Court File No. CL-26-00000372-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF DE CLOET GREENHOUSE MFG. LTD.

APPLICATION OF DE CLOET GREENHOUSE MFG. LTD. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED

AFFIDAVIT OF JOSHUA GORDON

(sworn September 15, 2026)

I, Joshua Gordon, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am an Associate at Cassels Brock & Blackwell LLP, counsel to De Cloet Greenhouse Mfg. Ltd., including in its capacity as Foreign Representative, and, as such, have knowledge of the following matters.

2. I swear this affidavit in support of the motion of the Foreign Representative for relief pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, for the Second Recognition Order, among other things, recognizing twelve orders of the U.S. Bankruptcy court, to the extent formally entered prior to the return of the motion (the "**Second Recognition Motion**").

3. Capitalized terms used but not defined in this Affidavit have the meanings given to them in the Affidavit of Adam Zalev sworn August 21, 2026 or the Affidavit of Adam Zalev sworn September 11, 2026, as applicable.

4. On September 14, 2026, in advance of the hearing scheduled to take place on September 16, 2026 before the U.S. Bankruptcy Court for the September 16 Foreign Orders, the Debtors filed a certificate of no objection or certification of counsel in respect of, and the U.S. Bankruptcy Court entered, the following eleven orders, which are relevant to the Foreign Representative's motion before this Court (collectively, the "**September 14 Foreign Orders**"):

(a) Final Liquidation Procedures Order: *Final Order (A) Authorizing the Debtors to Assume the Consulting Agreement; (B) Authorizing and Approving the Sales of Assets Free and Clear of All Liens, Claims and Encumbrances; and (C) Granting Related Relief*, attached hereto as **Exhibit "A"**. A Certification of Counsel filed in the Chapter 11 Cases, including a blackline reflecting comments received from the UCC, ACF FINCO I LP, in its capacity as Administrative Agent and collateral agent of the Revolving Credit Facility and in its capacity as Administrative Agent and collateral agent of the DIP Facility (in such capacities, the "**Agent**"), the Prepetition Term Loan Secured Parties and the Office of the United States Trustee (the "**US Trustee**"), is attached hereto as **Exhibit "B"**;

(b) Final Critical Vendor Order: *Final Order (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors and (II) Granting Related Relief*, attached hereto as **Exhibit "C"**. A Certification of Counsel filed in the Chapter 11 Cases, including a blackline reflecting comments received from the UCC, the Agent, the Prepetition Term Loan Secured Parties and the US Trustee, is attached hereto as **Exhibit "D"**;

(c) Final Utilities Order: *Final Order (I) Approving Debtors' Proposed Form of Adequate Assurance of Payment, (II) Establishing Procedures for Resolving*

Objections by Utility Companies, (III) Prohibiting Utility Companies from Altering, Refusing or Discontinuing Service, and (IV) Granting Related Relief, attached hereto as **Exhibit "E"**. A Certification of Counsel filed in the Chapter 11 Cases, including a blackline reflecting comments received from the UCC, the Agent, the Prepetition Term Loan Secured Parties and the US Trustee, is attached hereto as **Exhibit "F"**;

(d) Final Taxes Order: *Final Order (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief*, attached hereto as **Exhibit "G"**. A Certification of Counsel filed in the Chapter 11 Cases, including a blackline reflecting comments received from the UCC, the Agent, the Prepetition Term Loan Secured Parties and the US Trustee, is attached hereto as **Exhibit "H"**;

(e) Final Insurance Order: *Final Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage and Letter of Credit Entered Into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies, Surety Bonds, and Letters of Credit, and (C) Continue to Pay Broker Fees, and (II) Granting Related Relief*, attached hereto as **Exhibit "I"**. A Certification of Counsel filed in the Chapter 11 Cases, including a blackline reflecting comments received from the UCC, the Agent, the Prepetition Term Loan Secured Parties and the US Trustee, is attached hereto as **Exhibit "J"**;

(f) Final Wages Order: *Final Order (A) Authorizing, But Not Directing, the Debtors to (I) Pay Prepetition Wages, Compensation, Employee Benefits, and Other Employee Obligations, (II) Continue Certain Employee Benefit Programs In the Ordinary Course, (B) Authorizing All Banks to Honor Prepetition Checks For*

Payment of Prepetition Employee Obligations, and (C) Granting Related Relief, attached hereto as **Exhibit "K"**. A Certificate of No Objection regarding the Debtors' motion for the Final Wages Order is attached hereto as **Exhibit "L"**;

(g) Second Interim Cash Management Order: *Second Interim Order (I) Authorizing Continued (A) Use of Existing Cash Management System, Bank Accounts, and Business Forms and Payment of Related Prepetition Obligations and (B) Performance of Intercompany Transactions in the Ordinary Course of Business, (II) Granting Limited Waiver of Section 345(b) Deposit and Investment Requirements, and (III) Granting Related Relief* (the "**Second Interim Cash Management Order**"), attached hereto as **Exhibit "M"**. A Certification of Counsel filed in the Chapter 11 Cases, including a blackline of the Second Interim Cash Management Order against the Interim Cash Management Order is attached hereto as **Exhibit "N"**;

(h) Final Customer Programs Order: *Final Order (I) Authorizing the Debtors to Honor, Maintain, and Administer Customer Programs and Related Prepetition Business Practices, and (II) Granting Related Relief*, attached hereto as **Exhibit "O"**. A Certification of Counsel filed in the Chapter 11 Cases, including a blackline reflecting comments received from the UCC, the Agent, the Prepetition Term Loan Secured Parties and the US Trustee, is attached hereto as **Exhibit "P"**;

(i) Bidding Procedures Order: *Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (II) Authorizing The Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (III) Scheduling An Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption*

and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief, attached hereto as **Exhibit "Q"**. A Certification of Counsel filed in the Chapter 11 Cases, including a blackline reflecting comments received from the UCC, the Agent, the Prepetition Term Loan Secured Parties and the US Trustee, is attached hereto as **Exhibit "R"**;

(j) Sealing Order: *Order Authorizing the Debtors to File Under Seal the Fee Letters Related to the DIP Facility*, attached hereto as **Exhibit "S"**. A Certificate of No Objection regarding the Debtors' motion for the Sealing Order is attached hereto as **Exhibit "T"**; and

(k) Reflect Retention Order: *Order (I) Approving the Retention and Employment of Reflect Advisors, LLC to Provide the Debtors with a Chief Restructuring Officer and Additional Staff Effective as of the Petition Date; (II) Designating Adam Zalev as the Chief Restructuring Officer to the Debtors; and (III) Granting Related Relief*, attached hereto as **Exhibit "U"**. A Certification of Counsel filed in the Chapter 11 Cases, including a blackline reflecting comments received from the UCC, the Agent, the Prepetition Term Loan Secured Parties and the US Trustee, is attached hereto as **Exhibit "V"**.

5. I am advised by Michael Solimani of Cole Schotz P.C., United States counsel to the Debtors, that the blacklines attached to the certifications of counsel reflect all substantive changes made to reflect the comments received from the UCC, the Agent, the Prepetition Term Loan Secured Parties and the US Trustee, as applicable, in respect of the proposed forms of orders.

In some cases, the version of the documents used to create the redlines already incorporated non-substantive changes such as updates to the style of cause or case number.

6. On September 14, 2026, the Debtors filed a Notice of Amended Agenda in the Chapter 11 Cases (the "**Amended Agenda**"), a copy of which is attached hereto as **Exhibit "W"**. The Amended Agenda states, among other things, that: (i) the hearing scheduled for September 16, 2026 has been cancelled; and (ii) the Debtors' motion for the Final DIP Order and the Final Cash Management Order have been adjourned to September 29, 2026.

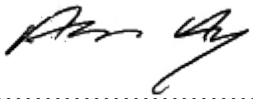
SWORN BEFORE ME by videoconference on this 15th day of September 2026. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely. The affiant and I both were located in the City of Toronto in the Province of Ontario.

Commissioner for Taking Affidavits
(or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

Joshua Gordon

This is Exhibit “A” referred to in the affidavit of Joshua Gordon, sworn September 15, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



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A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.1	Chapter 11 Case No. 26-11284 (CTG) (Jointly Administered) **Related Docket Nos. 11, 57**

FINAL ORDER (A) AUTHORIZING THE DEBTORS TO ASSUME THE CONSULTING AGREEMENT; (B) AUTHORIZING AND APPROVING THE SALES OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES; AND (C) GRANTING RELATED RELIEF

Upon the *Debtors' Motion for Interim and Final Orders (A) Authorizing the Debtors to Assume the Consulting Agreement; (B) Authorizing and Approving the Sales of Assets Free and Clear of All Liens, Claims, and Encumbrances; and (C) Granting Related Relief* (the "Motion")[2] filed by the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") and pursuant to sections 105(a), 363, 365, and 554 of the Bankruptcy Code and Bankruptcy Rules 6003, 6004, and 6007; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334(b), and the *Amended Standing Order of Reference* from the United

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, or the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65], as applicable.

States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that due and sufficient notice of the Motion has been given under the particular circumstances and that no other or further notice of the Motion need be given; and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and upon consideration of the First Day Declaration; and a hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interest of the Debtors, their estates, their creditors and all other parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby

FOUND, CONCLUDED, AND DETERMINED THAT:[3]

A. The Debtors have advanced sound business reasons for commencement of the Sales and the assumption of the Consulting Agreement as set forth in the Motion and at the hearing, and assumption of the Consulting Agreement is a reasonable exercise of the Debtors' business judgment and is in the best interest of the Debtors and their estates.

B. The Consulting Agreement was negotiated, proposed, and entered into without collusion, in good faith, and from arm's length bargaining positions.

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

C. The Sales of Assets in accordance with this Final Order, and with the assistance of the Consultant, will provide an efficient means for the Debtors to orderly and efficiently liquidate and dispose of the Assets in an orderly and efficient manner and are in the best interest of the Debtors' estates.

D. The Debtors and the Consultant may sell the Assets free and clear of all liens, claims, encumbrances, or other interests (the "Encumbrances") as provided for herein because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. The DIP Agent and applicable Prepetition Agent (i) hold the DIP Liens and Prepetition Liens (as defined in the DIP Order) for the benefit of the DIP Lenders and the applicable Prepetition Secured Creditors, respectively, on the property to be sold and such liens shall attach to the proceeds of all Sales of Assets, net of the Consultant Payment Obligations, in the priorities set forth in the DIP Order, including the Lien Priority Annex set forth therein (and any applicable Order granted in the recognition proceeding pending before the Ontario Superior Court of Justice (Commercial List) (the "Recognition Proceedings")); and (ii) have consented to the relief requested in the Motion in accordance with the terms set forth herein. The Debtors are authorized on a final basis to apply or reserve the proceeds of the Assets, net of the Consultant Payment Obligations, in accordance with the DIP Order, and to pay the Consultant Payment Obligations in a timely manner in accordance with the Consulting Agreement and this Final Order. Those holders of any such Encumbrances who did not object, or who withdrew their objections, to the entry of this Final Order are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of any such Encumbrances who did object fall within one or more of the other subsections of section 363(f) and are adequately protected by having such Encumbrances attach to the proceeds of the sale of the applicable Assets, net of the Consultant

Payment Obligations, with the same validity and priority and to the same extent and in the same amount that any such Encumbrances had with respect to such Assets, immediately prior to such sale, and subject to the same rights, claims, defenses, and objections, if any, of all parties with respect thereto (including the Consultant) and subject to the terms of the DIP Order.

E. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for the relief approved herein.

F. The entry of this Final Order is in the best interest of the Debtors and their estates, creditors, and all other parties in interest herein.

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.

2. The Debtors and the Consultant are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Final Order. The failure to specifically include any particular provision of the Consulting Agreement in this Final Order shall not diminish or impair the effectiveness of such provisions, it being the intent of this Court that the Consulting Agreement and all of its provisions, payments, and transactions, be and hereby are authorized and approved as and to the extent provided for in this Final Order. To the extent that there is any conflict between this Final Order, the Consulting Agreement, or any other agreement governing the Sales, the terms of this Final Order shall control over all other documents, and shall control over the Consulting Agreement.

A. Assumption of the Consulting Agreement by the Debtors

3. The Consulting Agreement, a copy of which is attached to the Motion as **Exhibit C**, is hereby assumed pursuant to sections 363 and 365 of the Bankruptcy Code on a final basis. The Debtors are authorized to act and perform in accordance with the terms of the Consulting

Agreement, including making payments required by the Consulting Agreement to the Consultant (including, without limitation, the Advisory Fee, Inventory Fee, Fixed Asset Commission, Receivables Fee), reimbursement of the Consultant Expenses, and, subject to the provisions contained herein, payment of indemnification amounts, in each case, as provided for in the Consulting Agreement without the need for any application of the Consultant or a further order of this Court (and all such payments of fees and reimbursement of expenses (collectively, the "Consultant Payment Obligations") shall be free and clear of any and all Encumbrances).

4. Consultant may, without further order of the Court, withhold the Consultant Payment Obligations from the Gross Proceeds generated from the Sales in accordance with the terms of the Consulting Agreement and any expense budget approved in connection therewith, without the need for any application of the Consultant, or a further order of the Court, and without adherence to any weekly, monthly, or aggregate limitation in any interim or final order approving the postpetition financing (the "DIP Orders"), other order, or any budget approved in connection with a DIP Order (each a "DIP Budget"), cash collateral or other budget entered in connection with the Debtors' chapter 11 case (collectively, an "Approved Budget"), provided however that the payment of the Consultant Payment Obligations shall be (a) deemed to be in compliance with any Approved Budget and the applicable provisions of the DIP Order; and (b) included in each Approved Budget. To the extent there is any conflict or inconsistency between this Final Order and the DIP Orders, the Consultant's rights under this Final Order regarding the payment of Consultant Payment Obligations shall be governed by this Order.

5. If Consultant Payment Obligations are not timely paid as contemplated by the Consulting Agreement and this Final Order (for any reason) (the "Unpaid Consultant Payment Obligations"), after five (5) business days' notice and opportunity to cure, which notice shall be

provided simultaneously to the DIP Agent, the Prepetition Term Loan Agent, and counsel to the Official Committee of Unsecured Creditors (the "Committee"), the Consultant can, at its election, suspend the provision of services until the Debtors have paid all outstanding Unpaid Consultant Payment Obligations and replenished any portion of the Prepayment that has been exhausted by the Consultant, provided that (x) if, within such five (5) business day period, the Debtors pay all undisputed Unpaid Consultant Payment Obligations and provide the Consultant with written notice, together with copies to the DIP Agent, the Prepetition Term Loan Agent, and counsel to the Committee, that the Debtors dispute in good faith the existence or amount of any remaining Unpaid Consultant Payment Obligations, the Consultant shall not suspend the provision of services on account of such disputed amount and shall be limited to the remedy of filing a motion to compel payment set forth below with respect to such disputed amount, and (y) before actually suspending the provision of services on account of any undisputed Unpaid Consultant Payment Obligations, the Consultant shall provide not less than two (2) business days' further written notice of its intent to do so to the Debtors, the DIP Agent, the Prepetition Term Loan Agent, and counsel to the Committee, during which period any such party may seek emergency relief from the Court. The Consultant shall have no liability for any claims arising from such suspension of services and the Consultant shall be indemnified for any damages caused by the suspension of services, provided that such release and indemnification shall not apply to the extent the Court determines that the underlying Unpaid Consultant Payment Obligations were not, in fact, due and owing; provided further, that the Consultant may not recover the amount of any such claim (other than Unpaid Consultant Payment Obligations) from any advances or any other amounts on deposit in the advance funding account, whether by setoff, lien, attachment or otherwise without the prior written consent of the DIP Agent. In addition, the Consultant will have the right to file a motion to compel

payment of any Unpaid Consultant Payment Obligations on expedited one-day notice with an expedited hearing, subject to Court availability (provided however, that with respect to the assets of De Cloet Mfg. Ltd. such motion shall be subject to the terms of the orders granted in the Recognition Proceedings).

6. The Debtors, with the assistance of the Consultant, shall maintain accurate records of all Term Loan Priority Collateral[4] proceeds realized during the Sale Term, including records sufficient to identify (i) the specific items of Term Loan Priority Collateral sold or otherwise subject to disposition, (ii) the identity of the purchaser and the date of each such sale or disposition, and (iii) the gross proceeds attributable to each such sale or disposition. The Debtors, with the assistance of the Consultant, shall maintain such records in a form that permits the segregation and identification of Term Loan Priority Collateral proceeds from proceeds attributable to other Assets.

7. Commencing on the fourteenth (14th) day following the date of entry of the Final Order and continuing every two (2) weeks thereafter through the Sale Termination Date (and, if the Receivables Services extend beyond the Sale Termination Date, every two (2) weeks through the conclusion of such services with respect to any Receivables constituting Term Loan Priority Collateral), the Debtors shall deliver to counsel to the DIP Agent and Prepetition Agent, counsel to the Prepetition Term Loan Secured Parties, and counsel to the Committee, a written report setting forth: (i) a summary of all Term Loan Priority Collateral sold or otherwise disposed of during the applicable reporting period; (ii) the aggregate gross proceeds realized from such sales or dispositions during the applicable reporting period; (iii) the aggregate Consultant Payment Obligations paid or withheld from Gross Proceeds during the applicable reporting period; and

[4] "Term Loan Priority Collateral" shall have the meaning ascribed to it in the Intercreditor Agreement (as defined in the DIP Order).

(iv) the cumulative gross proceeds realized from the sale or disposition of Term Loan Priority Collateral from the Start Date through the end of the applicable reporting period.

8. All parties' rights are reserved to challenge, contest, or otherwise object to (i) the characterization or classification of any collateral or proceeds thereof as Term Loan Priority Collateral, ABL Priority Collateral (as defined in the Intercreditor Agreement), or otherwise, and (ii) the allocation of any Consultant Payment Obligations to any such collateral.

Authority to Engage in the Sales

9. The Debtors are authorized, pursuant to section 105(a) and section 363(b)(1) of the Bankruptcy Code, to continue to conduct the Sales in accordance with this Final Order (as may be modified by a Side Letter) and the Consulting Agreement. Subject to the restrictions set forth in this Final Order, the Debtors and the Consultant are authorized to take any and all actions as may be necessary or desirable to implement the Consulting Agreement, the Sales, and each of the transactions contemplated by the Consulting Agreement, and any actions taken by the Debtors and the Consultant necessary or desirable to implement the Consulting Agreement or the Sales prior to the date of this Final Order are approved and ratified to the extent not inconsistent with this Final Order.

10. Notwithstanding anything to the contrary in the Consulting Agreement, the Debtors and their estates shall not indemnify the Consultant for any damages arising primarily out of the Consultant's fraud, willful misconduct, or gross negligence.

11. All entities that are presently in possession of some or all of the Assets in which the Debtors hold an interest that are or may be subject to the Consulting Agreement or this Final Order hereby are directed to surrender possession of such Assets to the Debtors.

12. Except as provided herein, neither the Debtors nor the Consultant nor any of their officers, employees, or agents shall be required to obtain the approval of any third party, including

(without limitation) any governmental unit (as defined in section 101(27) of the Bankruptcy Code) (a "Governmental Unit"), to conduct the Sales or to take any related actions authorized herein. Subject to the terms of this Final Order, each Governmental Unit with regulatory authority over the Sales shall consider this Final Order as binding authority that no further approval, license, or permit of any governmental unit shall be required, nor shall the Debtors be required to post any bond, to conduct the Sales.

Conducting the Sales

13. All newspapers and other advertising media in which the Sales may be advertised and all parties are directed to accept this Final Order as binding authority so as to authorize the Debtors and the Consultant to conduct the Sales pursuant to the Consulting Agreement, including, without limitation, to conduct and advertise the sale of the Assets in the manner contemplated by and in accordance with this Final Order and the Consulting Agreement.

14. The Debtors and the Consultant are hereby authorized, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to take such actions as may be necessary and appropriate to implement the Consulting Agreement and, notwithstanding any applicable non-bankruptcy laws, to conduct the Sales without the need for a further order of this Court as provided in this Final Order and the Consulting Agreement.

