknowledgment is subject to all applicable laws and is undertaken at your own risk. American Signature Furniture reserves the right to change this Privacy Policy at any time, without advance notice. If we decide to change our Privacy Policy, we will post those changes on this page so that you are aware of what information we collect, how we use it and under what circumstances we disclose it.

American Signature Furniture's practices regarding the collection, storage, transfer, use and other processing of personal information were developed in accordance with the safe harbor principles set forth in federal law, including the Gramm-Leach Bliley Act (Pub. L. No. 106-102, 113 Stat. 1338 (1999) et seq.) as follows:

- Notice – American Signature Furniture will give you timely and appropriate notice describing what personal information we're collecting, how we will use it, and types of third parties with whom we may share it with.
- Choice – American Signature Furniture will give you choices about the ways we use and share your personal information, and we will respect the choices you make.
- Onward Transfer - When disclosing information to a third party, American Signature Furniture applies the notice and choice principles and takes appropriate measures to protect your privacy and the personal information we transfer.
- Access – American Signature Furniture provides ways for you to access your personal information, as required by law, so that you can correct inaccuracies. You may also delete or erase your personal information by calling us at 888.751.8552
- Security – American Signature Furniture will take appropriate technical and organizational measures to protect personal information from loss, misuse and unauthorized access, disclosure, alteration and destruction.
- Data Integrity - American Signature Furniture takes reasonable steps to ensure that personal information the company collects is relevant for the purposes for which it is to be used and that the information is reliable for its intended use and is accurate, complete and current.
- Enforcement – American Signature Furniture uses a self-assessment approach to assure compliance with this privacy policy and periodically verifies that the policy is accurate, comprehensive for the information intended to be covered, prominently displayed, completely implemented and accessible and in conformity with the safe harbor principles.

We encourage interested persons to raise any concerns regarding this Privacy Policy using the contact information below and we will investigate and attempt to resolve any complaints and disputes regarding use and disclosure of personal information in accordance with the principles.

How To Contact Us

Opting Out Of Marketing; Updating Information About You

While we enjoy sharing American Signature Furniture news, products, events and sales with you, we'd like to make it easier for you to unsubscribe from receiving our email messages and/or catalogs should that be your choice. To submit your Opt-Out request(s), you can call us at 888.751.8552 or send us an email at websupport@americansignature.com (<mailto:websupport@americansignature.com?Subject=Opt-out>).

Please be sure to include your full name, email address, mailing address, and specifically what information you do not want to receive.

- I prefer not to receive future email advertisements, such as updates regarding products and services, special promotions or upcoming events.
- I prefer not to receive future direct mail advertisements, such as periodic catalogs and mailings regarding products and services, special promotions or upcoming events.
- I prefer to be removed from all future marketing email advertisements and all direct mail advertisements.
- I prefer not to have my contact information provided to third parties for their marketing purposes.

You may also click the designated link at the bottom of any email advertisement to unsubscribe. Please note that any request to unsubscribe may take up to ten (10) business days to remove.

To unsubscribe from direct mail advertisements, please be sure to provide us with the full name and mailing address indicated on the mailing label.



The Designer Looks Credit Card

Flexible payment options & exclusive perks.

[Apply Now \(https://etail.mysynchrony.com/eapply/eapply.action?uniqueId=8CB36A8C70326D2A420F0B997C14I\)](https://etail.mysynchrony.com/eapply/eapply.action?uniqueId=8CB36A8C70326D2A420F0B997C14I)



Orders

Check your order status.

[Track Your Order\(/track-my-order\)](/track-my-order)



Contact Us

Questions? Call — **(888) 751-8553**. (tel:+1-888-751-8553)

[Contact Us \(/contact-us\)](/contact-us) **[Chat With Us](#)**



My Account

Easy access to your orders and more.

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SUBSCRIBE NOW

(<https://www.facebook.com/AmericanSignatureFurniture>)(<https://www.instagram.com/americansignature>)(<https://www.tikto>

Your Nearest Store:

American Signature Furniture | Bear

301 Governors Place

Bear, I

(<https://maps.google.com/maps?cid=15060747054559489800>)

(302) 838-5188 (tel:3028385188)

Showroom Hours:

MON-SAT 10:00AM - 9:00PM

SUN 11:00AM - 7:00PM

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EXHIBIT E
CONDITIONS

1. The Purchaser agrees to notify the Debtors' customers ("Customers") of the sale of the Customer PII (as defined below) received through the sale by providing clear and conspicuous notice ("Notice") of the following: (a) the identity of the Purchaser, (b) that the Purchaser has purchased the customer personally identifiable information ("Customer PII"), (c) the planned use(s) of the Customer PII as of the Closing Date (which shall be the sale of furniture, footwear, apparel and/or goods and services related thereto (the "Intended Uses")), (d) that the Purchaser has agreed to be bound by the Debtors' Privacy Policy (modified solely to replace references to "American Signature, Inc." or "American Signature Furniture" with references to the Purchaser and its affiliates) with respect to the Customer PII; and (e) that Customers have the opportunity to opt-out from having their Customer PII transferred from the Debtors to the Purchaser ("Opt-Out Request").

2. The Notice(s) must be provided using the methods, and within the respective periods, set forth in Paragraphs 3(a)-(e) of these Conditions, and, with regard to Paragraphs 3(c)-(e) of these Conditions, include a hyperlink and a toll-free number for Customers to effectuate an Opt-Out Request. Each Notice sent pursuant to Paragraphs 3(a) - (e) of these Conditions shall state that Opt-Out Requests must be received by the Purchaser (or its designee) no later than thirty (30) days after such notice was sent (by e-mail, text or postal mail) (the "Opt-Out Deadline").