15. Except as expressly provided in the Consulting Agreement or this Final Order, the sale of the Assets shall be conducted by the Debtors and the Consultant notwithstanding any restrictive provision of any lease, license, restrictive covenant, reciprocal easement agreement, occupancy agreement or other agreement related to the Debtors' Assets, including but not limited to any wholesale, supply, exclusive, non-exclusive, or other distribution or vendor agreements, affecting or purporting to restrict the conduct of the Sales, including with respect to advertising and promotion of the Sales and any auctions conducted in connection with the sale of Assets, the

necessity of obtaining any third party consents, or the abandonment of assets, and such provisions shall not be enforceable in conjunction with the Sales of Assets. Breach of any such provisions in these Chapter 11 Cases in conjunction with the Sales shall not constitute a default under a lease or other agreement or provide a basis to terminate such lease or other agreement; *provided* that the Sales are conducted in accordance with the terms of this Final Order.

16. The Consultant and the Debtors are authorized to enter into agreements ("Side Letters") with applicable landlords, licensors, service providers, utilities, other creditors, and other contract counterparties (each such party, a "Side Letter Counterparty") modifying the Consulting Agreement without further order of this Court, and such Side Letters shall be binding as among the Consultant and any such Side Letter Counterparty; provided, however, that the terms of the Consulting Agreement may not be modified in a material way without the consent of the DIP Agent, in consultation with counsel to the Committee, (or, if the modification materially affects the Prepetition Term Loan Secured Parties or the Term Loan Priority Collateral, the consent of the Prepetition Term Loan Agent), which consent shall not be unreasonably withheld, conditioned, or delayed. In the event of any conflict between this Final Order and any Side Letter, the terms of such Side Letter shall control. To the extent the Debtors, the Consultant, the DIP Agent, and the Prepetition Term Loan Agent are unable to resolve any dispute regarding a modification to the Consulting Agreement, any party may request a hearing with this Court. Notwithstanding the foregoing, in no event shall any Side Letter or other agreement, alter, amend, or otherwise modify the Consultant Payment Obligations or other amounts payable from any collateral or proceeds thereof without further Court order.

17. Notwithstanding anything herein to the contrary, if any dispute arises during the course of the Sales regarding laws regulating the conduct of such sales, and the Debtors and the

Consultant are unable to resolve the matter with the disputing party consensually, any party may request a hearing with this Court pursuant to these provisions. Until such a hearing, no party shall interfere with the Sales' conduct in accordance with this Final Order.

18. Except as provided in this Final Order, no person or entity, including, but not limited to, any landlord, licensor, property owner, property manager, service provider, utility provider, seller or supplier of Assets to the Debtors, vendor or creditor or equity holder of the Debtors or other stakeholder, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder the Sales, the sale of the Assets, or the advertising and promotion of the Sales (where applicable), and all such parties and persons of every nature and description, including, but not limited to, any landlord, licensor, service provider, utility, seller or supplier of Assets to the Debtors, vendor, and creditor, as well as all those acting for or on behalf of such parties, are prohibited from (a) interfering in any way with, obstructing, or otherwise impeding the conduct of the Sales, including, but not limited to, by purporting to terminate any supply or distribution agreement with the Debtors by virtue of the Debtors' bankruptcy or pre-petition non-payment under such agreements; or (b) instituting any action or proceeding in any court (other than this Court) or administrative body seeking an order or judgment against, among others, the Debtors, the Consultant, or any landlords at the Facilities that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Sales or seek to recover damages for breach(es) of covenants or provisions in any license or contract based upon any relief authorized herein.

19. In accordance with and subject to the terms and conditions of the Consulting Agreement, the Consultant shall have the right to use the Debtors' sales channels, the Facilities

and other assets of the Debtors for the purpose of conducting the Sales free of any interference from any entity or person, subject to compliance with this Final Order.

20. All sales of all Assets shall be "as is" and final, and all advertisements and sale receipts, where applicable, shall reflect that such sales are "as is" and final.

21. The Consultant shall not be liable for sales taxes and the Debtors remain responsible for the payment of any and all sales taxes. The Debtors are directed to remit all taxes accruing from the Sales to the applicable Governmental Units as and when due, provided that in the case of a bona fide dispute, the Debtors may pay such taxes upon the resolution of the dispute, if and to the extent that the dispute is decided in favor of the applicable Governmental Unit. For the avoidance of doubt, sales taxes collected and held in trust by the Debtors, if any, shall not be used to pay any creditor or any other party, other than the applicable Governmental Unit for which the sales taxes are collected.

22. Pursuant to section 363(f) of the Bankruptcy Code, the Consultant, on behalf of the Debtors, is authorized to sell all Assets pursuant to the Consulting Agreement and in accordance with the terms of this Final Order and the DIP Orders. All sales of Assets, whether by the Consultant or the Debtors, shall be free and clear of any and all Encumbrances; *provided, however*, that any Encumbrances shall, subject to the terms of the DIP Orders, attach to the proceeds of the sale of applicable Assets, net of the Consultant Payment Obligations, with the same validity and priority and to the same extent and in the same amount that any such Encumbrances had with respect to such Assets immediately prior to such sale and subject to the same rights, claims, defenses, and objections, if any, of all parties with respect thereto.

23. The Debtors and the Consultant, in consultation with the DIP Agent, are empowered to transfer Assets among, and into the Facilities. The Debtors and the Consultant are

authorized to sell the Debtors' Assets, as provided for and in accordance with the terms of the Consulting Agreement and this Final Order; *provided that*, notwithstanding anything to the contrary herein, the Debtors shall not abandon, or permit to be deemed abandoned, any Assets constituting DIP Collateral, Term Loan Priority Collateral or Prepetition Collateral (each as defined in the DIP Orders) without the prior written consent of the DIP Agent or Prepetition Term Loan Agent, as applicable (which consent may be provided by email from counsel to the DIP Agent or Prepetition Term Loan Agent), and any purported abandonment without such consent shall be void and of no force or effect. Any abandoned Inventory and/or Fixed Assets left in the Facilities after the later of the date the lease is rejected or the date the Debtors vacate the premises shall be deemed abandoned, and the landlord of or counterparty to the applicable agreement concerning the use of or access to such Facilities is authorized to dispose of the abandoned Inventory and/or Fixed Assets free and clear of Encumbrances without further notice and without any liability to the Debtors and/or any individual or entity that may claim an interest in such property. The automatic stay is modified to the extent necessary to allow such dispositions. Notwithstanding any other provision of this Final Order, (a) the Debtors may not abandon any personal property that the Debtors know is not property of the Debtors and (b) the Debtors are not authorized to abandon any hazardous materials as defined under applicable law from any leased premises. Consultant shall not be responsible for the removal or disposition of any hazardous materials or substances. To the extent the Debtors seek to abandon personal property that contains any "personally identifiable information," as that term is defined in section 101(41A) of the Bankruptcy Code, or other personal and/or confidential information about the Debtors' employees, or any other individual (the "Confidential Information"), the Debtors shall remove or wipe the Confidential Information from such personal property before abandonment.

24. The Debtors shall remove or cause to be removed any Confidential Information in any of the Debtors' hardware, software, computers or similar equipment which are to be sold or abandoned so as to render the Confidential Information unreadable or undecipherable. At the conclusion of the Sales, the Consultant shall provide the Debtors with written verification that the Consultant has not removed, copied, or transferred any customer Confidential Information and that the Consultant has used commercially reasonable efforts to shred, erase, or otherwise modify or render any records containing Confidential Information unreadable or undecipherable.

25. The Consultant is authorized to perform the Receivables Services and the Debtors are authorized, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to collect, compromise, adjust, and settle any and all accounts receivable of the Debtors (the "Receivables"), in each case in accordance with the terms of the Consulting Agreement and this Final Order, without the need for any further notice, hearing, motion pursuant to Bankruptcy Rule 9019, or order of this Court. In furtherance of the foregoing, the Debtors and the Consultant are authorized to negotiate the terms of, and enter into, settlements, compromises, or other resolutions with any customer or other obligor with an open account balance in order to resolve and settle payment of any Receivable; provided that the Debtors and the Consultant shall consult with the DIP Agent and counsel to the Committee in advance of the collection, compromise, adjustment, settlement, or release of any Receivable in excess of $250,000 (and with the Prepetition Term Loan Agent with respect to any Receivable that constitutes Term Loan Priority Collateral), and shall not compromise, settle, adjust, or release any Receivable other than in accordance with the DIP Orders and the Approved Budget. In connection with the settlement of any Receivable, the Debtors are authorized to release claims and causes of action related to such Receivable and its obligor. Encumbrances on any Receivable, to the extent valid, perfected, and enforceable, shall attach to

the proceeds thereof, net of the Consultant Payment Obligations, with the same validity, priority, extent, and amount, and subject to the same claims and defenses, as existed immediately prior to such collection or settlement, subject to the DIP Order. Nothing in this paragraph shall require the Debtors or the Consultant to obtain the approval of any third party (except the DIP Agent or the Prepetition Term Loan Agent as expressly set forth in this paragraph 25), in connection with the collection, compromise, or settlement of any Receivable.

D. Dispute Resolution Procedures

26. Nothing in this Final Order or the Consulting Agreement 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) to which any entity would be subject as the owner, lessor, lessee, or operator of the property after the date of entry of this Final Order. Nothing contained in this Final Order or the Consulting Agreement shall in any way (a) diminish the obligation of any entity to comply with environmental laws or (b) diminish the obligations of the Debtors to comply with environmental laws consistent with its rights and obligations as debtor in possession under the Bankruptcy Code. The Sales shall not be exempt from 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 local laws, regulations, ordinances, or police powers of general applicability regarding matters such as regulating deceptive practices and false advertising (collectively, "General Laws"). Nothing in this Final Order or the Consulting Agreement shall alter or affect obligations to comply with all applicable federal safety laws and regulations. Nothing in this Final Order shall be deemed to bar any Governmental Unit (as such term is defined in section 101(47) of the Bankruptcy Code) from enforcing General Laws in the applicable non-bankruptcy forum, subject to the Debtors' rights to assert in that forum or before this Court (or the

Canadian Court) that any such laws are not in fact General Laws or that such enforcement is impermissible under the Bankruptcy Code, this Final Order, or otherwise. Notwithstanding any other provision in this Final Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Final Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code. Nothing in this Final Order shall be deemed to have made any rulings on any such issues.

27. To the extent that the sale of Assets is subject to any Liquidation Sale Laws, including any federal, state, or local statute, ordinance, or rule, or licensing requirement directed at regulating inventory liquidation sales, or bulk sale laws, including laws restricting safe, professional, and non-deceptive customary advertising such as signs, banners, posting of signage, solely in connection with the Sales and including ordinances establishing license or permit requirements, waiting periods, time limits, or bulk sale restrictions that would otherwise apply solely to the sale of the Assets, or any similar laws, the dispute resolution procedures in this section shall apply.

28. Notwithstanding anything to the contrary in this Final Order, the Consulting Agreement, or the Motion, nothing herein shall be construed to impose, or shall result in the imposition of, any liability under any environmental law or regulation of any state or other Governmental Unit upon any of the Debtors' creditors or vendors, solely by virtue of the Sales, the receipt of proceeds thereof, or any action taken by the Consultant or the Debtors pursuant to this Final Order or the Consulting Agreement.

29. To the extent that any party has objections to the conduct of the Sales or to the sale of the Assets, the following procedures (the "Resolution Procedures") shall apply during the Sale Term:

a. Provided that the Sales are conducted in accordance with the terms of this Final Order and the Consulting Agreement, the Debtors and the Consultant are authorized to conduct the Sales, and the Debtors shall be presumed to be in compliance with any Liquidation Sale Laws, without the necessity of further showing compliance with any Liquidation Sale Laws.

b. Within two (2) business days after entry of this Final Order, the Debtors will serve by email, facsimile, or first-class mail, copies of the Final Order on the following: (i) landlords of or counterparties to any agreements governing the use of or access to the Facilities; (ii) the Attorney General's office for each state in which the Facilities are located; (iii) the county consumer protection agency or similar agency for each county in which the Facilities are located; (iv) the division of consumer protection for each state in which the Facilities are located; (v) supplier contract counterparties; (vi) and any other party with an interest in the Assets, or sales thereof (collectively, the "Dispute Notice Parties").

c. To the extent that there is a dispute arising from or relating to the conduct of the Sales, the sale of the Assets, this Final Order, or the Consulting Agreement (a "Reserved Dispute"), the Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any party in interest (including, but not limited to, any of the Dispute Notice Parties) may assert that a Reserved Dispute exists by sending a notice (the "Dispute Notice") explaining the nature of the dispute to: (a) Proposed Counsel to the Debtors, Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, DE 19801, Attn: Justin Alberto (jalberto@coleschotz.com), Stacy Newman (snewman@coleschotz.com), and Sarah Carnes (scarnes@coleschotz.com); (b) Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Jane Leamy (jane.m.leamy@usdoj.gov); (c) Counsel to the Consultant Katten Muchin Rosenman LLP, 50 Rockefeller Plaza, New York, NY 10020, Attn: Cindi M. Giglio (cgiglio@katten.com) and Grace A. Thompson (grace.thompson@katten.com) (d) counsel to the DIP Agent and Prepetition ABL Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com); (e) co-counsel to the Prepetition Term Loan Secured Parties, Proskauer Rose LLP, Eleven Times Square, New York, NY 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com), and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Matthew B. McGuire (mcguire@lrclaw.com); and (f) counsel to the Committee.

d. If the Debtors, the Consultant, and the party asserting the Reserved Dispute are unable to resolve the Reserved Dispute within fourteen (14) days after service

of the Dispute Notice, the party asserting the Reserved Dispute may file a motion with the Court requesting that the Court resolve the Reserved Dispute (a "Dispute Resolution Motion").

e. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of this Final Order or to limit or interfere with the Debtors' or the Consultant's ability to conduct or to continue to conduct the Sales pursuant to this Final Order, absent further order of the Court. Upon the entry of this Final Order, the Court grants authority for the Debtors and the Consultant to conduct the Sales pursuant to the terms of this Final Order and the Consulting Agreement, and to take all actions reasonably related thereto or arising in connection therewith. Nothing in this Final Order will constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion. Nothing in this Final Order shall preclude the Debtors from asserting that the provisions of the Liquidation Sale Laws are preempted by the Bankruptcy Code.

E. Miscellaneous

30. The Debtors are authorized and permitted to transfer to the Consultant personal information in the Debtors' custody and control solely for the purposes of assisting with and conducting the Sales and only to the extent necessary for such purposes, provided that the Consultant removes any such personal information from the Assets prior to the sale or abandonment of the same.

31. This Final Order and the terms and provisions of the Consulting Agreement shall be binding on all of the Debtors' creditors (whether known or unknown), the Debtors, the Consultant, and their respective affiliates, successors, and assigns, and any affected third parties including, but not limited to, all persons asserting an interest in the Assets, notwithstanding any subsequent appointment of any trustee, party, entity, or other fiduciary under any section of the Bankruptcy Code with respect to the foregoing parties, and as to such trustee, party, entity, or other fiduciary, such terms and provisions likewise shall be binding.

32. The provisions of this Final Order and the terms and provisions of the Consulting Agreement, and any actions taken pursuant hereto or thereto, shall survive the entry of any order that may be entered confirming or consummating any plan(s) of the Debtors pursuant to section

1129 of the Bankruptcy Code, or converting the Debtors' cases from chapter 11 to chapter 7, and the terms and provisions of the Consulting Agreement, as well as the rights and interests granted pursuant to this Final Order and the Consulting Agreement, shall continue in these or any superseding cases and shall be binding upon the Debtors, the Consultant, 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. Without the need for further order of this Court, (i) any trustee appointed in these Chapter 11 Cases shall be and hereby is authorized, but not required, to operate the business of the Debtors to the fullest extent necessary to permit compliance with the terms of this Final Order and the Consulting Agreement; and (ii) the Consultant and such trustee shall be and hereby are authorized, but not required, to perform under the Consulting Agreement upon the appointment of the trustee.

33. This Final Order shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, 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, 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 Assets.

34. The Consultant shall not be liable for any claims against the Debtors, and the Debtors shall not be liable for any claims against the Consultant, in each case, other than as expressly provided for in the Consulting Agreement.

35. Neither the Consultant nor any of its respective affiliates (whether individually, as part of a joint venture, or otherwise) shall be precluded from providing additional services to

the Debtors and/or bidding on the Debtors' assets in connection with any other future process that may or may not be undertaken by the Debtors, provided that any such services and/or transactions are approved by separate order of this Court.

36. The Consultant shall act solely as an independent consultant to the Debtors and shall not be liable for any claims against the Debtors other than as expressly provided in the Consulting Agreement (including the Consultant's indemnity obligations thereunder) with the exception of acts of gross negligence or willful misconduct and, for greater certainty, the Consultant shall not be deemed to be an employer, or a joint or successor employer, or a related or common employer or payor within the meaning of any legislation governing employment or labor standards or pension benefits or health and safety or other statute, regulation or rule of law or equity for any purpose whatsoever, and shall not incur any successor liability whatsoever.

37. The Debtors and the Consultant may modify the Consulting Agreement in accordance with the terms thereof without further order of the Court; provided that (a) the Debtors shall provide five (5) business days' advance notice of any contemplated material modification(s) of the Consulting Agreement (including any modification of the Consulting Agreement's economic terms) to the U.S. Trustee, counsel to the Prepetition Secured Creditors and DIP Credit Parties, counsel to the Prepetition Term Loan Secured Parties, counsel to the Committee, and counsel to any party that has requested such notice (collectively, the "Amendment Notice Parties"). If an Amendment Notice Party timely objects to a proposed material modification to the Consulting Agreement and the Debtors, the Consultant, and such objecting Amendment Notice Party cannot consensually resolve such objection, the Debtors and the Consultant shall not proceed with such modification absent a further order of the Court approving such modification.

38. The Debtors shall deliver to the DIP Agent (and any Agent Advisor (as defined in the DIP Credit Agreement)), the Prepetition Term Loan Agent and counsel to the Committee copies of all reports, statements, and reconciliations delivered to the Debtors by the Consultant pursuant to the Consulting Agreement within two (2) business days of the Debtors' receipt of such documents from the Consultant. In addition, the Debtors shall cooperate with, and promptly respond to, reasonable requests of the DIP Agent for reports and other information regarding the Sales, the Consultant Payment Obligations, the Gross Proceeds, and the Receivables in the form and level of detail reasonably requested by the DIP Agent to the extent such information is in the Debtors' possession or reasonably obtainable by the Debtors from the Consultant.

39. The requirements of Bankruptcy Rule 6007(a) are waived, to the extent applicable to the relief provided for herein.

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

41. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

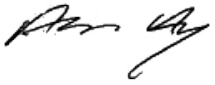
42. This Court shall retain jurisdiction with regard to all issues or disputes arising from or relating to the implementation, interpretation, or enforcement of this Final Order or the Consulting Agreement, including, but not limited to, any claim or issue relating to any efforts by any party or person to prohibit, restrict, or in any way limit the Sales in accordance with this Final Order, or any other disputes related to the Sales. No parties or person shall take any action against the Debtors, the Consultant, the Sales, or the landlords of or counterparties to agreements concerning use of the Facilities, as applicable, until this Court has resolved such dispute. This

Court shall 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.

Dated: September 14th, 2026
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

This is Exhibit “B” referred to in the affidavit of Joshua Gordon, sworn September 15, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



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A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11284 (CTG) (Jointly Administered) **Re. Docket Nos. 11 & 57**

CERTIFICATION OF COUNSEL REGARDING REVISED PROPOSED FINAL ORDER (A) AUTHORIZING THE DEBTORS TO ASSUME THE CONSULTING AGREEMENT; (B) AUTHORIZING AND APPROVING THE SALES OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES; AND (C) GRANTING RELATED RELIEF

The undersigned proposed counsel for the debtors and debtors in possession in the above-captioned cases (the "Debtors"), hereby certifies as follows:

1. On August 18, 2026, the Debtors filed the *Debtors' Motion for Interim and Final Orders (A) Authorizing the Debtors to Assume the Consulting Agreement; (B) Authorizing and Approving the Sales of Assets Free and Clear of all Liens, Claims, and Encumbrances; and (C) Granting Related Relief* [Docket No. 11] (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court"). A proposed form of order approving the Motion on a final basis was attached to the Motion as Exhibit B (the "Proposed Final Order").

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

2. On August 20, 2026, the Court entered an order approving the Motion on an interim basis [Docket No. 57] (the "Interim Order"). Pursuant to the Interim Order, any objections or responses to entry of the Proposed Final Order were to be filed and served by September 9, 2026 at 4:00 p.m. (ET) (as may have been extended by the Debtors for any party, the "Objection Deadline").

3. Prior to the Objection Deadline, the Debtors received informal comments to the Proposed Final Order from the Official Committee of Unsecured Creditors (the "Committee"), the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Agent and Prepetition Term Loan Lenders, and the Office of the United States Trustee. No other formal or informal responses or objections to the Proposed Final Order were received.

4. Following discussions with the Committee, the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Office of the United States Trustee,[2] the Debtors have agreed to a revised form of order (the "Revised Proposed Final Order"), a copy of which is attached hereto as **Exhibit A**, which resolves the comments of the Committee, the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Office of the United States Trustee. For the convenience of the Court and other interested parties, a blackline comparing the Revised Proposed Final Order against the Proposed Final Order is attached hereto as **Exhibit B**.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65].

5. The Committee, the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Office of the United States Trustee have no objection to the entry of the Revised Proposed Final Order.

6. As no other objection or responses to the Motion or the Proposed Final Order have been received, the Debtors respectfully request that the Revised Proposed Final Order be entered at the earliest convenience of the Court.

Dated: September 14, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

Justin R. Alberto (No. 5126)
Stacy L. Newman (No. 5044)
Carol E. Thompson (No. 6936)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
Email: jalberto@coleschotz.com
snewman@coleschotz.com
cthompson@coleschotz.com

Seth Van Aalten (admitted *pro hac vice*)
Sarah A. Carnes (admitted *pro hac vice*)
Michael A. Solimani (admitted *pro hac vice*)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
Email: svanaalten@coleschotz.com
scarnes@coleschotz.com
msolimani@coleschotz.com

Proposed Counsel for Debtors
and Debtors in Possession

Exhibit A

Revised Proposed Final Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.1	Chapter 11 Case No. 26-11284 (CTG) (Jointly Administered) **Related Docket Nos. 11, 57**

FINAL ORDER (A) AUTHORIZING THE DEBTORS TO ASSUME THE CONSULTING AGREEMENT; (B) AUTHORIZING AND APPROVING THE SALES OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES; AND (C) GRANTING RELATED RELIEF

Upon the *Debtors' Motion for Interim and Final Orders (A) Authorizing the Debtors to Assume the Consulting Agreement; (B) Authorizing and Approving the Sales of Assets Free and Clear of All Liens, Claims, and Encumbrances; and (C) Granting Related Relief* (the "Motion")[2] filed by the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") and pursuant to sections 105(a), 363, 365, and 554 of the Bankruptcy Code and Bankruptcy Rules 6003, 6004, and 6007; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334(b), and the *Amended Standing Order of Reference* from the United

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, or the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65], as applicable.

States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that due and sufficient notice of the Motion has been given under the particular circumstances and that no other or further notice of the Motion need be given; and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and upon consideration of the First Day Declaration; and a hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interest of the Debtors, their estates, their creditors and all other parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby

FOUND, CONCLUDED, AND DETERMINED THAT:[3]

A. The Debtors have advanced sound business reasons for commencement of the Sales and the assumption of the Consulting Agreement as set forth in the Motion and at the hearing, and assumption of the Consulting Agreement is a reasonable exercise of the Debtors' business judgment and is in the best interest of the Debtors and their estates.

B. The Consulting Agreement was negotiated, proposed, and entered into without collusion, in good faith, and from arm's length bargaining positions.

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

C. The Sales of Assets in accordance with this Final Order, and with the assistance of the Consultant, will provide an efficient means for the Debtors to orderly and efficiently liquidate and dispose of the Assets in an orderly and efficient manner and are in the best interest of the Debtors' estates.

D. The Debtors and the Consultant may sell the Assets free and clear of all liens, claims, encumbrances, or other interests (the "Encumbrances") as provided for herein because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. The DIP Agent and applicable Prepetition Agent (i) hold the DIP Liens and Prepetition Liens (as defined in the DIP Order) for the benefit of the DIP Lenders and the applicable Prepetition Secured Creditors, respectively, on the property to be sold and such liens shall attach to the proceeds of all Sales of Assets, net of the Consultant Payment Obligations, in the priorities set forth in the DIP Order, including the Lien Priority Annex set forth therein (and any applicable Order granted in the recognition proceeding pending before the Ontario Superior Court of Justice (Commercial List) (the "Recognition Proceedings")); and (ii) have consented to the relief requested in the Motion in accordance with the terms set forth herein. The Debtors are authorized on a final basis to apply or reserve the proceeds of the Assets, net of the Consultant Payment Obligations, in accordance with the DIP Order, and to pay the Consultant Payment Obligations in a timely manner in accordance with the Consulting Agreement and this Final Order. Those holders of any such Encumbrances who did not object, or who withdrew their objections, to the entry of this Final Order are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of any such Encumbrances who did object fall within one or more of the other subsections of section 363(f) and are adequately protected by having such Encumbrances attach to the proceeds of the sale of the applicable Assets, net of the Consultant

Payment Obligations, with the same validity and priority and to the same extent and in the same amount that any such Encumbrances had with respect to such Assets, immediately prior to such sale, and subject to the same rights, claims, defenses, and objections, if any, of all parties with respect thereto (including the Consultant) and subject to the terms of the DIP Order.

E. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for the relief approved herein.

F. The entry of this Final Order is in the best interest of the Debtors and their estates, creditors, and all other parties in interest herein.

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.

2. The Debtors and the Consultant are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Final Order. The failure to specifically include any particular provision of the Consulting Agreement in this Final Order shall not diminish or impair the effectiveness of such provisions, it being the intent of this Court that the Consulting Agreement and all of its provisions, payments, and transactions, be and hereby are authorized and approved as and to the extent provided for in this Final Order. To the extent that there is any conflict between this Final Order, the Consulting Agreement, or any other agreement governing the Sales, the terms of this Final Order shall control over all other documents, and shall control over the Consulting Agreement.

A. Assumption of the Consulting Agreement by the Debtors

3. The Consulting Agreement, a copy of which is attached to the Motion as **Exhibit C**, is hereby assumed pursuant to sections 363 and 365 of the Bankruptcy Code on a final basis. The Debtors are authorized to act and perform in accordance with the terms of the Consulting

Agreement, including making payments required by the Consulting Agreement to the Consultant (including, without limitation, the Advisory Fee, Inventory Fee, Fixed Asset Commission, Receivables Fee), reimbursement of the Consultant Expenses, and, subject to the provisions contained herein, payment of indemnification amounts, in each case, as provided for in the Consulting Agreement without the need for any application of the Consultant or a further order of this Court (and all such payments of fees and reimbursement of expenses (collectively, the "Consultant Payment Obligations") shall be free and clear of any and all Encumbrances).

4. Consultant may, without further order of the Court, withhold the Consultant Payment Obligations from the Gross Proceeds generated from the Sales in accordance with the terms of the Consulting Agreement and any expense budget approved in connection therewith, without the need for any application of the Consultant, or a further order of the Court, and without adherence to any weekly, monthly, or aggregate limitation in any interim or final order approving the postpetition financing (the "DIP Orders"), other order, or any budget approved in connection with a DIP Order (each a "DIP Budget"), cash collateral or other budget entered in connection with the Debtors' chapter 11 case (collectively, an "Approved Budget"), provided however that the payment of the Consultant Payment Obligations shall be (a) deemed to be in compliance with any Approved Budget and the applicable provisions of the DIP Order; and (b) included in each Approved Budget. To the extent there is any conflict or inconsistency between this Final Order and the DIP Orders, the Consultant's rights under this Final Order regarding the payment of Consultant Payment Obligations shall be governed by this Order.

5. If Consultant Payment Obligations are not timely paid as contemplated by the Consulting Agreement and this Final Order (for any reason) (the "Unpaid Consultant Payment Obligations"), after five (5) business days' notice and opportunity to cure, which notice shall be

provided simultaneously to the DIP Agent, the Prepetition Term Loan Agent, and counsel to the Official Committee of Unsecured Creditors (the "Committee"), the Consultant can, at its election, suspend the provision of services until the Debtors have paid all outstanding Unpaid Consultant Payment Obligations and replenished any portion of the Prepayment that has been exhausted by the Consultant, provided that (x) if, within such five (5) business day period, the Debtors pay all undisputed Unpaid Consultant Payment Obligations and provide the Consultant with written notice, together with copies to the DIP Agent, the Prepetition Term Loan Agent, and counsel to the Committee, that the Debtors dispute in good faith the existence or amount of any remaining Unpaid Consultant Payment Obligations, the Consultant shall not suspend the provision of services on account of such disputed amount and shall be limited to the remedy of filing a motion to compel payment set forth below with respect to such disputed amount, and (y) before actually suspending the provision of services on account of any undisputed Unpaid Consultant Payment Obligations, the Consultant shall provide not less than two (2) business days' further written notice of its intent to do so to the Debtors, the DIP Agent, the Prepetition Term Loan Agent, and counsel to the Committee, during which period any such party may seek emergency relief from the Court. The Consultant shall have no liability for any claims arising from such suspension of services and the Consultant shall be indemnified for any damages caused by the suspension of services, provided that such release and indemnification shall not apply to the extent the Court determines that the underlying Unpaid Consultant Payment Obligations were not, in fact, due and owing; provided further, that the Consultant may not recover the amount of any such claim (other than Unpaid Consultant Payment Obligations) from any advances or any other amounts on deposit in the advance funding account, whether by setoff, lien, attachment or otherwise without the prior written consent of the DIP Agent. In addition, the Consultant will have the right to file a motion to compel

payment of any Unpaid Consultant Payment Obligations on expedited one-day notice with an expedited hearing, subject to Court availability (provided however, that with respect to the assets of De Cloet Mfg. Ltd. such motion shall be subject to the terms of the orders granted in the Recognition Proceedings).

6. The Debtors, with the assistance of the Consultant, shall maintain accurate records of all Term Loan Priority Collateral[4] proceeds realized during the Sale Term, including records sufficient to identify (i) the specific items of Term Loan Priority Collateral sold or otherwise subject to disposition, (ii) the identity of the purchaser and the date of each such sale or disposition, and (iii) the gross proceeds attributable to each such sale or disposition. The Debtors, with the assistance of the Consultant, shall maintain such records in a form that permits the segregation and identification of Term Loan Priority Collateral proceeds from proceeds attributable to other Assets.

7. Commencing on the fourteenth (14th) day following the date of entry of the Final Order and continuing every two (2) weeks thereafter through the Sale Termination Date (and, if the Receivables Services extend beyond the Sale Termination Date, every two (2) weeks through the conclusion of such services with respect to any Receivables constituting Term Loan Priority Collateral), the Debtors shall deliver to counsel to the DIP Agent and Prepetition Agent, counsel to the Prepetition Term Loan Secured Parties, and counsel to the Committee, a written report setting forth: (i) a summary of all Term Loan Priority Collateral sold or otherwise disposed of during the applicable reporting period; (ii) the aggregate gross proceeds realized from such sales or dispositions during the applicable reporting period; (iii) the aggregate Consultant Payment Obligations paid or withheld from Gross Proceeds during the applicable reporting period; and

[4] "Term Loan Priority Collateral" shall have the meaning ascribed to it in the Intercreditor Agreement (as defined in the DIP Order).

(iv) the cumulative gross proceeds realized from the sale or disposition of Term Loan Priority Collateral from the Start Date through the end of the applicable reporting period.

8. All parties' rights are reserved to challenge, contest, or otherwise object to (i) the characterization or classification of any collateral or proceeds thereof as Term Loan Priority Collateral, ABL Priority Collateral (as defined in the Intercreditor Agreement), or otherwise, and (ii) the allocation of any Consultant Payment Obligations to any such collateral.

Authority to Engage in the Sales

9. The Debtors are authorized, pursuant to section 105(a) and section 363(b)(1) of the Bankruptcy Code, to continue to conduct the Sales in accordance with this Final Order (as may be modified by a Side Letter) and the Consulting Agreement. Subject to the restrictions set forth in this Final Order, the Debtors and the Consultant are authorized to take any and all actions as may be necessary or desirable to implement the Consulting Agreement, the Sales, and each of the transactions contemplated by the Consulting Agreement, and any actions taken by the Debtors and the Consultant necessary or desirable to implement the Consulting Agreement or the Sales prior to the date of this Final Order are approved and ratified to the extent not inconsistent with this Final Order.

10. Notwithstanding anything to the contrary in the Consulting Agreement, the Debtors and their estates shall not indemnify the Consultant for any damages arising primarily out of the Consultant's fraud, willful misconduct, or gross negligence.

11. All entities that are presently in possession of some or all of the Assets in which the Debtors hold an interest that are or may be subject to the Consulting Agreement or this Final Order hereby are directed to surrender possession of such Assets to the Debtors.

12. Except as provided herein, neither the Debtors nor the Consultant nor any of their officers, employees, or agents shall be required to obtain the approval of any third party, including

(without limitation) any governmental unit (as defined in section 101(27) of the Bankruptcy Code) (a "Governmental Unit"), to conduct the Sales or to take any related actions authorized herein. Subject to the terms of this Final Order, each Governmental Unit with regulatory authority over the Sales shall consider this Final Order as binding authority that no further approval, license, or permit of any governmental unit shall be required, nor shall the Debtors be required to post any bond, to conduct the Sales.

Conducting the Sales

13. All newspapers and other advertising media in which the Sales may be advertised and all parties are directed to accept this Final Order as binding authority so as to authorize the Debtors and the Consultant to conduct the Sales pursuant to the Consulting Agreement, including, without limitation, to conduct and advertise the sale of the Assets in the manner contemplated by and in accordance with this Final Order and the Consulting Agreement.

14. The Debtors and the Consultant are hereby authorized, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to take such actions as may be necessary and appropriate to implement the Consulting Agreement and, notwithstanding any applicable non-bankruptcy laws, to conduct the Sales without the need for a further order of this Court as provided in this Final Order and the Consulting Agreement.

15. Except as expressly provided in the Consulting Agreement or this Final Order, the sale of the Assets shall be conducted by the Debtors and the Consultant notwithstanding any restrictive provision of any lease, license, restrictive covenant, reciprocal easement agreement, occupancy agreement or other agreement related to the Debtors' Assets, including but not limited to any wholesale, supply, exclusive, non-exclusive, or other distribution or vendor agreements, affecting or purporting to restrict the conduct of the Sales, including with respect to advertising and promotion of the Sales and any auctions conducted in connection with the sale of Assets, the

necessity of obtaining any third party consents, or the abandonment of assets, and such provisions shall not be enforceable in conjunction with the Sales of Assets. Breach of any such provisions in these Chapter 11 Cases in conjunction with the Sales shall not constitute a default under a lease or other agreement or provide a basis to terminate such lease or other agreement; *provided* that the Sales are conducted in accordance with the terms of this Final Order.

16. The Consultant and the Debtors are authorized to enter into agreements ("Side Letters") with applicable landlords, licensors, service providers, utilities, other creditors, and other contract counterparties (each such party, a "Side Letter Counterparty") modifying the Consulting Agreement without further order of this Court, and such Side Letters shall be binding as among the Consultant and any such Side Letter Counterparty; provided, however, that the terms of the Consulting Agreement may not be modified in a material way without the consent of the DIP Agent, in consultation with counsel to the Committee, (or, if the modification materially affects the Prepetition Term Loan Secured Parties or the Term Loan Priority Collateral, the consent of the Prepetition Term Loan Agent), which consent shall not be unreasonably withheld, conditioned, or delayed. In the event of any conflict between this Final Order and any Side Letter, the terms of such Side Letter shall control. To the extent the Debtors, the Consultant, the DIP Agent, and the Prepetition Term Loan Agent are unable to resolve any dispute regarding a modification to the Consulting Agreement, any party may request a hearing with this Court. Notwithstanding the foregoing, in no event shall any Side Letter or other agreement, alter, amend, or otherwise modify the Consultant Payment Obligations or other amounts payable from any collateral or proceeds thereof without further Court order.

17. Notwithstanding anything herein to the contrary, if any dispute arises during the course of the Sales regarding laws regulating the conduct of such sales, and the Debtors and the

Consultant are unable to resolve the matter with the disputing party consensually, any party may request a hearing with this Court pursuant to these provisions. Until such a hearing, no party shall interfere with the Sales' conduct in accordance with this Final Order.

18. Except as provided in this Final Order, no person or entity, including, but not limited to, any landlord, licensor, property owner, property manager, service provider, utility provider, seller or supplier of Assets to the Debtors, vendor or creditor or equity holder of the Debtors or other stakeholder, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder the Sales, the sale of the Assets, or the advertising and promotion of the Sales (where applicable), and all such parties and persons of every nature and description, including, but not limited to, any landlord, licensor, service provider, utility, seller or supplier of Assets to the Debtors, vendor, and creditor, as well as all those acting for or on behalf of such parties, are prohibited from (a) interfering in any way with, obstructing, or otherwise impeding the conduct of the Sales, including, but not limited to, by purporting to terminate any supply or distribution agreement with the Debtors by virtue of the Debtors' bankruptcy or pre-petition non-payment under such agreements; or (b) instituting any action or proceeding in any court (other than this Court) or administrative body seeking an order or judgment against, among others, the Debtors, the Consultant, or any landlords at the Facilities that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Sales or seek to recover damages for breach(es) of covenants or provisions in any license or contract based upon any relief authorized herein.

19. In accordance with and subject to the terms and conditions of the Consulting Agreement, the Consultant shall have the right to use the Debtors' sales channels, the Facilities

and other assets of the Debtors for the purpose of conducting the Sales free of any interference from any entity or person, subject to compliance with this Final Order.

20. All sales of all Assets shall be "as is" and final, and all advertisements and sale receipts, where applicable, shall reflect that such sales are "as is" and final.

21. The Consultant shall not be liable for sales taxes and the Debtors remain responsible for the payment of any and all sales taxes. The Debtors are directed to remit all taxes accruing from the Sales to the applicable Governmental Units as and when due, provided that in the case of a bona fide dispute, the Debtors may pay such taxes upon the resolution of the dispute, if and to the extent that the dispute is decided in favor of the applicable Governmental Unit. For the avoidance of doubt, sales taxes collected and held in trust by the Debtors, if any, shall not be used to pay any creditor or any other party, other than the applicable Governmental Unit for which the sales taxes are collected.

22. Pursuant to section 363(f) of the Bankruptcy Code, the Consultant, on behalf of the Debtors, is authorized to sell all Assets pursuant to the Consulting Agreement and in accordance with the terms of this Final Order and the DIP Orders. All sales of Assets, whether by the Consultant or the Debtors, shall be free and clear of any and all Encumbrances; *provided, however*, that any Encumbrances shall, subject to the terms of the DIP Orders, attach to the proceeds of the sale of applicable Assets, net of the Consultant Payment Obligations, with the same validity and priority and to the same extent and in the same amount that any such Encumbrances had with respect to such Assets immediately prior to such sale and subject to the same rights, claims, defenses, and objections, if any, of all parties with respect thereto.

23. The Debtors and the Consultant, in consultation with the DIP Agent, are empowered to transfer Assets among, and into the Facilities. The Debtors and the Consultant are

authorized to sell the Debtors' Assets, as provided for and in accordance with the terms of the Consulting Agreement and this Final Order; *provided that*, notwithstanding anything to the contrary herein, the Debtors shall not abandon, or permit to be deemed abandoned, any Assets constituting DIP Collateral, Term Loan Priority Collateral or Prepetition Collateral (each as defined in the DIP Orders) without the prior written consent of the DIP Agent or Prepetition Term Loan Agent, as applicable (which consent may be provided by email from counsel to the DIP Agent or Prepetition Term Loan Agent), and any purported abandonment without such consent shall be void and of no force or effect. Any abandoned Inventory and/or Fixed Assets left in the Facilities after the later of the date the lease is rejected or the date the Debtors vacate the premises shall be deemed abandoned, and the landlord of or counterparty to the applicable agreement concerning the use of or access to such Facilities is authorized to dispose of the abandoned Inventory and/or Fixed Assets free and clear of Encumbrances without further notice and without any liability to the Debtors and/or any individual or entity that may claim an interest in such property. The automatic stay is modified to the extent necessary to allow such dispositions. Notwithstanding any other provision of this Final Order, (a) the Debtors may not abandon any personal property that the Debtors know is not property of the Debtors and (b) the Debtors are not authorized to abandon any hazardous materials as defined under applicable law from any leased premises. Consultant shall not be responsible for the removal or disposition of any hazardous materials or substances. To the extent the Debtors seek to abandon personal property that contains any "personally identifiable information," as that term is defined in section 101(41A) of the Bankruptcy Code, or other personal and/or confidential information about the Debtors' employees, or any other individual (the "Confidential Information"), the Debtors shall remove or wipe the Confidential Information from such personal property before abandonment.