3. The Purchaser shall:

(a) Post a clear and conspicuous Notice on Debtors' website (<http://www.americansignaturefurniture.com/>) within three (3) business days after the Closing

Date (or such later time as mutually agreed in writing by the CPO and the Purchaser), which Notice shall remain posted for a period of thirty (30) days thereafter;

(b) Place a Notice in a clear and conspicuous location at or near the point of sale, in all Stores within three (3) business days after the Closing Date (or such later time as mutually agreed in writing by the CPO and the Purchaser), which Notice shall remain posted for a period of thirty (30) days thereafter

(c) Send a Notice by e-mail, within thirty (30) days after the Closing Date, to each Customer whose e-mail address is included in the Customer PII;

(d) Send a Notice by text message, within thirty (30) days after the Closing Date, to each Customer whose e-mail address is not included in the Customer PII but who has provided a mobile phone number and opted-in received text messages from the Debtors

(e) With respect to each Customer who does not have an e-mail address or mobile telephone number in the Customer PII but does have a physical mailing address in the Customer PII: (i) send a Notice by postage paid regular mail within thirty (30) days after the Closing Date, or (ii) delete the Customer PII with respect to each such Customer.

4. The Purchaser shall cause each of the Notices described in Paragraph 3 of these Conditions, above, to be completed by third-party service provider(s) to be determined by mutual written agreement by the CPO and the Purchaser (it being agreed by the CPO that it is acceptable to use Constant Contact or Mailchimp as proposed).

5. The Purchaser shall file a certification with the Court confirming its compliance with the conditions set forth in Paragraphs 1, 2 and 3 of these Conditions. The certification shall

state the (a) day and time the notice was posted on the Debtors' website and include a copy of the notice; (b) the date a notice was posted in each of the Debtors Stores and other locations and include a copy of the notice; (c) the date(s) notices were sent by e-mail and text to customers with e-mail addresses or mobile phone numbers and include a generic copy of the notice that was sent; and (d) the date notices, if any, were sent to customers without an email address or a mobile telephone number by postage paid regular mail and a generic copy of the notice that was sent. The certification shall be signed by the person who oversaw the opt-out process.

6. The Purchaser agrees that the Customer PII will not be transferred to the Purchaser until after the expiration of the final Opt-Out Deadline and the filing of the certification set forth in Paragraph 5 of these Conditions; provided however, this Paragraph 6 does not modify the Purchaser's rights under the Agency Agreement with respect to certain limited uses of Customer PII. Notwithstanding anything to the contrary set forth herein, the Purchaser may defer transfer of the Customer PII to it until completion of the Sale.

7. The Customer PII of any customer who did opt-out of the transfer of their Customer PII from the Debtor to the Purchaser (or with respect to whom the Purchaser agreed to the deletion of their Customer PII) shall be destroyed by the Debtors within 30 days of the final Opt-Out Deadline.

8. Upon expiration of the final Opt-Out Deadline, filing of the certification set forth in Paragraph 4 of these Conditions above, and transfer of the Customer PII to the Purchaser, the Purchaser may establish a new privacy policy applicable to ASI customers, by:

(a) providing the Customers with a copy of the Purchaser's new privacy policy within

the timeframe provided for in the Debtors' privacy policy adopted by the Purchaser for user notification of material changes to the privacy policy, and directing them to the Purchaser's new privacy policy; and

(b) providing each such Customer with the opportunity to opt-out of coverage by the Purchaser's privacy policy, which policy shall bind only those Customers who do not opt-out.

9. When the Purchaser receives the database of ASI Customer PII of Customers who did not opt-out of the transfer of their Customer PII, until the Purchaser determines a use for such Customer PII, the Purchaser will store all the Customer records on a dedicated secure storage platform offline ("air-gapped and encrypted backup") that is not connected to the Internet or company IT systems and is not accessible to anyone inside or outside the company other than specially designated security personnel. Until the Purchaser determines a use for such Customer PII, the Purchaser will ensure such Customer PII is isolated from other network(s), it is encrypted, and physical access to the storage media is limited and controlled.

10. The Customer PII will remain in offline storage until such time as the Purchaser publicly announces its intent to operate a successor business.

(a) If the successor business is not materially in the same line of business as the Debtors' retail business (i.e., the sale of furniture, footwear, apparel and/or goods and services related thereto), or the Purchaser intends to sell or transfer the Customer PII to an entity that does not meet the "Qualified Buyer" criteria, then the Purchaser shall provide notice and an opportunity for Customers to opt-in to the new business.

(b) Following completion of the opt-in process (if required), the Purchaser will destroy

the PII of Customers who do not opt-in to the new business. The Debtors shall file with the Court a certification confirming such destruction.

11. At all times Purchaser agrees to provide “reasonable security” to safeguard all Customer PII in a manner consistent with industry standard data security protections and applicable information security laws and best practices; provided that the Debtors may, in connection with the use of such Customer PII, store such Customer PII on the systems of a third-party service provider that employs industry standard data security protections for such a service provider.

12. The Purchaser agrees to destroy all Customer PII for which it determines it has no reasonable business need in a manner consistent with industry standard data security protections and applicable data disposal laws and best practices.

13. The Debtors and Purchaser agree that social security numbers, credit card numbers, financial information and the geolocation data items “Geocode Longitude” and “Geocode Latitude” in Debtors customer database will be excluded from the purchase. Debtors will delete such data from the Customer PII and will not transfer it to the Purchaser.

14. The Debtors will destroy paper records maintained in the stores that contain social security numbers, financial records, and credit card numbers.