24. The Debtors shall remove or cause to be removed any Confidential Information in any of the Debtors' hardware, software, computers or similar equipment which are to be sold or abandoned so as to render the Confidential Information unreadable or undecipherable. At the conclusion of the Sales, the Consultant shall provide the Debtors with written verification that the Consultant has not removed, copied, or transferred any customer Confidential Information and that the Consultant has used commercially reasonable efforts to shred, erase, or otherwise modify or render any records containing Confidential Information unreadable or undecipherable.

25. The Consultant is authorized to perform the Receivables Services and the Debtors are authorized, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to collect, compromise, adjust, and settle any and all accounts receivable of the Debtors (the "Receivables"), in each case in accordance with the terms of the Consulting Agreement and this Final Order, without the need for any further notice, hearing, motion pursuant to Bankruptcy Rule 9019, or order of this Court. In furtherance of the foregoing, the Debtors and the Consultant are authorized to negotiate the terms of, and enter into, settlements, compromises, or other resolutions with any customer or other obligor with an open account balance in order to resolve and settle payment of any Receivable; provided that the Debtors and the Consultant shall consult with the DIP Agent and counsel to the Committee in advance of the collection, compromise, adjustment, settlement, or release of any Receivable in excess of $250,000 (and with the Prepetition Term Loan Agent with respect to any Receivable that constitutes Term Loan Priority Collateral), and shall not compromise, settle, adjust, or release any Receivable other than in accordance with the DIP Orders and the Approved Budget. In connection with the settlement of any Receivable, the Debtors are authorized to release claims and causes of action related to such Receivable and its obligor. Encumbrances on any Receivable, to the extent valid, perfected, and enforceable, shall attach to

the proceeds thereof, net of the Consultant Payment Obligations, with the same validity, priority, extent, and amount, and subject to the same claims and defenses, as existed immediately prior to such collection or settlement, subject to the DIP Order. Nothing in this paragraph shall require the Debtors or the Consultant to obtain the approval of any third party (except the DIP Agent or the Prepetition Term Loan Agent as expressly set forth in this paragraph 25), in connection with the collection, compromise, or settlement of any Receivable.

D. Dispute Resolution Procedures

26. Nothing in this Final Order or the Consulting Agreement 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) to which any entity would be subject as the owner, lessor, lessee, or operator of the property after the date of entry of this Final Order. Nothing contained in this Final Order or the Consulting Agreement shall in any way (a) diminish the obligation of any entity to comply with environmental laws or (b) diminish the obligations of the Debtors to comply with environmental laws consistent with its rights and obligations as debtor in possession under the Bankruptcy Code. The Sales shall not be exempt from 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 local laws, regulations, ordinances, or police powers of general applicability regarding matters such as regulating deceptive practices and false advertising (collectively, "General Laws"). Nothing in this Final Order or the Consulting Agreement shall alter or affect obligations to comply with all applicable federal safety laws and regulations. Nothing in this Final Order shall be deemed to bar any Governmental Unit (as such term is defined in section 101(47) of the Bankruptcy Code) from enforcing General Laws in the applicable non-bankruptcy forum, subject to the Debtors' rights to assert in that forum or before this Court (or the

Canadian Court) that any such laws are not in fact General Laws or that such enforcement is impermissible under the Bankruptcy Code, this Final Order, or otherwise. Notwithstanding any other provision in this Final Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Final Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code. Nothing in this Final Order shall be deemed to have made any rulings on any such issues.

27. To the extent that the sale of Assets is subject to any Liquidation Sale Laws, including any federal, state, or local statute, ordinance, or rule, or licensing requirement directed at regulating inventory liquidation sales, or bulk sale laws, including laws restricting safe, professional, and non-deceptive customary advertising such as signs, banners, posting of signage, solely in connection with the Sales and including ordinances establishing license or permit requirements, waiting periods, time limits, or bulk sale restrictions that would otherwise apply solely to the sale of the Assets, or any similar laws, the dispute resolution procedures in this section shall apply.

28. Notwithstanding anything to the contrary in this Final Order, the Consulting Agreement, or the Motion, nothing herein shall be construed to impose, or shall result in the imposition of, any liability under any environmental law or regulation of any state or other Governmental Unit upon any of the Debtors' creditors or vendors, solely by virtue of the Sales, the receipt of proceeds thereof, or any action taken by the Consultant or the Debtors pursuant to this Final Order or the Consulting Agreement.

29. To the extent that any party has objections to the conduct of the Sales or to the sale of the Assets, the following procedures (the "Resolution Procedures") shall apply during the Sale Term:

a. Provided that the Sales are conducted in accordance with the terms of this Final Order and the Consulting Agreement, the Debtors and the Consultant are authorized to conduct the Sales, and the Debtors shall be presumed to be in compliance with any Liquidation Sale Laws, without the necessity of further showing compliance with any Liquidation Sale Laws.

b. Within two (2) business days after entry of this Final Order, the Debtors will serve by email, facsimile, or first-class mail, copies of the Final Order on the following: (i) landlords of or counterparties to any agreements governing the use of or access to the Facilities; (ii) the Attorney General's office for each state in which the Facilities are located; (iii) the county consumer protection agency or similar agency for each county in which the Facilities are located; (iv) the division of consumer protection for each state in which the Facilities are located; (v) supplier contract counterparties; (vi) and any other party with an interest in the Assets, or sales thereof (collectively, the "Dispute Notice Parties").

c. To the extent that there is a dispute arising from or relating to the conduct of the Sales, the sale of the Assets, this Final Order, or the Consulting Agreement (a "Reserved Dispute"), the Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any party in interest (including, but not limited to, any of the Dispute Notice Parties) may assert that a Reserved Dispute exists by sending a notice (the "Dispute Notice") explaining the nature of the dispute to: (a) Proposed Counsel to the Debtors, Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, DE 19801, Attn: Justin Alberto (jalberto@coleschotz.com), Stacy Newman (snewman@coleschotz.com), and Sarah Carnes (scarnes@coleschotz.com); (b) Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Jane Leamy (jane.m.leamy@usdoj.gov); (c) Counsel to the Consultant Katten Muchin Rosenman LLP, 50 Rockefeller Plaza, New York, NY 10020, Attn: Cindi M. Giglio (cgiglio@katten.com) and Grace A. Thompson (grace.thompson@katten.com) (d) counsel to the DIP Agent and Prepetition ABL Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com); (e) co-counsel to the Prepetition Term Loan Secured Parties, Proskauer Rose LLP, Eleven Times Square, New York, NY 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com), and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Matthew B. McGuire (mcguire@lrclaw.com); and (f) counsel to the Committee.

d. If the Debtors, the Consultant, and the party asserting the Reserved Dispute are unable to resolve the Reserved Dispute within fourteen (14) days after service

of the Dispute Notice, the party asserting the Reserved Dispute may file a motion with the Court requesting that the Court resolve the Reserved Dispute (a "Dispute Resolution Motion").

e. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of this Final Order or to limit or interfere with the Debtors' or the Consultant's ability to conduct or to continue to conduct the Sales pursuant to this Final Order, absent further order of the Court. Upon the entry of this Final Order, the Court grants authority for the Debtors and the Consultant to conduct the Sales pursuant to the terms of this Final Order and the Consulting Agreement, and to take all actions reasonably related thereto or arising in connection therewith. Nothing in this Final Order will constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion. Nothing in this Final Order shall preclude the Debtors from asserting that the provisions of the Liquidation Sale Laws are preempted by the Bankruptcy Code.

E. Miscellaneous

30. The Debtors are authorized and permitted to transfer to the Consultant personal information in the Debtors' custody and control solely for the purposes of assisting with and conducting the Sales and only to the extent necessary for such purposes, provided that the Consultant removes any such personal information from the Assets prior to the sale or abandonment of the same.

31. This Final Order and the terms and provisions of the Consulting Agreement shall be binding on all of the Debtors' creditors (whether known or unknown), the Debtors, the Consultant, and their respective affiliates, successors, and assigns, and any affected third parties including, but not limited to, all persons asserting an interest in the Assets, notwithstanding any subsequent appointment of any trustee, party, entity, or other fiduciary under any section of the Bankruptcy Code with respect to the foregoing parties, and as to such trustee, party, entity, or other fiduciary, such terms and provisions likewise shall be binding.

32. The provisions of this Final Order and the terms and provisions of the Consulting Agreement, and any actions taken pursuant hereto or thereto, shall survive the entry of any order that may be entered confirming or consummating any plan(s) of the Debtors pursuant to section

1129 of the Bankruptcy Code, or converting the Debtors' cases from chapter 11 to chapter 7, and the terms and provisions of the Consulting Agreement, as well as the rights and interests granted pursuant to this Final Order and the Consulting Agreement, shall continue in these or any superseding cases and shall be binding upon the Debtors, the Consultant, 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. Without the need for further order of this Court, (i) any trustee appointed in these Chapter 11 Cases shall be and hereby is authorized, but not required, to operate the business of the Debtors to the fullest extent necessary to permit compliance with the terms of this Final Order and the Consulting Agreement; and (ii) the Consultant and such trustee shall be and hereby are authorized, but not required, to perform under the Consulting Agreement upon the appointment of the trustee.

33. This Final Order shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, 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, 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 Assets.

34. The Consultant shall not be liable for any claims against the Debtors, and the Debtors shall not be liable for any claims against the Consultant, in each case, other than as expressly provided for in the Consulting Agreement.

35. Neither the Consultant nor any of its respective affiliates (whether individually, as part of a joint venture, or otherwise) shall be precluded from providing additional services to

the Debtors and/or bidding on the Debtors' assets in connection with any other future process that may or may not be undertaken by the Debtors, provided that any such services and/or transactions are approved by separate order of this Court.

36. The Consultant shall act solely as an independent consultant to the Debtors and shall not be liable for any claims against the Debtors other than as expressly provided in the Consulting Agreement (including the Consultant's indemnity obligations thereunder) with the exception of acts of gross negligence or willful misconduct and, for greater certainty, the Consultant shall not be deemed to be an employer, or a joint or successor employer, or a related or common employer or payor within the meaning of any legislation governing employment or labor standards or pension benefits or health and safety or other statute, regulation or rule of law or equity for any purpose whatsoever, and shall not incur any successor liability whatsoever.

37. The Debtors and the Consultant may modify the Consulting Agreement in accordance with the terms thereof without further order of the Court; provided that (a) the Debtors shall provide five (5) business days' advance notice of any contemplated material modification(s) of the Consulting Agreement (including any modification of the Consulting Agreement's economic terms) to the U.S. Trustee, counsel to the Prepetition Secured Creditors and DIP Credit Parties, counsel to the Prepetition Term Loan Secured Parties, counsel to the Committee, and counsel to any party that has requested such notice (collectively, the "Amendment Notice Parties"). If an Amendment Notice Party timely objects to a proposed material modification to the Consulting Agreement and the Debtors, the Consultant, and such objecting Amendment Notice Party cannot consensually resolve such objection, the Debtors and the Consultant shall not proceed with such modification absent a further order of the Court approving such modification.

38. The Debtors shall deliver to the DIP Agent (and any Agent Advisor (as defined in the DIP Credit Agreement)), the Prepetition Term Loan Agent and counsel to the Committee copies of all reports, statements, and reconciliations delivered to the Debtors by the Consultant pursuant to the Consulting Agreement within two (2) business days of the Debtors' receipt of such documents from the Consultant. In addition, the Debtors shall cooperate with, and promptly respond to, reasonable requests of the DIP Agent for reports and other information regarding the Sales, the Consultant Payment Obligations, the Gross Proceeds, and the Receivables in the form and level of detail reasonably requested by the DIP Agent to the extent such information is in the Debtors' possession or reasonably obtainable by the Debtors from the Consultant.

39. The requirements of Bankruptcy Rule 6007(a) are waived, to the extent applicable to the relief provided for herein.

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

41. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

42. This Court shall retain jurisdiction with regard to all issues or disputes arising from or relating to the implementation, interpretation, or enforcement of this Final Order or the Consulting Agreement, including, but not limited to, any claim or issue relating to any efforts by any party or person to prohibit, restrict, or in any way limit the Sales in accordance with this Final Order, or any other disputes related to the Sales. No parties or person shall take any action against the Debtors, the Consultant, the Sales, or the landlords of or counterparties to agreements concerning use of the Facilities, as applicable, until this Court has resolved such dispute. This

Court shall 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.

Exhibit B

Blackline

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.1	Chapter 11 Case No. 26-11284 (CTG) (Jointly Administered) **Related Docket Nos. 11, 57**

FINAL ORDER (A) AUTHORIZING THE DEBTORS TO ASSUME THE CONSULTING AGREEMENT; (B) AUTHORIZING AND APPROVING THE SALES OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES; AND (C) GRANTING RELATED RELIEF

Upon the *Debtors' Motion for Interim and Final Orders (A) Authorizing the Debtors to Assume the Consulting Agreement; (B) Authorizing and Approving the Sales of Assets Free and Clear of All Liens, Claims, and Encumbrances; and (C) Granting Related Relief* (the "Motion")[2] filed by the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") and pursuant to sections 105(a), 363, 365, and 554 of the Bankruptcy Code and Bankruptcy Rules 6003, 6004, and 6007; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334(b), and the *Amended Standing Order of Reference* from the United

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] ~~All c~~Capitalized terms used ~~and~~but not otherwise defined herein shall have the meanings ascribed to ~~them~~such terms in the Motion, or the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65], as applicable.

States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that due and sufficient notice of the Motion has been given under the particular circumstances and that no other or further notice of the Motion need be given; and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and upon consideration of the First Day Declaration; and a hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interest of the Debtors, their estates, their creditors and all other parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby

FOUND, CONCLUDED, AND DETERMINED THAT:[3]

A. The Debtors have advanced sound business reasons for commencement of the Sales and the assumption of the Consulting Agreement as set forth in the Motion and at the hearing, and assumption of the Consulting Agreement is a reasonable exercise of the Debtors' business judgment and is in the best interest of the Debtors and their estates.

B. The Consulting Agreement was negotiated, proposed, and entered into without collusion, in good faith, and from arm's length bargaining positions.

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

C. The Sales of Assets in accordance with this Final Order, and with the assistance of the Consultant, will provide an efficient means for the Debtors to orderly and efficiently liquidate and dispose of the Assets in an orderly and efficient manner and are in the best interest of the Debtors' estates.

D. The Debtors and the Consultant may sell the Assets free and clear of all liens, claims, encumbrances, or other interests (the "Encumbrances") as provided for herein because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. The DIP Agent and applicable Prepetition Agent (i) hold the DIP Liens and Prepetition Liens (as defined in the DIP Order) for the benefit of the DIP Lenders and the applicable Prepetition Secured Creditors, respectively, on the property to be sold and such liens shall attach to the proceeds of all Sales of Assets, net of the Consultant Payment Obligations, in the priorities set forth in the DIP Order, including the Lien Priority Annex set forth therein (and any applicable Order granted in the recognition proceeding pending before the Ontario Superior Court of Justice (Commercial List) (the "Recognition Proceedings")); and (ii) have consented to the relief requested in the Motion in accordance with the terms set forth herein. The Debtors are authorized on a final basis to apply or reserve the proceeds of the Assets, net of the Consultant Payment Obligations, in accordance with the DIP Order, and to pay the Consultant Payment Obligations in a timely manner in accordance with the Consulting Agreement and this Final Order. Those holders of any such Encumbrances who did not object, or who withdrew their objections, to the entry of this Final Order are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of any such Encumbrances who did object fall within one or more of the other subsections of section 363(f) and are adequately protected by having such Encumbrances attach to the proceeds of the sale of the applicable Assets, net of the Consultant

Payment Obligations, with the same validity and priority and to the same extent and in the same amount that any such Encumbrances had with respect to such Assets, immediately prior to such sale, and subject to the same rights, claims, defenses, and objections, if any, of all parties with respect thereto (including the Consultant) and subject to the terms of the DIP Order.

E. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for the relief approved herein.

F. The entry of this Final Order is in the best interest of the Debtors and their estates, creditors, and all other parties in interest herein.

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.

2. The Debtors and the Consultant are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Final Order. The failure to specifically include any particular provision of the Consulting Agreement in this Final Order shall not diminish or impair the effectiveness of such provisions, it being the intent of this Court that the Consulting Agreement and all of its provisions, payments, and transactions, be and hereby are authorized and approved as and to the extent provided for in this Final Order. To the extent that there is any conflict between this Final Order, the Consulting Agreement, or any other agreement governing the Sales, the terms of this Final Order shall control over all other documents, and shall control over the Consulting Agreement.

A. Assumption of the Consulting Agreement by the Debtors

3. The Consulting Agreement, a copy of which is attached to the Motion as **Exhibit C**, is hereby assumed pursuant to sections 363 and 365 of the Bankruptcy Code on a final basis. The Debtors are authorized to act and perform in accordance with the terms of the Consulting

Agreement, including making payments required by the Consulting Agreement to the Consultant (including, without limitation, the Advisory Fee, Inventory Fee, Fixed Asset Commission, Receivables Fee), reimbursement of the Consultant Expenses, and, subject to the provisions contained herein, payment of indemnification amounts, in each case, as provided for in the Consulting Agreement without the need for any application of the Consultant or a further order of this Court (and all such payments of fees and reimbursement of expenses (collectively, the "Consultant Payment Obligations") shall be free and clear of any and all Encumbrances).

4. Consultant may, without further order of the Court, withhold the Consultant Payment Obligations from the Gross Proceeds generated from the Sales in accordance with the terms of the Consulting Agreement and any expense budget approved in connection therewith, without the need for any application of the Consultant, or a further order of the Court, and without adherence to any weekly, monthly, or aggregate limitation in any interim or final order approving the postpetition financing (the "DIP Orders"), other order, or any budget approved in connection with a DIP Order (each a "DIP Budget"), cash collateral or other budget entered in connection with the Debtors' chapter 11 case (collectively, an "Approved Budget"), provided however that the payment of the Consultant Payment Obligations shall be (a) deemed to be in compliance with any Approved Budget and the applicable provisions of the DIP Order; and (b) included in each Approved Budget. To the extent there is any conflict or inconsistency between this Final Order and the DIP Orders, the Consultant's rights under this Final Order regarding the payment of Consultant Payment Obligations shall be governed by this Order.

5. If Consultant Payment Obligations are not timely paid as contemplated by the Consulting Agreement and this Final Order (for any reason) (the "Unpaid Consultant Payment Obligations"), after five (5) business days' notice and opportunity to cure, which notice shall be

provided simultaneously to the DIP Agent, the Prepetition Term Loan Agent, and counsel to the Official Committee of Unsecured Creditors (the "Committee"), the Consultant can, at its election, suspend the provision of services until the Debtors have paid all outstanding Unpaid Consultant Payment Obligations and replenished any portion of the Prepayment that has been exhausted by the Consultant, ~~or terminate the Consulting Agreement and in either case have no further obligation to perform services under the Consulting Agreement during such suspension period or after such termination, as applicable, and~~ provided that (x) if, within such five (5) business day period, the Debtors pay all undisputed Unpaid Consultant Payment Obligations and provide the Consultant with written notice, together with copies to the DIP Agent, the Prepetition Term Loan Agent, and counsel to the Committee, that the Debtors dispute in good faith the existence or amount of any remaining Unpaid Consultant Payment Obligations, the Consultant shall not suspend the provision of services on account of such disputed amount and shall be limited to the remedy of filing a motion to compel payment set forth below with respect to such disputed amount, and (y) before actually suspending the provision of services on account of any undisputed Unpaid Consultant Payment Obligations, the Consultant shall provide not less than two (2) business days' further written notice of its intent to do so to the Debtors, the DIP Agent, the Prepetition Term Loan Agent, and counsel to the Committee, during which period any such party may seek emergency relief from the Court. The Consultant shall have no liability for any claims arising from such suspension ~~or termination~~ of services ~~are hereby released~~ and the Consultant shall be indemnified for any damages caused by the suspension ~~or termination~~ of services, provided that such release and indemnification shall not apply to the extent the Court determines that the underlying Unpaid Consultant Payment Obligations were not, in fact, due and owing; provided further, that the Consultant may not recover the amount of any such claim (other than Unpaid Consultant Payment

Obligations) from any advances or any other amounts on deposit in the advance funding account, whether by setoff, lien, attachment or otherwise without the prior written consent of the DIP Agent. In addition, the Consultant will have the right to file a motion to compel payment of any Unpaid Consultant Payment Obligations on expedited one-day notice with an expedited hearing, subject to ~~c~~Court availability (provided however, that with respect to the assets of De Cloet Mfg. Ltd. such motion shall be subject to the terms of the ~~O~~orders granted in the Recognition Proceedings).

6. The Debtors, with the assistance of the Consultant, shall maintain accurate records of all Term Loan Priority Collateral[4] proceeds realized during the Sale Term, including records sufficient to identify (i) the specific items of Term Loan Priority Collateral sold or otherwise subject to disposition, (ii) the identity of the purchaser and the date of each such sale or disposition, and (iii) the gross proceeds attributable to each such sale or disposition. The Debtors, with the assistance of the Consultant, shall maintain such records in a form that permits the segregation and identification of Term Loan Priority Collateral proceeds from proceeds attributable to other Assets.

7. Commencing on the fourteenth (14th) day following the date of entry of the ~~Interim~~Final Order and continuing every two (2) weeks thereafter through the Sale Termination Date (and, if the Receivables Services extend beyond the Sale Termination Date, every two (2) weeks through the conclusion of such services with respect to any Receivables constituting Term Loan Priority Collateral), the Debtors shall deliver to counsel to the DIP Agent and Prepetition Agent, ~~and~~ counsel to the Prepetition Term Loan Secured Parties, and counsel to the Committee, a written report setting forth: (i) a summary of all Term Loan Priority Collateral sold or otherwise disposed of during the applicable reporting period; (ii) the aggregate gross proceeds realized from

[4] "Term Loan Priority Collateral" shall have the meaning ascribed to it in the Intercreditor Agreement (as defined in the DIP Order).

such sales or dispositions during the applicable reporting period; (iii) the aggregate Consultant Payment Obligations paid or withheld from Gross Proceeds during the applicable reporting period; and

(~~iii~~iv) the cumulative gross proceeds realized from the sale or disposition of Term Loan Priority Collateral from the Start Date through the end of the applicable reporting period.

8. All parties' rights are reserved to challenge, contest, or otherwise object to (i) the characterization or classification of any collateral or proceeds thereof as Term Loan Priority Collateral, ABL Priority Collateral (as defined in the Intercreditor Agreement), or otherwise, and (ii) the allocation of any Consultant Payment Obligations to any such collateral.

Authority to Engage in the Sales

9. The Debtors are authorized, pursuant to section 105(a) and section 363(b)(1) of the Bankruptcy Code, to continue to conduct the Sales in accordance with this Final Order (as may be modified by a Side Letter) and the Consulting Agreement. Subject to the restrictions set forth in this Final Order, the Debtors and the Consultant are authorized to take any and all actions as may be necessary or desirable to implement the Consulting Agreement, the Sales, and each of the transactions contemplated by the Consulting Agreement, and any actions taken by the Debtors and the Consultant necessary or desirable to implement the Consulting Agreement or the Sales prior to the date of this Final Order are approved and ratified to the extent not inconsistent with this Final Order.

10. Notwithstanding anything to the contrary in the Consulting Agreement, the Debtors and their estates shall not indemnify the Consultant for any damages arising primarily out of the Consultant's fraud, willful misconduct, or gross negligence.

11. All entities that are presently in possession of some or all of the Assets in which the Debtors hold an interest that are or may be subject to the Consulting Agreement or this Final Order hereby are directed to surrender possession of such Assets to the Debtors.

12. Except as provided herein, neither the Debtors nor the Consultant nor any of their officers, employees, or agents shall be required to obtain the approval of any third party, including (without limitation) any governmental unit (as defined in section 101(27) of the Bankruptcy Code) (a "Governmental Unit"), to conduct the Sales or to take any related actions authorized herein. Subject to the terms of this Final Order, each Governmental Unit with regulatory authority over the Sales shall consider this Final Order as binding authority that no further approval, license, or permit of any governmental unit shall be required, nor shall the Debtors be required to post any bond, to conduct the Sales.

Conducting the Sales

13. All newspapers and other advertising media in which the Sales may be advertised and all parties are directed to accept this Final Order as binding authority so as to authorize the Debtors and the Consultant to conduct the Sales pursuant to the Consulting Agreement, including, without limitation, to conduct and advertise the sale of the Assets in the manner contemplated by and in accordance with this Final Order and the Consulting Agreement.

14. The Debtors and the Consultant are hereby authorized, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to take such actions as may be necessary and appropriate to implement the Consulting Agreement and, notwithstanding any applicable non-bankruptcy laws, to conduct the Sales without the need for a further order of this Court as provided in this Final Order and the Consulting Agreement.

15. Except as expressly provided in the Consulting Agreement or this Final Order, the sale of the Assets shall be conducted by the Debtors and the Consultant notwithstanding any

restrictive provision of any lease, license, restrictive covenant, reciprocal easement agreement, occupancy agreement or other agreement related to the Debtors' Assets, including but not limited to any wholesale, supply, exclusive, non-exclusive, or other distribution or vendor agreements, affecting or purporting to restrict the conduct of the Sales, including with respect to advertising and promotion of the Sales and any auctions conducted in connection with the sale of Assets, the necessity of obtaining any third party consents, or the abandonment of assets, and such provisions shall not be enforceable in conjunction with the Sales of Assets. Breach of any such provisions in these Chapter 11 Cases in conjunction with the Sales shall not constitute a default under a lease or other agreement or provide a basis to terminate such lease or other agreement; *provided* that the Sales are conducted in accordance with the terms of this Final Order.

16. The Consultant and the Debtors are authorized to enter into agreements ("Side Letters") with applicable landlords, licensors, service providers, utilities, other creditors, and other contract counterparties (each such party, a "Side Letter Counterparty") modifying the Consulting Agreement without further order of this Court, and such Side Letters shall be binding as among the Consultant and any such Side Letter Counterparty; provided, however, that the terms of the Consulting Agreement may not be modified in a material way without the consent of the DIP Agent, in consultation with counsel to the Committee, (or, if the modification materially affects the Prepetition Term Loan Secured Parties or the Term Loan Priority Collateral, the consent of the Prepetition Term Loan Agent), which consent shall not be unreasonably withheld, conditioned, or delayed. In the event of any conflict between this Final Order and any Side Letter, the terms of such Side Letter shall control. To the extent the Debtors, the Consultant, the DIP Agent, and the Prepetition Term Loan Agent are unable to resolve any dispute regarding a modification to the Consulting Agreement, any party may request a hearing with this Court. Notwithstanding the

foregoing, in no event shall any Side Letter or other agreement, alter, amend, or otherwise modify the Consultant Payment Obligations or other amounts payable from any collateral or proceeds thereof without further Court order.

17. Notwithstanding anything herein to the contrary, if any dispute arises during the course of the Sales regarding laws regulating the conduct of such sales, and the Debtors and the Consultant are unable to resolve the matter with the disputing party consensually, any party may request a hearing with this Court pursuant to these provisions. Until such a hearing, no party shall interfere with the Sales' conduct in accordance with this Final Order.

18. Except as provided in this Final Order, no person or entity, including, but not limited to, any landlord, licensor, property owner, property manager, service provider, utility provider, seller or supplier of Assets to the Debtors, vendor or creditor or equity holder of the Debtors or other stakeholder, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder the Sales, the sale of the Assets, or the advertising and promotion of the Sales (where applicable), and all such parties and persons of every nature and description, including, but not limited to, any landlord, licensor, service provider, utility, seller or supplier of Assets to the Debtors, vendor, and creditor, as well as all those acting for or on behalf of such parties, are prohibited from (a) interfering in any way with, obstructing, or otherwise impeding the conduct of the Sales, including, but not limited to, by purporting to terminate any supply or distribution agreement with the Debtors by virtue of the Debtors' bankruptcy or pre-petition non-payment under such agreements; or (b) instituting any action or proceeding in any court (other than this Court) or administrative body seeking an order or judgment against, among others, the Debtors, the Consultant, or any landlords at the Facilities that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Sales or seek to recover

damages for breach(es) of covenants or provisions in any license or contract based upon any relief authorized herein.

19. In accordance with and subject to the terms and conditions of the Consulting Agreement, the Consultant shall have the right to use the Debtors' sales channels, the Facilities and other assets of the Debtors for the purpose of conducting the Sales free of any interference from any entity or person, subject to compliance with this Final Order.

20. All sales of all Assets shall be "as is" and final, and all advertisements and sale receipts, where applicable, shall reflect that such sales are "as is" and final.

21. The Consultant shall not be liable for sales taxes and the Debtors remain responsible for the payment of any and all sales taxes. The Debtors are directed to remit all taxes accruing from the Sales to the applicable Governmental Units as and when due, provided that in the case of a bona fide dispute, the Debtors may pay such taxes upon the resolution of the dispute, if and to the extent that the dispute is decided in favor of the applicable Governmental Unit. For the avoidance of doubt, sales taxes collected and held in trust by the Debtors, if any, shall not be used to pay any creditor or any other party, other than the applicable Governmental Unit for which the sales taxes are collected.

22. Pursuant to section 363(f) of the Bankruptcy Code, the Consultant, on behalf of the Debtors, is authorized to sell all Assets pursuant to the Consulting Agreement and in accordance with the terms of this Final Order and the DIP Orders. All sales of Assets, whether by the Consultant or the Debtors, shall be free and clear of any and all Encumbrances; *provided, however*, that any Encumbrances shall, subject to the terms of the DIP Orders, attach to the proceeds of the sale of applicable Assets, net of the Consultant Payment Obligations, with the same validity and priority and to the same extent and in the same amount that any such Encumbrances had with

respect to such Assets immediately prior to such sale and subject to the same rights, claims, defenses, and objections, if any, of all parties with respect thereto.

23. The Debtors and the Consultant, in consultation with the DIP Agent, are empowered to transfer Assets among, and into the Facilities. The Debtors and the Consultant are authorized to sell the Debtors' Assets, as provided for and in accordance with the terms of the Consulting Agreement and this Final Order; *provided that*, notwithstanding anything to the contrary herein, the Debtors shall not abandon, or permit to be deemed abandoned, any Assets constituting DIP Collateral, Term Loan Priority Collateral or Prepetition Collateral (each as defined in the DIP Orders) without the prior written consent of the DIP Agent or Prepetition Term Loan Agent, as applicable (which consent may be provided by email from counsel to the DIP Agent or Prepetition Term Loan Agent), and any purported abandonment without such consent shall be void and of no force or effect. Any abandoned Inventory and/or Fixed Assets left in the Facilities after the later of the date the lease is rejected or the date the Debtors vacate the premises shall be deemed abandoned, and the landlord of or counterparty to the applicable agreement concerning the use of or access to such Facilities is authorized to dispose of the abandoned Inventory and/or Fixed Assets free and clear of Encumbrances without further notice and without any liability to the Debtors and/or any individual or entity that may claim an interest in such property. The automatic stay is modified to the extent necessary to allow such dispositions. Notwithstanding any other provision of this Final Order, (a) the Debtors may not abandon any personal property that the Debtors know is not property of the Debtors and (b) the Debtors are not authorized to abandon any hazardous materials as defined under applicable law from any leased premises. Consultant shall not be responsible for the removal or disposition of any hazardous materials or substances. To the extent the Debtors seek to abandon personal property that contains

any "personally identifiable information," as that term is defined in section 101(41A) of the Bankruptcy Code, or other personal and/or confidential information about the Debtors' employees, or any other individual (the "Confidential Information"), the Debtors shall remove or wipe the Confidential Information from such personal property before abandonment.

24. The Debtors shall remove or cause to be removed any Confidential Information in any of the Debtors' hardware, software, computers or similar equipment which are to be sold or abandoned so as to render the Confidential Information unreadable or undecipherable. At the conclusion of the Sales, the Consultant shall provide the Debtors with written verification that the Consultant has not removed, copied, or transferred any customer Confidential Information and that the Consultant has used commercially reasonable efforts to shred, erase, or otherwise modify or render any records containing Confidential Information unreadable or undecipherable.

25. The Consultant is authorized to perform the Receivables Services and the Debtors are authorized, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to collect, compromise, adjust, and settle any and all accounts receivable of the Debtors (the "Receivables"), in each case in accordance with the terms of the Consulting Agreement and this Final Order, without the need for any further notice, hearing, motion pursuant to Bankruptcy Rule 9019, or order of this Court. In furtherance of the foregoing, the Debtors and the Consultant are authorized to negotiate the terms of, and enter into, settlements, compromises, or other resolutions with any customer or other obligor with an open account balance in order to resolve and settle payment of any Receivable; provided that the Debtors and the Consultant shall consult with the DIP Agent and counsel to the Committee in advance of the collection, compromise, adjustment, settlement, or release of any Receivable in excess of $250,000 (and with the Prepetition Term Loan Agent with respect to any Receivable that constitutes Term Loan Priority Collateral), and shall not

compromise, settle, adjust, or release any Receivable other than in accordance with the DIP Orders and the Approved Budget. In connection with the settlement of any Receivable, the Debtors are authorized to release claims and causes of action related to such Receivable and its obligor. Encumbrances on any Receivable, to the extent valid, perfected, and enforceable, shall attach to the proceeds thereof, net of the Consultant Payment Obligations, with the same validity, priority, extent, and amount, and subject to the same claims and defenses, as existed immediately prior to such collection or settlement, subject to the DIP Order. Nothing in this paragraph shall require the Debtors or the Consultant to obtain the approval of any third party (except the DIP Agent or the Prepetition Term Loan Agent as expressly set forth in this paragraph 25), in connection with the collection, compromise, or settlement of any Receivable.

D. Dispute Resolution Procedures

26. Nothing in this Final Order or the Consulting Agreement 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) to which any entity would be subject as the owner, lessor, lessee, or operator of the property after the date of entry of this Final Order. Nothing contained in this Final Order or the Consulting Agreement shall in any way (a) diminish the obligation of any entity to comply with environmental laws or (b) diminish the obligations of the Debtors to comply with environmental laws consistent with its rights and obligations as debtor in possession under the Bankruptcy Code. The Sales shall not be exempt from 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 local laws, regulations, ordinances, or police powers of general applicability regarding matters such as regulating deceptive practices and false advertising (collectively, "General Laws"). Nothing in this Final Order or the Consulting Agreement shall

alter or affect obligations to comply with all applicable federal safety laws and regulations. Nothing in this Final Order shall be deemed to bar any Governmental Unit (as such term is defined in section 101(47) of the Bankruptcy Code) from enforcing General Laws in the applicable non-bankruptcy forum, subject to the Debtors' rights to assert in that forum or before this Court (or the Canadian Court) that any such laws are not in fact General Laws or that such enforcement is impermissible under the Bankruptcy Code, this Final Order, or otherwise. Notwithstanding any other provision in this Final Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Final Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code. Nothing in this Final Order shall be deemed to have made any rulings on any such issues.

27. To the extent that the sale of Assets is subject to any Liquidation Sale Laws, including any federal, state, or local statute, ordinance, or rule, or licensing requirement directed at regulating inventory liquidation sales, or bulk sale laws, including laws restricting safe, professional, and non-deceptive customary advertising such as signs, banners, posting of signage, solely in connection with the Sales and including ordinances establishing license or permit requirements, waiting periods, time limits, or bulk sale restrictions that would otherwise apply solely to the sale of the Assets, or any similar laws, the dispute resolution procedures in this section shall apply.

28. Notwithstanding anything to the contrary in this Final Order, the Consulting Agreement, or the Motion, nothing herein shall be construed to impose, or shall result in the imposition of, any liability under any environmental law or regulation of any state or other Governmental Unit upon any of the Debtors' creditors or vendors, solely by virtue of the Sales,

the receipt of proceeds thereof, or any action taken by the Consultant or the Debtors pursuant to this Final Order or the Consulting Agreement.

29. ~~28.~~To the extent that any party has objections to the conduct of the Sales or to the sale of the Assets, the following procedures (the "Resolution Procedures") shall apply during the Sale Term:

a. Provided that the Sales are conducted in accordance with the terms of this Final Order and the Consulting Agreement, the Debtors and the Consultant are authorized to conduct the Sales, and the Debtors shall be presumed to be in compliance with any Liquidation Sale Laws, without the necessity of further showing compliance with any Liquidation Sale Laws.

b. Within two (2) business days after entry of this Final Order, the Debtors will serve by email, facsimile, or first-class mail, copies of the Final Order on the following: (i) landlords of or counterparties to any agreements governing the use of or access to the Facilities; (ii) the Attorney General's office for each state in which the Facilities are located; (iii) the county consumer protection agency or similar agency for each county in which the Facilities are located; (iv) the division of consumer protection for each state in which the Facilities are located; (v) supplier contract counterparties; (vi) and any other party with an interest in the Assets, or sales thereof (collectively, the "Dispute Notice Parties").

c. To the extent that there is a dispute arising from or relating to the conduct of the Sales, the sale of the Assets, this Final Order, or the Consulting Agreement (a "Reserved Dispute"), the Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any party in interest (including, but not limited to, any of the Dispute Notice Parties) may assert that a Reserved Dispute exists by sending a notice (the "Dispute Notice") explaining the nature of the dispute to: (a) Proposed Counsel to the Debtors, Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, DE 19801, Attn: Justin Alberto (jalberto@coleschotz.com), Stacy Newman (snewman@coleschotz.com), and Sarah Carnes (scarnes@coleschotz.com); (b) Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Jane Leamy (jane.m.leamy@usdoj.gov); (c) Counsel to the Consultant Katten Muchin Rosenman LLP, 50 Rockefeller Plaza, New York, NY 10020, Attn: Cindi M. Giglio (cgiglio@katten.com) and Grace A. Thompson (grace.thompson@katten.com) (d) counsel to the DIP Agent and Prepetition ABL Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North

Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com); (e) co-counsel to the Prepetition Term Loan Secured Parties, Proskauer Rose LLP, Eleven Times Square, New York, NY 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com), and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Matthew B. McGuire (mcguire@lrclaw.com); and (f) ~~if any statutory committee has been appointed in the Chapter 11 Cases,~~ counsel to ~~such~~the ~~c~~Committee.

d. If the Debtors, the Consultant, and the party asserting the Reserved Dispute are unable to resolve the Reserved Dispute within fourteen (14) days after service of the Dispute Notice, the party asserting the Reserved Dispute may file a motion with the Court requesting that the Court resolve the Reserved Dispute (a "Dispute Resolution Motion").

e. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of this Final Order or to limit or interfere with the Debtors' or the Consultant's ability to conduct or to continue to conduct the Sales pursuant to this Final Order, absent further order of the Court. Upon the entry of this Final Order, the Court grants authority for the Debtors and the Consultant to conduct the Sales pursuant to the terms of this Final Order and the Consulting Agreement, and to take all actions reasonably related thereto or arising in connection therewith. Nothing in this Final Order will constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion. Nothing in this Final Order shall preclude the Debtors from asserting that the provisions of the Liquidation Sale Laws are preempted by the Bankruptcy Code.

E. Miscellaneous

30. ~~29.~~The Debtors are authorized and permitted to transfer to the Consultant personal information in the Debtors' custody and control solely for the purposes of assisting with and conducting the Sales and only to the extent necessary for such purposes, provided that the Consultant removes any such personal information from the Assets prior to the sale or abandonment of the same.

31. ~~30.~~This Final Order and the terms and provisions of the Consulting Agreement shall be binding on all of the Debtors' creditors (whether known or unknown), the Debtors, the Consultant, and their respective affiliates, successors, and assigns, and any affected third parties including, but not limited to, all persons asserting an interest in the Assets, notwithstanding any

subsequent appointment of any trustee, party, entity, or other fiduciary under any section of the Bankruptcy Code with respect to the foregoing parties, and as to such trustee, party, entity, or other fiduciary, such terms and provisions likewise shall be binding.

32. ~~31.~~The provisions of this Final Order and the terms and provisions of the Consulting Agreement, and any actions taken pursuant hereto or thereto, shall survive the entry of any order that may be entered confirming or consummating any plan(s) of the Debtors pursuant to section 1129 of the Bankruptcy Code, or converting the Debtors' cases from chapter 11 to chapter 7, and the terms and provisions of the Consulting Agreement, as well as the rights and interests granted pursuant to this Final Order and the Consulting Agreement, shall continue in these or any superseding cases and shall be binding upon the Debtors, the Consultant, 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. Without the need for further order of this Court, (i) any trustee appointed in these Chapter 11 Cases shall be and hereby is authorized, but not required, to operate the business of the Debtors to the fullest extent necessary to permit compliance with the terms of this Final Order and the Consulting Agreement; and (ii) the Consultant and such trustee shall be and hereby are authorized, but not required, to perform under the Consulting Agreement upon the appointment of the trustee.

33. ~~32.~~This Final Order shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, 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, 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 Assets.

34. ~~33.~~The Consultant shall not be liable for any claims against the Debtors, and the Debtors shall not be liable for any claims against the Consultant, in each case, other than as expressly provided for in the Consulting Agreement.

35. ~~34.~~Neither the Consultant nor any of its respective affiliates (whether individually, as part of a joint venture, or otherwise) shall be precluded from providing additional services to the Debtors and/or bidding on the Debtors' assets in connection with any other future process that may or may not be undertaken by the Debtors, provided that any such services and/or transactions are approved by separate order of this Court.

36. ~~35.~~The Consultant shall act solely as an independent consultant to the Debtors and shall not be liable for any claims against the Debtors other than as expressly provided in the Consulting Agreement (including the Consultant's indemnity obligations thereunder) with the exception of acts of gross negligence or willful misconduct and, for greater certainty, the Consultant shall not be deemed to be an employer, or a joint or successor employer, or a related or common employer or payor within the meaning of any legislation governing employment or labor standards or pension benefits or health and safety or other statute, regulation or rule of law or equity for any purpose whatsoever, and shall not incur any successor liability whatsoever.

37. ~~36.~~The Debtors and the Consultant may modify the Consulting Agreement in accordance with the terms thereof without further order of the Court; provided that (a) the Debtors shall provide five (5) business days' advance notice of any contemplated material modification(s) of the Consulting Agreement (including any modification of the Consulting Agreement's economic terms) to the U.S. Trustee, counsel to the Prepetition Secured Creditors and DIP Credit

Parties, counsel to the Prepetition Term Loan Secured Parties, counsel to the ~~Official~~ Committee ~~of Unsecured Creditors (if any, the "Committee")~~, and counsel to any party that has requested such notice (collectively, the "Amendment Notice Parties"). If an Amendment Notice Party timely objects to a proposed material modification to the Consulting Agreement and the Debtors, the Consultant, and such objecting Amendment Notice Party cannot consensually resolve such objection, the Debtors and the Consultant shall not proceed with such modification absent a further order of the Court approving such modification.

38. ~~37.~~The Debtors shall deliver to the DIP Agent (and any Agent Advisor (as defined in the DIP Credit Agreement)) ~~and~~, the Prepetition Term Loan Agent and counsel to the Committee copies of all reports, statements, and reconciliations delivered to the Debtors by the Consultant pursuant to the Consulting Agreement within two (2) business days of the Debtors' receipt of such documents from the Consultant. In addition, the Debtors shall cooperate with, and promptly respond to, reasonable requests of the DIP Agent for reports and other information regarding the Sales, the Consultant Payment Obligations, the Gross Proceeds, and the Receivables in the form and level of detail reasonably requested by the DIP Agent to the extent such information is in the Debtors' possession or reasonably obtainable by the Debtors from the Consultant.

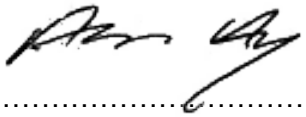
39. ~~38.~~The requirements of Bankruptcy Rule 6007(a) are waived, to the extent applicable to the relief provided for herein.

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

41. ~~40.~~Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

42. ~~41.~~This Court shall retain ~~exclusive~~ jurisdiction with regard to all issues or disputes arising from or relating to the implementation, interpretation, or enforcement of this Final Order or the Consulting Agreement, including, but not limited to, any claim or issue relating to any efforts by any party or person to prohibit, restrict, or in any way limit the Sales in accordance with this Final Order, or any other disputes related to the Sales. No parties or person shall take any action against the Debtors, the Consultant, the Sales, or the landlords of or counterparties to agreements concerning use of the Facilities, as applicable, until this Court has resolved such dispute. This Court shall 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.

This is Exhibit “C” referred to in the affidavit of Joshua Gordon, sworn September 15, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



……...
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11284 (CTG) (Jointly Administered) **Re: Docket Nos. 10, 63**

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO PAY PREPETITION CLAIMS OF CERTAIN CRITICAL VENDORS AND (II) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order") (i) authorizing the Debtors to pay, in the ordinary course of business, prepetition amounts owing on account of Critical Vendor Claims and (ii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29,

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, or *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65], as applicable.

2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.

2. The Debtors are authorized, but not directed, to pay all or part of, and discharge, on a case-by-case basis, the Critical Vendor Claims in an aggregate amount not to exceed $2 million on a final basis, absent further order of the Court.

3. Notwithstanding anything to the contrary in the Motion or this Final Order, the Debtors shall not: (a) designate (i) any insider, (ii) any of the Debtors' professionals, or (iii) any entity affiliated with any insider as a Critical Vendor; (b) enter into any Customary Trade Terms with any insider or any entity affiliated with any insider; and/or (c) pay any Critical Vendor Claims of any insider, any of the Debtors' professionals, or any entity affiliated with any insider in each case, prior to consultation with counsel to any committee of unsecured creditors that may be

appointed (the "Committee"), the DIP Agent and Prepetition ABL Agent, and the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, or further order of the Court after notice and a hearing. For purposes of this Order, the term "insider" shall have the meaning ascribed to such term in section 101(31) of the Bankruptcy Code.

4. As a condition to receiving payment hereunder, the Debtors, in their sole discretion, may require, by written agreement, such parties to continue supplying goods or services to the Debtors in accordance with trade terms at least as favorable to the Debtors as those practices and programs (including credit limits, pricing, cash discounts, timing of payments, allowances, product mix, availability, and other programs) consistent with the parties' ordinary course practice (collectively, the "Customary Trade Terms"). The Debtors reserve the right to require more favorable trade terms with any party as a condition to payment of any prepetition claim.

5. If any party accepts payment hereunder for a prepetition obligation of the Debtors premised on compliance with the above, and thereafter fails to comply with the Customary Trade Terms, or other such terms as agreed to by the Debtors, then: (a) any payment on account of a prepetition claim received by such party shall be deemed, in the Debtors' sole discretion, an improper postpetition transfer and, therefore, immediately recoverable in cash upon written request by the Debtors; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made; and (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to recharacterize and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance and such supplier or vendor will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding, without the right of any setoffs, claims, provisions for payment of any claims, or otherwise; *provided* that the Debtors shall consult with

counsel to the DIP Agent and Prepetition ABL Agent, counsel to the Prepetition Term Loan Secured Parties, and counsel to the Committee regarding any determination under this paragraph 5.

6. Any Critical Vendor that accepts payment from the Debtors on account of all or a portion of such party's claim pursuant to this Final Order shall be deemed to (a) agree to the terms and provisions of this Final Order and (b) have waived, to the extent so paid, Critical Vendor Claims of any type, kind, or priority (including any reclamation claim) against the Debtors and their assets. The Debtors shall provide a copy of this Final Order to any Critical Vendor in advance of any payment made pursuant to this Final Order.

7. Nothing herein shall impair or prejudice the Debtors' ability to contest, in their sole discretion, the extent, perfection, priority, validity, or amounts of any claims held by any Critical Vendor. The Debtors do not concede that any claims satisfied pursuant to this Final Order are valid, and the Debtors expressly reserve all rights to contest the extent, validity, or perfection, or to seek the avoidance of all such liens or the priority, of such claims.

8. Notwithstanding anything to the contrary in this Final Order, the Motion, or its attachments, the priority status of a creditor's claim, including that of claims arising under section 503(b)(9) of the Bankruptcy Code, shall not be affected by whether such creditor provides services or goods to the Debtors under Customary Trade Terms.

9. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

10. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, or basis for any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

11. The Debtors shall maintain a schedule of amounts directly or indirectly paid, subject to the terms and conditions of this Final Order, including the following information: (a) the name of the transferor; (b) the name of the transferee; (c) the amount of the payment; and (d) the purpose of the payment; *provided* that the Debtors shall provide a copy of such schedule to the DIP Agent and Prepetition ABL Agent and its advisors, the Prepetition Term Loan Secured Parties and their advisors, the U.S. Trustee, and counsel to the Committee upon reasonable request, and in any event within three (3) business days following any such request; *provided, however*, the Debtors shall inform the advisors of the DIP Agent and Prepetition ABL Agent, Prepetition Term

Loan Secured Parties, and Committee on a bi-weekly basis of the identity of any Critical Vendors to which payments are made pursuant to this Final Order and the amounts of such payments.

12. Notwithstanding the relief granted in this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of the *Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Final Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

13. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of this Chapter 11 Case with respect to prepetition amounts owed in connection with the relief granted herein.

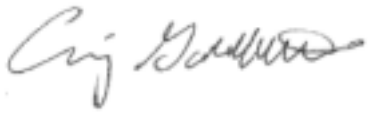
14. Nothing in this Final Order authorizes the Debtors to accelerate any payments not otherwise due.

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

16. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

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

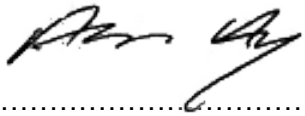
18. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.



Dated: September 14th, 2026
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

This is Exhibit “D” referred to in the affidavit of Joshua Gordon, sworn September 15, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



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A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11284 (CTG) (Jointly Administered) **Re. Docket Nos. 10 & 63**

CERTIFICATION OF COUNSEL
REGARDING REVISED PROPOSED FINAL ORDER
(I) AUTHORIZING THE DEBTORS TO PAY PREPETITION CLAIMS
OF CERTAIN CRITICAL VENDORS AND (II) GRANTING RELATED RELIEF

The undersigned proposed counsel for the debtors and debtors in possession in the above-captioned cases (the "Debtors"), hereby certifies as follows:

1. On August 18, 2026, the Debtors filed the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors and (II) Granting Related Relief* [Docket No. 10] (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court"). A proposed form of order approving the Motion on a final basis was attached to the Motion as Exhibit B (the "Proposed Final Order").

2. On August 20, 2026, the Court entered an order approving the Motion on an interim basis [Docket No. 63] (the "Interim Order"). Pursuant to the Interim Order, any objections or

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

responses to entry of the Proposed Final Order were to be filed and served by September 9, 2026 at 4:00 p.m. (ET) (as may have been extended by the Debtors for any party, the "Objection Deadline").

3. Prior to the Objection Deadline, the Debtors received informal comments to the Proposed Final Order from the Official Committee of Unsecured Creditors (the "Committee"), the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Agent and Prepetition Term Loan Lenders, and the Office of the United States Trustee. No other formal or informal responses or objections to the Proposed Final Order were received.

4. Following discussions with the Committee, the DIP Agent and Prepetition ABL Agent, and the Prepetition Term Loan Secured Parties,[2] the Debtors have agreed to a revised form of order (the "Revised Proposed Final Order"), a copy of which is attached hereto as **Exhibit A**, which resolves the comments of the Committee, the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Office of the United States Trustee. For the convenience of the Court and other interested parties, a blackline comparing the Revised Proposed Final Order against the Proposed Final Order is attached hereto as **Exhibit B**.

5. The Committee, the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Office of the United States Trustee have no objection to the entry of the Revised Proposed Final Order.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65].

6. As no other objection or responses to the Motion or the Proposed Final Order have been received, the Debtors respectfully request that the Revised Proposed Final Order be entered at the earliest convenience of the Court.

Dated: September 14, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

Justin R. Alberto (No. 5126)
Stacy L. Newman (No. 5044)
Carol E. Thompson (No. 6936)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
Email: jalberto@coleschotz.com
snewman@coleschotz.com
cthompson@coleschotz.com

Seth Van Aalten (admitted *pro hac vice*)
Sarah A. Carnes (admitted *pro hac vice*)
Michael A. Solimani (admitted *pro hac vice*)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
Email: svanaalten@coleschotz.com
scarnes@coleschotz.com
msolimani@coleschotz.com

Proposed Counsel for Debtors
and Debtors in Possession

Exhibit A

Revised Proposed Final Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (CTG)
Debtors.[1]	(Jointly Administered)
	Re: Docket Nos. 10, 63

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO PAY PREPETITION CLAIMS OF CERTAIN CRITICAL VENDORS AND (II) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order") (i) authorizing the Debtors to pay, in the ordinary course of business, prepetition amounts owing on account of Critical Vendor Claims and (ii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29,

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, or *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65], as applicable.

2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.

2. The Debtors are authorized, but not directed, to pay all or part of, and discharge, on a case-by-case basis, the Critical Vendor Claims in an aggregate amount not to exceed $2 million on a final basis, absent further order of the Court.

3. Notwithstanding anything to the contrary in the Motion or this Final Order, the Debtors shall not: (a) designate (i) any insider, (ii) any of the Debtors' professionals, or (iii) any entity affiliated with any insider as a Critical Vendor; (b) enter into any Customary Trade Terms with any insider or any entity affiliated with any insider; and/or (c) pay any Critical Vendor Claims of any insider, any of the Debtors' professionals, or any entity affiliated with any insider in each case, prior to consultation with counsel to any committee of unsecured creditors that may be

appointed (the "Committee"), the DIP Agent and Prepetition ABL Agent, and the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, or further order of the Court after notice and a hearing. For purposes of this Order, the term "insider" shall have the meaning ascribed to such term in section 101(31) of the Bankruptcy Code.

4. As a condition to receiving payment hereunder, the Debtors, in their sole discretion, may require, by written agreement, such parties to continue supplying goods or services to the Debtors in accordance with trade terms at least as favorable to the Debtors as those practices and programs (including credit limits, pricing, cash discounts, timing of payments, allowances, product mix, availability, and other programs) consistent with the parties' ordinary course practice (collectively, the "Customary Trade Terms"). The Debtors reserve the right to require more favorable trade terms with any party as a condition to payment of any prepetition claim.

5. If any party accepts payment hereunder for a prepetition obligation of the Debtors premised on compliance with the above, and thereafter fails to comply with the Customary Trade Terms, or other such terms as agreed to by the Debtors, then: (a) any payment on account of a prepetition claim received by such party shall be deemed, in the Debtors' sole discretion, an improper postpetition transfer and, therefore, immediately recoverable in cash upon written request by the Debtors; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made; and (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to recharacterize and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance and such supplier or vendor will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding, without the right of any setoffs, claims, provisions for payment of any claims, or otherwise; *provided* that the Debtors shall consult with

counsel to the DIP Agent and Prepetition ABL Agent, counsel to the Prepetition Term Loan Secured Parties, and counsel to the Committee regarding any determination under this paragraph 5.

6. Any Critical Vendor that accepts payment from the Debtors on account of all or a portion of such party's claim pursuant to this Final Order shall be deemed to (a) agree to the terms and provisions of this Final Order and (b) have waived, to the extent so paid, Critical Vendor Claims of any type, kind, or priority (including any reclamation claim) against the Debtors and their assets. The Debtors shall provide a copy of this Final Order to any Critical Vendor in advance of any payment made pursuant to this Final Order.

7. Nothing herein shall impair or prejudice the Debtors' ability to contest, in their sole discretion, the extent, perfection, priority, validity, or amounts of any claims held by any Critical Vendor. The Debtors do not concede that any claims satisfied pursuant to this Final Order are valid, and the Debtors expressly reserve all rights to contest the extent, validity, or perfection, or to seek the avoidance of all such liens or the priority, of such claims.

8. Notwithstanding anything to the contrary in this Final Order, the Motion, or its attachments, the priority status of a creditor's claim, including that of claims arising under section 503(b)(9) of the Bankruptcy Code, shall not be affected by whether such creditor provides services or goods to the Debtors under Customary Trade Terms.

9. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

10. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, or basis for any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

11. The Debtors shall maintain a schedule of amounts directly or indirectly paid, subject to the terms and conditions of this Final Order, including the following information: (a) the name of the transferor; (b) the name of the transferee; (c) the amount of the payment; and (d) the purpose of the payment; *provided* that the Debtors shall provide a copy of such schedule to the DIP Agent and Prepetition ABL Agent and its advisors, the Prepetition Term Loan Secured Parties and their advisors, the U.S. Trustee, and counsel to the Committee upon reasonable request, and in any event within three (3) business days following any such request; *provided, however*, the Debtors shall inform the advisors of the DIP Agent and Prepetition ABL Agent, Prepetition Term

Loan Secured Parties, and Committee on a bi-weekly basis of the identity of any Critical Vendors to which payments are made pursuant to this Final Order and the amounts of such payments.

12. Notwithstanding the relief granted in this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of the *Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Final Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

13. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of this Chapter 11 Case with respect to prepetition amounts owed in connection with the relief granted herein.

14. Nothing in this Final Order authorizes the Debtors to accelerate any payments not otherwise due.

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

16. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

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

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

Exhibit B

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11284 (CTG) (Jointly Administered) **Re: Docket Nos. 10, 63**

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO PAY PREPETITION CLAIMS OF CERTAIN CRITICAL VENDORS AND (II) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order") (i) authorizing the Debtors to pay, in the ordinary course of business, prepetition amounts owing on account of Critical Vendor Claims and (ii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29,

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, or *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65], as applicable.

2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.

2. The Debtors are authorized, but not directed, to pay all or part of, and discharge, on a case-by-case basis, the Critical Vendor Claims in an aggregate amount not to exceed $2 million on a final basis, absent further order of the Court.

3. Notwithstanding anything to the contrary in the Motion or this Final Order, the Debtors shall not: (a) designate (i) any insider, (ii) any of the Debtors' professionals, or (iii) any entity affiliated with any insider as a Critical Vendor; (b) enter into any Customary Trade Terms with any insider or any entity affiliated with any insider; and/or (c) pay any Critical Vendor Claims of any insider, any of the Debtors' professionals, or any entity affiliated with any insider in each case, prior to consultation with counsel to any committee of unsecured creditors that may be

appointed (the "Committee"), the DIP ~~Lender,~~ Agent and Prepetition ABL Agent, and the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, or further order of the Court after notice and a hearing. For purposes of this Order, the term "insider" shall have the meaning ascribed to such term in section 101(31) of the Bankruptcy Code.

4. As a condition to receiving payment hereunder, the Debtors, in their sole discretion, may require, by written agreement, such parties to continue supplying goods or services to the Debtors in accordance with trade terms at least as favorable to the Debtors as those practices and programs (including credit limits, pricing, cash discounts, timing of payments, allowances, product mix, availability, and other programs) consistent with the parties' ordinary course practice (collectively, the "Customary Trade Terms"). The Debtors reserve the right to require more favorable trade terms with any party as a condition to payment of any prepetition claim.

5. If any party accepts payment hereunder for a prepetition obligation of the Debtors premised on compliance with the above, and thereafter fails to comply with the Customary Trade Terms, or other such terms as agreed to by the Debtors, then: (a) any payment on account of a prepetition claim received by such party shall be deemed, in the Debtors' sole discretion, an improper postpetition transfer and, therefore, immediately recoverable in cash upon written request by the Debtors; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made; and (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to recharacterize and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance and such supplier or vendor will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding, without the right of any setoffs, claims, provisions for payment of any claims, or otherwise; *provided* that the Debtors shall consult with

counsel to the DIP Agent and Prepetition ABL Agent, counsel to the Prepetition Term Loan Secured Parties, and counsel to the Committee regarding any determination under this paragraph 5.

6. Any Critical Vendor that accepts payment from the Debtors on account of all or a portion of such party's claim pursuant to this ~~Interim~~Final Order shall be deemed to (a) agree to the terms and provisions of this ~~Interim~~Final Order and (b) have waived, to the extent so paid, Critical Vendor Claims of any type, kind, or priority (including any reclamation claim) against the Debtors and their assets. The Debtors shall provide a copy of this Final Order to any Critical Vendor in advance of any payment made pursuant to this Final Order.

7. Nothing herein shall impair or prejudice the Debtors' ability to contest, in their sole discretion, the extent, perfection, priority, validity, or amounts of any claims held by any Critical Vendor. The Debtors do not concede that any claims satisfied pursuant to this ~~Interim~~Final Order are valid, and the Debtors expressly reserve all rights to contest the extent, validity, or perfection, or to seek the avoidance of all such liens or the priority, of such claims.

8. Notwithstanding anything to the contrary in this Final Order, the Motion, or its attachments, the priority status of a creditor's claim, including that of claims arising under section 503(b)(9) of the Bankruptcy Code, shall not be affected by whether such creditor provides services or goods to the Debtors under Customary Trade Terms.

9. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

10. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, or basis for any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

11. The Debtors shall maintain a schedule of amounts directly or indirectly paid, subject to the terms and conditions of this Final Order, including the following information: (a) the name of the transferor; (b) the name of the transferee; (c) the amount of the payment; and (d) the purpose of the payment; *provided* that the Debtors shall provide a copy of such schedule to the DIP Agent and Prepetition ABL Agent and its advisors, the Prepetition Term Loan Secured Parties and their advisors, the U.S. Trustee, and counsel to ~~any statutory~~the ~~c~~Committee ~~appointed in these Chapter 11 Cases~~ upon reasonable request, and in any event within three (3) business days following any such request; *provided*, *however*, the Debtors shall inform the advisors of the DIP Agent and Prepetition ABL Agent, Prepetition Term Loan Secured Parties, and Committee on a

bi-weekly basis of the identity of any Critical Vendors to which payments are made pursuant to this Final Order and the amounts of such payments.

12. Notwithstanding the relief granted in this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of the *Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Final Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

13. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of this Chapter 11 Case with respect to prepetition amounts owed in connection with the relief granted herein.

14. Nothing in this Final Order authorizes the Debtors to accelerate any payments not otherwise due.

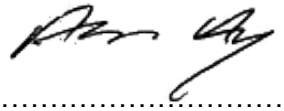
15. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) are satisfied by such notice.

16. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

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

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

This is Exhibit “E” referred to in the affidavit of Joshua Gordon, sworn September 15, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely..



……...
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (CTG)
Debtors.[1]	(Jointly Administered)
	Re: Docket Nos. 4, 55

FINAL ORDER (I) APPROVING DEBTORS' PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT, (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY COMPANIES, (III) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING OR DISCONTINUING SERVICE, AND (IV) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order") approving the Debtors' proposed form of adequate assurance of postpetition payment to the Utility Companies, (ii) establishing Adequate Assurance Procedures for resolving any objection by the Utility Companies relating to the Proposed Adequate Assurance, (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing service to, or discriminating against, the

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); Bamboo Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, or the *Debtors' Motion for Entry of Interim and Final Orders 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 17], as applicable.

Debtors solely on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance, and (iv) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.

2. The Proposed Adequate Assurance constitutes "adequate assurance of payment" for purposes of section 366 of the Bankruptcy Code.

3. To the extent a Utility Company seeks additional adequate assurance, it must comply with the following Adequate Assurance Procedures:

a) Except as provided by the Adequate Assurance Procedures, the Utility Companies will be prohibited from: (i) altering, refusing, or discontinuing services to, or discriminating against, the Debtors on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance; or (ii) requiring the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than the funding of the Utility Deposit.

b) Within 48 hours after entry of the Interim Order,[3] the Debtors will mail a copy of the Motion and Interim Order to the Utility Companies on the Utility Company List.

c) If a Utility Company is not satisfied with the Proposed Adequate Assurance and seeks additional adequate assurance of payment, it must serve a written request for additional adequate assurance (an "Additional Assurance Request") upon: (i) the Debtors, BFG Supply Co., LLC, 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512, Attn: Adam Zalav (azalev@reflectadvisors.com); (ii) proposed counsel for the Debtors, Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, Delaware 19801, Attn: Stacy L. Newman (snewman@coleschotz.com) and Carol E. Thompson (cthompson@coleschotz.com); (iii) counsel to the DIP Agent and Prepetition ABL Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com); (iv) counsel to the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, Proskauer Rose LLP, Eleven Times Square, New York, NY 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com); and (v) proposed counsel to the Official Committee of Unsecured Creditors, (a) Kelley Drye & Warren, LLP, World Trade Center, New York, New York 10007, Attn:, Eric Wilson (ewilson@kelleydrye.com), Maeghan McLoughlin (mmcloughlin@kelleydrye.com) and Jason Adams (jadams@kelleydrye.com); and (b) Raines Feldman Littrell, LLP, 84 N. Market Street Suite 805, Wilmington, Delaware, 19801, Attn: Matthew P. Milana (mmilana@raineslaw.com) and Jordan N. Kelly (jkelly@raineslaw.com) (collectively, the "Adequate Assurance Notice Parties").

[3] Local Rule 9013-1(m)(iv) requires service of first-day orders and the underlying first-day motions on affected parties within 48 hours of the entry of such first-day orders.

d) Each Additional Assurance Request must: (i) be made in writing; (ii) set forth the amount and form of additional assurance of payment requested; (iii) set forth the type of Utility Services, any account numbers, and the location(s) for which Utility Services are provided; (iv) include a summary of the Debtors' payment history to such Utility Company, including whether the Utility Company holds any deposits or other security, and if so, in what amount; (v) set forth why the Utility Company believes the Proposed Adequate Assurance is insufficient; and (vi) provide an email address to which the Debtors may respond to the Additional Assurance Request.

e) Upon the Debtors' receipt of an Additional Assurance Request, the Debtors will promptly negotiate with the requesting Utility Company to resolve such Utility Company's Additional Assurance Request.

f) Should the Debtors be unable to reach a resolution with respect to an Additional Assurance Request, the Debtors will, upon reasonable notice, calendar the matter (the "Determination Hearing") for the next regularly scheduled omnibus hearing to determine the adequacy of assurance of payment pursuant to section 366(c)(3) of the Bankruptcy Code.

g) Pending the Determination Hearing, the Utility Company that is the subject of the unresolved Additional Assurance Request is prohibited from altering, refusing, or discontinuing service to the Debtors on account of unpaid charges for prepetition services, the filing of the Chapter 11 Cases, or any objection (an "Objection") to the adequacy of the proposed Adequate Assurance.

h) Any Utility Company that does not serve an Additional Assurance Request in compliance with the procedures herein will be deemed to have received adequate assurance of payment that is satisfactory to such Utility Company within the meaning of section 366(c)(2) of the Bankruptcy Code, subject to each such Utility Company's right to seek a modification of adequate assurance under section 366(c)(3) of the Bankruptcy Code.

4. Except as the amount may be adjusted by application of the provisions of this Final Order and as set forth on Exhibit C attached to the Motion, Utility Deposits in the aggregate amount of $53,104 deposited in the Utility Deposit Account shall be held for the purpose of providing adequate assurance of payment to each Utility Company listed on Exhibit C attached to the Motion (the "Utility Company List") for its postpetition Utility Services provided to the Debtors.

5. The balance of the Utility Deposit Account may be adjusted by the Debtors, without further order of the Court, as follows: (a) to the extent no dispute over postpetition amounts due exists, the balance of the Utility Deposit Account may be reduced by the amount of a Utility

Deposit associated with any terminated utility account; (b) the balance of the Utility Deposit Account shall be increased to the extent a Utility Company is added to the Utility Company List; and (c) the balance of the Utility Deposit Account may be adjusted in accordance with the terms of any agreement with respect to adequate assurance of payment reached between a Debtor and the affected Utility Company; *provided, however*, that before the Debtors make any adjustment under subsection (a) of this paragraph with respect to a Utility Company, the Debtors shall provide at least ten (10) days' prior notice of such adjustment to the affected Utility Company and if such Utility Company disputes the proposed adjustment, the Debtors shall not be permitted to effectuate such adjustment absent further order of this Court or agreement by the parties.

6. The Debtors shall maintain the Utility Deposit Account until the earlier of the Court's entry of an order authorizing the return of the Utility Deposit Account to the Debtors, the effective date of a chapter 11 plan, or the date that an order is entered dismissing these Chapter 11 Cases.

7. No liens – prepetition, postpetition, debtor-in-possession, or otherwise – shall attach to the funds in the Utility Deposit Account until such time that the Utility Companies have been paid in full.

8. The Debtors are authorized, in their sole discretion, to amend the Utility Company List to add or remove any Utility Company and this Final Order and the Adequate Assurance Procedures shall apply to any such Subsequently Identified Utility Company that is added to such list, *provided, however*, that to the extent that a Subsequently Identified Utility Company is added to the Utility Company List, the Debtors shall: (i) file a copy of any such amendment and serve a copy of the Motion, the Interim Order, and this Final Order on any Subsequently Identified Utility Company, along with an amended Utility Company List; and (ii) increase the amount of the Utility

Deposit Account by an amount equal to the cost of two weeks of Utility Services provided by each such Subsequently Identified Utility Company. Such Subsequently Identified Utility Company shall be permitted to make an Additional Assurance Request in compliance with the Adequate Assurance Procedures after it receives notice of the Motion

9. Pending resolution of any Adequate Assurance Request, Objection or Determination Hearing, the Utility Companies are prohibited from (a) discriminating against the Debtors, (b) altering, refusing, or discontinuing service to the Debtors, or (c) requiring payment of a deposit or receipt or any other security for continued service other than the Utility Deposit, on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance. The Utility Companies are further prohibited from drawing upon any existing security deposit, surety bond, or other form of security to secure future payment for Utility Services, absent further order of this Court.

10. For the avoidance of doubt, the terms of this Final Order, including the Adequate Assurance Procedures, shall apply to each Utility Company, notwithstanding any customary business practices, policies, internal operating procedures, or state or local laws or regulations to the contrary. Any Utility Company that believes its customary business practices, policies, internal operating procedures, or state or local laws or regulations forbid it from accepting the Proposed Adequate Assurance or entitle it to additional adequate assurance shall make an Additional Assurance Request in accordance with this Final Order.

11. Nothing herein constitutes a finding that any entity is or is not a Utility Company hereunder or a "utility" within the meaning of section 366 of the Bankruptcy Code, whether or not such entity is listed on the Utility Company List.

12. Notwithstanding the relief granted in this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of the *Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Final Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

13. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order) is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, or basis for, any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability,

or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

14. Notwithstanding Bankruptcy Rule 6004(h), this Final Order shall be effective and enforceable immediately upon entry hereof.

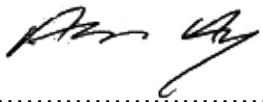
15. The Debtors are authorized to take all actions necessary to implement the relief granted in this Final Order.

16. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Dated: September 14th, 2026
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

This is Exhibit “F” referred to in the affidavit of Joshua Gordon, sworn September 15, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



……...
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11284 (CTG) (Jointly Administered) **Re. Docket Nos. 4 & 55**

CERTIFICATION OF COUNSEL REGARDING REVISED PROPOSED FINAL ORDER (I) APPROVING DEBTORS' PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT, (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY COMPANIES, (III) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING OR DISCONTINUING SERVICE, AND (IV) GRANTING RELATED RELIEF

The undersigned proposed counsel for the debtors and debtors in possession in the above-captioned cases (the "Debtors"), hereby certifies as follows:

1. On August 18, 2026, the Debtors filed the *Debtors' Motion for Entry of Interim and Final Orders (I) Approving the Debtors' Proposed Form of Adequate Assurance of Payment, (II) Establishing Procedures for Resolving Objections by Utility Companies, (III) Prohibiting Utility Companies from Altering, Refusing or Discontinuing Services, and (IV) Granting Related Relief* [Docket No. 4] (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court"). A proposed form of order approving the Motion on a final basis was attached to the Motion as Exhibit B (the "Proposed Final Order").

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

2. On August 20, 2026, the Court entered an order approving the Motion on an interim basis [Docket No. 55] (the "Interim Order"). Pursuant to the Interim Order, any objections or responses to entry of the Proposed Final Order were to be filed and served by September 9, 2026 at 4:00 p.m. (ET) (as may have been extended by the Debtors for any party, the "Objection Deadline").

3. Prior to the Objection Deadline, the Debtors received informal comments to the Proposed Final Order from the Official Committee of Unsecured Creditors (the "Committee"), the DIP Agent and Prepetition ABL Agent, and the Prepetition Term Loan Agent and Prepetition Term Loan Lenders, and the Office of the United States Trustee. No other formal or informal responses or objections to the Proposed Final Order were received.

4. Following discussions with the Committee, the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Office of the United States Trustee,[2] the Debtors have agreed to a revised form of order (the "Revised Proposed Final Order"), a copy of which is attached hereto as **Exhibit A**, which resolves the comments of the Committee, the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Office of the United States Trustee. For the convenience of the Court and other interested parties, a blackline comparing the Revised Proposed Final Order against the Proposed Final Order is attached hereto as **Exhibit B**.

5. The Committee, the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Office of the United States Trustee have no objection to the entry of

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65].

the Revised Proposed Final Order. As no other objection or responses to the Motion or the Proposed Final Order have been received, the Debtors respectfully request that the Revised Proposed Final Order be entered at the earliest convenience of the Court.

Dated: September 14, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

Justin R. Alberto (No. 5126)
Stacy L. Newman (No. 5044)
Carol E. Thompson (No. 6936)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
Email: jalberto@coleschotz.com
snewman@coleschotz.com
cthompson@coleschotz.com

Seth Van Aalten (admitted *pro hac vice*)
Sarah A. Carnes (admitted *pro hac vice*)
Michael A. Solimani (admitted *pro hac vice*)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
Email: svanaalten@coleschotz.com
scarnes@coleschotz.com
msolimani@coleschotz.com

Proposed Counsel for Debtors and Debtors in Possession

Exhibit A

Revised Proposed Final Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (CTG)
Debtors.[1]	(Jointly Administered)
	Re: Docket Nos. 4, 55

FINAL ORDER (I) APPROVING DEBTORS' PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT, (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY COMPANIES, (III) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING OR DISCONTINUING SERVICE, AND (IV) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order") approving the Debtors' proposed form of adequate assurance of postpetition payment to the Utility Companies, (ii) establishing Adequate Assurance Procedures for resolving any objection by the Utility Companies relating to the Proposed Adequate Assurance, (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing service to, or discriminating against, the

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); Bamboo Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, or the *Debtors' Motion for Entry of Interim and Final Orders 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 17], as applicable.

Debtors solely on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance, and (iv) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.

2. The Proposed Adequate Assurance constitutes "adequate assurance of payment" for purposes of section 366 of the Bankruptcy Code.

3. To the extent a Utility Company seeks additional adequate assurance, it must comply with the following Adequate Assurance Procedures:

a) Except as provided by the Adequate Assurance Procedures, the Utility Companies will be prohibited from: (i) altering, refusing, or discontinuing services to, or discriminating against, the Debtors on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance; or (ii) requiring the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than the funding of the Utility Deposit.

b) Within 48 hours after entry of the Interim Order,[3] the Debtors will mail a copy of the Motion and Interim Order to the Utility Companies on the Utility Company List.

c) If a Utility Company is not satisfied with the Proposed Adequate Assurance and seeks additional adequate assurance of payment, it must serve a written request for additional adequate assurance (an "Additional Assurance Request") upon: (i) the Debtors, BFG Supply Co., LLC, 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512, Attn: Adam Zalav (azalev@reflectadvisors.com); (ii) proposed counsel for the Debtors, Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, Delaware 19801, Attn: Stacy L. Newman (snewman@coleschotz.com) and Carol E. Thompson (cthompson@coleschotz.com); (iii) counsel to the DIP Agent and Prepetition ABL Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com); (iv) counsel to the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, Proskauer Rose LLP, Eleven Times Square, New York, NY 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com); and (v) proposed counsel to the Official Committee of Unsecured Creditors, (a) Kelley Drye & Warren, LLP, World Trade Center, New York, New York 10007, Attn:, Eric Wilson (ewilson@kelleydrye.com), Maeghan McLoughlin (mmcloughlin@kelleydrye.com) and Jason Adams (jadams@kelleydrye.com); and (b) Raines Feldman Littrell, LLP, 84 N. Market Street Suite 805, Wilmington, Delaware, 19801, Attn: Matthew P. Milana (mmilana@raineslaw.com) and Jordan N. Kelly (jkelly@raineslaw.com) (collectively, the "Adequate Assurance Notice Parties").

[3] Local Rule 9013-1(m)(iv) requires service of first-day orders and the underlying first-day motions on affected parties within 48 hours of the entry of such first-day orders.

d) Each Additional Assurance Request must: (i) be made in writing; (ii) set forth the amount and form of additional assurance of payment requested; (iii) set forth the type of Utility Services, any account numbers, and the location(s) for which Utility Services are provided; (iv) include a summary of the Debtors' payment history to such Utility Company, including whether the Utility Company holds any deposits or other security, and if so, in what amount; (v) set forth why the Utility Company believes the Proposed Adequate Assurance is insufficient; and (vi) provide an email address to which the Debtors may respond to the Additional Assurance Request.

e) Upon the Debtors' receipt of an Additional Assurance Request, the Debtors will promptly negotiate with the requesting Utility Company to resolve such Utility Company's Additional Assurance Request.

f) Should the Debtors be unable to reach a resolution with respect to an Additional Assurance Request, the Debtors will, upon reasonable notice, calendar the matter (the "Determination Hearing") for the next regularly scheduled omnibus hearing to determine the adequacy of assurance of payment pursuant to section 366(c)(3) of the Bankruptcy Code.

g) Pending the Determination Hearing, the Utility Company that is the subject of the unresolved Additional Assurance Request is prohibited from altering, refusing, or discontinuing service to the Debtors on account of unpaid charges for prepetition services, the filing of the Chapter 11 Cases, or any objection (an "Objection") to the adequacy of the proposed Adequate Assurance.

h) Any Utility Company that does not serve an Additional Assurance Request in compliance with the procedures herein will be deemed to have received adequate assurance of payment that is satisfactory to such Utility Company within the meaning of section 366(c)(2) of the Bankruptcy Code, subject to each such Utility Company's right to seek a modification of adequate assurance under section 366(c)(3) of the Bankruptcy Code.

4. Except as the amount may be adjusted by application of the provisions of this Final Order and as set forth on Exhibit C attached to the Motion, Utility Deposits in the aggregate amount of $53,104 deposited in the Utility Deposit Account shall be held for the purpose of providing adequate assurance of payment to each Utility Company listed on Exhibit C attached to the Motion (the "Utility Company List") for its postpetition Utility Services provided to the Debtors.

5. The balance of the Utility Deposit Account may be adjusted by the Debtors, without further order of the Court, as follows: (a) to the extent no dispute over postpetition amounts due exists, the balance of the Utility Deposit Account may be reduced by the amount of a Utility

Deposit associated with any terminated utility account; (b) the balance of the Utility Deposit Account shall be increased to the extent a Utility Company is added to the Utility Company List; and (c) the balance of the Utility Deposit Account may be adjusted in accordance with the terms of any agreement with respect to adequate assurance of payment reached between a Debtor and the affected Utility Company; *provided, however*, that before the Debtors make any adjustment under subsection (a) of this paragraph with respect to a Utility Company, the Debtors shall provide at least ten (10) days' prior notice of such adjustment to the affected Utility Company and if such Utility Company disputes the proposed adjustment, the Debtors shall not be permitted to effectuate such adjustment absent further order of this Court or agreement by the parties.

6. The Debtors shall maintain the Utility Deposit Account until the earlier of the Court's entry of an order authorizing the return of the Utility Deposit Account to the Debtors, the effective date of a chapter 11 plan, or the date that an order is entered dismissing these Chapter 11 Cases.

7. No liens – prepetition, postpetition, debtor-in-possession, or otherwise – shall attach to the funds in the Utility Deposit Account until such time that the Utility Companies have been paid in full.

8. The Debtors are authorized, in their sole discretion, to amend the Utility Company List to add or remove any Utility Company and this Final Order and the Adequate Assurance Procedures shall apply to any such Subsequently Identified Utility Company that is added to such list, *provided, however*, that to the extent that a Subsequently Identified Utility Company is added to the Utility Company List, the Debtors shall: (i) file a copy of any such amendment and serve a copy of the Motion, the Interim Order, and this Final Order on any Subsequently Identified Utility Company, along with an amended Utility Company List; and (ii) increase the amount of the Utility

Deposit Account by an amount equal to the cost of two weeks of Utility Services provided by each such Subsequently Identified Utility Company. Such Subsequently Identified Utility Company shall be permitted to make an Additional Assurance Request in compliance with the Adequate Assurance Procedures after it receives notice of the Motion

9. Pending resolution of any Adequate Assurance Request, Objection or Determination Hearing, the Utility Companies are prohibited from (a) discriminating against the Debtors, (b) altering, refusing, or discontinuing service to the Debtors, or (c) requiring payment of a deposit or receipt or any other security for continued service other than the Utility Deposit, on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance. The Utility Companies are further prohibited from drawing upon any existing security deposit, surety bond, or other form of security to secure future payment for Utility Services, absent further order of this Court.

10. For the avoidance of doubt, the terms of this Final Order, including the Adequate Assurance Procedures, shall apply to each Utility Company, notwithstanding any customary business practices, policies, internal operating procedures, or state or local laws or regulations to the contrary. Any Utility Company that believes its customary business practices, policies, internal operating procedures, or state or local laws or regulations forbid it from accepting the Proposed Adequate Assurance or entitle it to additional adequate assurance shall make an Additional Assurance Request in accordance with this Final Order.

11. Nothing herein constitutes a finding that any entity is or is not a Utility Company hereunder or a "utility" within the meaning of section 366 of the Bankruptcy Code, whether or not such entity is listed on the Utility Company List.

12. Notwithstanding the relief granted in this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of the *Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Final Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

13. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order) is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, or basis for, any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability,

or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

14. Notwithstanding Bankruptcy Rule 6004(h), this Final Order shall be effective and enforceable immediately upon entry hereof.

15. The Debtors are authorized to take all actions necessary to implement the relief granted in this Final Order.

16. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Exhibit B

Blackline

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (CTG)
Debtors.[1]	(Jointly Administered)
	Re: Docket Nos. 4, 55

FINAL ORDER (I) APPROVING DEBTORS' PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT, (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY COMPANIES, (III) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING OR DISCONTINUING SERVICE, AND (IV) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order") approving the Debtors' proposed form of adequate assurance of postpetition payment to the Utility Companies, (ii) establishing Adequate Assurance Procedures for resolving any objection by the Utility Companies relating to the Proposed Adequate Assurance, (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing service to, or discriminating against, the

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); Bamboo Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, or the *Debtors' Motion for Entry of Interim and Final Orders 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 17], as applicable.

Debtors solely on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance, and (iv) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.

2. The Proposed Adequate Assurance constitutes "adequate assurance of payment" for purposes of section 366 of the Bankruptcy Code.

3. To the extent a Utility Company seeks additional adequate assurance, it must comply with the following Adequate Assurance Procedures:

a) Except as provided by the Adequate Assurance Procedures, the Utility Companies will be prohibited from: (i) altering, refusing, or discontinuing services to, or discriminating against, the Debtors on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance; or (ii) requiring the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than the funding of the Utility Deposit.

b) Within 48 hours after entry of the Interim Order,[3] the Debtors will mail a copy of the Motion and Interim Order to the Utility Companies on the Utility Company List.

c) If a Utility Company is not satisfied with the Proposed Adequate Assurance and seeks additional adequate assurance of payment, it must serve a written request for additional adequate assurance (an "Additional Assurance Request") upon: (i) the Debtors, BFG Supply Co., LLC, 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512, Attn: Adam Zalav (azalev@reflectadvisors.com); (ii) proposed counsel for the Debtors, Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, Delaware 19801, Attn: Stacy L. Newman (snewman@coleschotz.com) and Carol E. Thompson (cthompson@coleschotz.com); (iii) counsel to the DIP Agent and Prepetition ABL Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com); (iv) counsel to the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, Proskauer Rose LLP, Eleven Times Square, New York, NY 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com); and (v) proposed counsel to ~~any statutory~~ the Official ~~e~~Committee ~~appointed in the Chapter 11 Cases~~of Unsecured Creditors, (a) Kelley Drye & Warren, LLP, World Trade Center, New York, New York 10007, Attn:, Eric Wilson (ewilson@kelleydrye.com), Maeghan McLoughlin (mmcloughlin@kelleydrye.com) and Jason Adams (jadams@kelleydrye.com); and (b) Raines Feldman Littrell, LLP, 84 N. Market Street Suite 805, Wilmington, Delaware, 19801, Attn: Matthew P. Milana (mmilana@raineslaw.com) and Jordan N. Kelly (jkelly@raineslaw.com) (collectively, the "Adequate Assurance Notice Parties").

[3] Local Rule 9013-1(m)(iv) requires service of first-day orders and the underlying first-day motions on affected parties within 48 hours of the entry of such first-day orders.

d) Each Additional Assurance Request must: (i) be made in writing; (ii) set forth the amount and form of additional assurance of payment requested; (iii) set forth the type of Utility Services, any account numbers, and the location(s) for which Utility Services are provided; (iv) include a summary of the Debtors' payment history to such Utility Company, including whether the Utility Company holds any deposits or other security, and if so, in what amount; (v) set forth why the Utility Company believes the Proposed Adequate Assurance is insufficient; and (vi) provide an email address to which the Debtors may respond to the Additional Assurance Request.

e) Upon the Debtors' receipt of an Additional Assurance Request, the Debtors will promptly negotiate with the requesting Utility Company to resolve such Utility Company's Additional Assurance Request.

f) Should the Debtors be unable to reach a resolution with respect to an Additional Assurance Request, the Debtors will, upon reasonable notice, calendar the matter (the "Determination Hearing") for the next regularly scheduled omnibus hearing to determine the adequacy of assurance of payment pursuant to section 366(c)(3) of the Bankruptcy Code.

g) Pending the Determination Hearing, the Utility Company that is the subject of the unresolved Additional Assurance Request is prohibited from altering, refusing, or discontinuing service to the Debtors on account of unpaid charges for prepetition services, the filing of the Chapter 11 Cases, or any objection (an "Objection") to the adequacy of the proposed Adequate Assurance.

h) Any Utility Company that does not serve an Additional Assurance Request in compliance with the procedures herein will be deemed to have received adequate assurance of payment that is satisfactory to such Utility Company within the meaning of section 366(c)(2) of the Bankruptcy Code, subject to each such Utility Company's right to seek a modification of adequate assurance under section 366(c)(3) of the Bankruptcy Code.

4. Except as the amount may be adjusted by application of the provisions of this Final Order and as set forth on Exhibit C attached to the Motion, Utility Deposits in the aggregate amount of $53,104 deposited in the Utility Deposit Account shall be held for the purpose of providing adequate assurance of payment to each Utility Company listed on Exhibit C attached to the Motion (the "Utility Company List") for its postpetition Utility Services provided to the Debtors.

5. The balance of the Utility Deposit Account may be adjusted by the Debtors, without further order of the Court, as follows: (a) to the extent no dispute over postpetition amounts due exists, the balance of the Utility Deposit Account may be reduced by the amount of a Utility

Deposit associated with any terminated utility account; (b) the balance of the Utility Deposit Account shall be increased to the extent a Utility Company is added to the Utility Company List; and (c) the balance of the Utility Deposit Account may be adjusted in accordance with the terms of any agreement with respect to adequate assurance of payment reached between a Debtor and the affected Utility Company; *provided, however*, that before the Debtors make any adjustment under subsection (a) of this paragraph with respect to a Utility Company, the Debtors shall provide at least ten (10) days' prior notice of such adjustment to the affected Utility Company and if such Utility Company disputes the proposed adjustment, the Debtors shall not be permitted to effectuate such adjustment absent further order of this Court or agreement by the parties.

6. The Debtors shall maintain the Utility Deposit Account until the earlier of the Court's entry of an order authorizing the return of the Utility Deposit Account to the Debtors, the effective date of a chapter 11 plan, or the date that an order is entered dismissing these Chapter 11 Cases.

7. No liens – prepetition, postpetition, debtor-in-possession, or otherwise – shall attach to the funds in the Utility Deposit Account until such time that the Utility Companies have been paid in full.

8. The Debtors are authorized, in their sole discretion, to amend the Utility Company List to add or remove any Utility Company and this Final Order and the Adequate Assurance Procedures shall apply to any such Subsequently Identified Utility Company that is added to such list, *provided, however*, that to the extent that a Subsequently Identified Utility Company is added to the Utility Company List, the Debtors shall: (i) file a copy of any such amendment and serve a copy of the Motion, the Interim Order, and this Final Order on any Subsequently Identified Utility Company, along with an amended Utility Company List; and (ii) increase the amount of the Utility

Deposit Account by an amount equal to the cost of two weeks of Utility Services provided by each such Subsequently Identified Utility Company. Such Subsequently Identified Utility Company shall be permitted to make an Additional Assurance Request in compliance with the Adequate Assurance Procedures after it receives notice of the Motion

9. Pending resolution of any Adequate Assurance Request, Objection or Determination Hearing, the Utility Companies are prohibited from (a) discriminating against the Debtors, (b) altering, refusing, or discontinuing service to the Debtors, or (c) requiring payment of a deposit or receipt or any other security for continued service other than the Utility Deposit, on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance. The Utility Companies are further prohibited from drawing upon any existing security deposit, surety bond, or other form of security to secure future payment for Utility Services, absent further order of this Court.

10. For the avoidance of doubt, the terms of this Final Order, including the Adequate Assurance Procedures, shall apply to each Utility Company, notwithstanding any customary business practices, policies, internal operating procedures, or state or local laws or regulations to the contrary. Any Utility Company that believes its customary business practices, policies, internal operating procedures, or state or local laws or regulations forbid it from accepting the Proposed Adequate Assurance or entitle it to additional adequate assurance shall make an Additional Assurance Request in accordance with this Final Order.

11. Nothing herein constitutes a finding that any entity is or is not a Utility Company hereunder or a "utility" within the meaning of section 366 of the Bankruptcy Code, whether or not such entity is listed on the Utility Company List.

12. Notwithstanding the relief granted in this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of the *Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Final Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

13. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order) is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, or basis for, any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability,

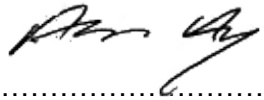
or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

14. Notwithstanding Bankruptcy Rule 6004(h), this Final Order shall be effective and enforceable immediately upon entry hereof.

15. The Debtors are authorized to take all actions necessary to implement the relief granted in this Final Order.

16. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

This is Exhibit “G” referred to in the affidavit of Joshua Gordon, sworn September 15, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



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A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (CTG)
Debtors.[1]	(Jointly Administered)
	Re: Docket Nos. 8, 61

FINAL ORDER (I) AUTHORIZING THE PAYMENT OF CERTAIN TAXES AND FEES AND (II) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order") authorizing, but not directing, the Debtors to (i) to pay certain prepetition taxes and fees and related obligations that are payable to certain local, state, and federal taxing and regulatory authorities (the "Authorities"); and (ii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, or the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65], as applicable.

from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.

2. The Debtors are authorized, but not directed, to: (a) negotiate, pay, and remit (or use tax credits to offset) or otherwise satisfy the Taxes and Fees (including corresponding Assessments) that arose or accrued prior to the Petition Date and that will become due and owing in the ordinary course of business during the pendency of the Chapter 11 Cases, at such time when the Taxes and Fees are payable; and (b) negotiate, pay, and remit (or use tax credits to offset) Taxes and Fees that arise or accrue in the ordinary course of business on a postpetition basis—including, for the avoidance of doubt, posting collateral (that is not collateral of the Prepetition Term Loan Agent or the Prepetition Term Loan Lenders without their prior written consent) or a

letter of credit in connection with any dispute related to the Audits or Assessments or paying any Taxes and Fees arising as a result of the Audits or Assessments (including, for the avoidance of doubt, with respect to kinds of Taxes and Fees otherwise addressed by the Wages Motion); *provided* that notwithstanding anything to the contrary herein or in the Motion, that in the event the Debtors make a payment with respect to any Taxes and Fees for the prepetition portion of any "straddle" amount, and this Court subsequently determines such amount was not entitled to priority or administrative treatment under sections 507(a)(8) or 503(b)(1)(B) of the Bankruptcy Code, the Debtors, or any other party in interest, including the Official Committee of Unsecured Creditors (the "Committee"), as may be applicable, may (but shall not be required to) seek an order from the Court requiring a return of such amounts. Further, in the event that the Debtors are negotiating any material tax liability, the Debtors shall consult in good faith with the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Committee, and the Debtors shall provide counsel for the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Committee with at least three (3) business days' advance written notice prior to posting any unencumbered collateral or letter of credit.

3. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Final Order shall create any rights in favor of, or enhance the status of any claim held by, any of the Authorities.

4. To the extent that the Debtors have overpaid any Taxes and Fees, the Debtors are authorized, but not directed, to seek a refund or credit.

5. The Debtors' right to contest the validity or priority of any Taxes and Fees on any grounds they deem appropriate are reserved and extend to the payment of Taxes and Fees relating to Audits that have been completed, are in progress, or arise from prepetition periods.

6. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order) is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, priority, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

7. Nothing in this Final Order shall be deemed to authorize the Debtors to pay any past-due taxes.

8. Notwithstanding the relief granted in this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of *the Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final

orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Final Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

9. The requirements of Bankruptcy Rule 6004(a) and the Local Rules with respect to notice of the Motion have been satisfied.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

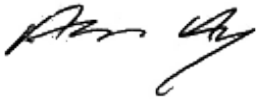
11. The Debtors are authorized, but not directed, to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

12. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Dated: September 14th, 2026
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

This is Exhibit “H” referred to in the affidavit of Joshua Gordon, sworn September 15, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



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A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11284 (CTG) (Jointly Administered) **Re. Docket Nos. 8 & 61**

CERTIFICATION OF COUNSEL REGARDING REVISED PROPOSED FINAL ORDER (I) AUTHORIZING THE PAYMENT OF CERTAIN TAXES AND FEES AND (II) GRANTING RELATED RELIEF

The undersigned proposed counsel for the debtors and debtors in possession in the above-captioned cases (the "Debtors"), hereby certifies as follows:

1. On August 18, 2026, the Debtors filed the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Payment of Certain Taxes and Fees And (II) Granting Related Relief* [Docket No. 8] (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court"). A proposed form of order approving the Motion on a final basis was attached to the Motion as Exhibit B (the "Proposed Final Order").

2. On August 20, 2026, the Court entered an order approving the Motion on an interim basis [Docket No. 61] (the "Interim Order"). Pursuant to the Interim Order, any objections or responses to entry of the Proposed Final Order were to be filed and served by September 9, 2026

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

at 4:00 p.m. (ET) (as may have been extended by the Debtors for any party, the "Objection Deadline").

3. Prior to the Objection Deadline, the Debtors received informal comments to the Proposed Final Order from the Official Committee of Unsecured Creditors (the "Committee"), the DIP Agent and Prepetition ABL Agent, and the Prepetition Term Loan Agent and Prepetition Term Loan Lenders, and the Office of the United States Trustee. No other formal or informal responses or objections to the Proposed Final Order were received.

4. Following discussions with the Committee, the DIP Agent and Prepetition ABL Agent, and the Prepetition Term Loan Secured Parties, and the Office of the United States Trustee,[2] the Debtors have agreed to a revised form of order (the "Revised Proposed Final Order"), a copy of which is attached hereto as **Exhibit A**, which resolves the comments of the Committee, the DIP Agent and Prepetition ABL Agent, and the Prepetition Term Loan Secured Parties. For the convenience of the Court and other interested parties, a blackline comparing the Revised Proposed Final Order against the Proposed Final Order is attached hereto as **Exhibit B**.

5. The Committee, the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Office of the United States Trustee have no objection to the entry of the Revised Proposed Final Order. As no other objection or responses to the Motion or the Proposed Final Order have been received, the Debtors respectfully request that the Revised Proposed Final Order be entered at the earliest convenience of the Court.

[*Remainder of Page Intentionally Left Blank*]

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65].

Dated: September 14, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

Justin R. Alberto (No. 5126)
Stacy L. Newman (No. 5044)
Carol E. Thompson (No. 6936)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
Email: jalberto@coleschotz.com
snewman@coleschotz.com
cthompson@coleschotz.com

Seth Van Aalten (admitted *pro hac vice*)
Sarah A. Carnes (admitted *pro hac vice*)
Michael A. Solimani (admitted *pro hac vice*)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
Email: svanaalten@coleschotz.com
scarnes@coleschotz.com
msolimani@coleschotz.com

Proposed Counsel for Debtors
and Debtors in Possession

Exhibit A

Revised Proposed Final Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (CTG)
Debtors.[1]	(Jointly Administered)
	Re: Docket Nos. 8, 61

FINAL ORDER (I) AUTHORIZING THE PAYMENT OF CERTAIN TAXES AND FEES AND (II) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order") authorizing, but not directing, the Debtors to (i) to pay certain prepetition taxes and fees and related obligations that are payable to certain local, state, and federal taxing and regulatory authorities (the "Authorities"); and (ii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, or the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65], as applicable.

from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.

2. The Debtors are authorized, but not directed, to: (a) negotiate, pay, and remit (or use tax credits to offset) or otherwise satisfy the Taxes and Fees (including corresponding Assessments) that arose or accrued prior to the Petition Date and that will become due and owing in the ordinary course of business during the pendency of the Chapter 11 Cases, at such time when the Taxes and Fees are payable; and (b) negotiate, pay, and remit (or use tax credits to offset) Taxes and Fees that arise or accrue in the ordinary course of business on a postpetition basis—including, for the avoidance of doubt, posting collateral (that is not collateral of the Prepetition Term Loan Agent or the Prepetition Term Loan Lenders without their prior written consent) or a

letter of credit in connection with any dispute related to the Audits or Assessments or paying any Taxes and Fees arising as a result of the Audits or Assessments (including, for the avoidance of doubt, with respect to kinds of Taxes and Fees otherwise addressed by the Wages Motion); *provided* that notwithstanding anything to the contrary herein or in the Motion, that in the event the Debtors make a payment with respect to any Taxes and Fees for the prepetition portion of any "straddle" amount, and this Court subsequently determines such amount was not entitled to priority or administrative treatment under sections 507(a)(8) or 503(b)(1)(B) of the Bankruptcy Code, the Debtors, or any other party in interest, including the Official Committee of Unsecured Creditors (the "Committee"), as may be applicable, may (but shall not be required to) seek an order from the Court requiring a return of such amounts. Further, in the event that the Debtors are negotiating any material tax liability, the Debtors shall consult in good faith with the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Committee, and the Debtors shall provide counsel for the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Committee with at least three (3) business days' advance written notice prior to posting any unencumbered collateral or letter of credit.

3. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Final Order shall create any rights in favor of, or enhance the status of any claim held by, any of the Authorities.

4. To the extent that the Debtors have overpaid any Taxes and Fees, the Debtors are authorized, but not directed, to seek a refund or credit.

5. The Debtors' right to contest the validity or priority of any Taxes and Fees on any grounds they deem appropriate are reserved and extend to the payment of Taxes and Fees relating to Audits that have been completed, are in progress, or arise from prepetition periods.

6. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order) is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, priority, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

7. Nothing in this Final Order shall be deemed to authorize the Debtors to pay any past-due taxes.

8. Notwithstanding the relief granted in this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of *the Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final

orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Final Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

9. The requirements of Bankruptcy Rule 6004(a) and the Local Rules with respect to notice of the Motion have been satisfied.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

11. The Debtors are authorized, but not directed, to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

12. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Exhibit B

Blackline

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11284 (CTG) (Jointly Administered) **Re: Docket Nos. 8, 61**

FINAL ORDER (I) AUTHORIZING THE PAYMENT OF CERTAIN TAXES AND FEES AND (II) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order") authorizing, but not directing, the Debtors to (i) to pay certain prepetition taxes and fees and related obligations that are payable to certain local, state, and federal taxing and regulatory authorities (the "Authorities"); and (ii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, or the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65], as applicable.

from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.

2. The Debtors are authorized, but not directed, to: (a) negotiate, pay, and remit (or use tax credits to offset) or otherwise satisfy the Taxes and Fees (including corresponding Assessments) that arose or accrued prior to the Petition Date and that will become due and owing in the ordinary course of business during the pendency of the Chapter 11 Cases, at such time when the Taxes and Fees are payable; and (b) negotiate, pay, and remit (or use tax credits to offset) Taxes and Fees that arise or accrue in the ordinary course of business on a postpetition basis—including, for the avoidance of doubt, posting collateral (that is not collateral of the Prepetition Term Loan Agent or the Prepetition Term Loan Lenders without their prior written consent) or a

letter of credit in connection with any dispute related to the Audits or Assessments or paying any Taxes and Fees arising as a result of the Audits or Assessments (including, for the avoidance of doubt, with respect to kinds of Taxes and Fees otherwise addressed by the Wages Motion); *provided* that notwithstanding anything to the contrary herein or in the Motion, that in the event the Debtors make a payment with respect to any Taxes and Fees for the prepetition portion of any "straddle" amount, and this Court subsequently determines such amount was not entitled to priority or administrative treatment under sections 507(a)(8) or 503(b)(1)(B) of the Bankruptcy Code, the Debtors, or any other party in interest, including the Official Committee of Unsecured Creditors (the "Committee"), as may be applicable, may (but shall not be required to) seek an order from the Court requiring a return of such amounts. Further, in the event that the Debtors are negotiating any material tax liability, the Debtors shall consult in good faith with the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Committee, and the Debtors shall provide counsel for the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Committee with at least three (3) business days' advance written notice prior to posting any unencumbered collateral or letter of credit.

3. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Final Order shall create any rights in favor of, or enhance the status of any claim held by, any of the Authorities.

4. To the extent that the Debtors have overpaid any Taxes and Fees, the Debtors are authorized, but not directed, to seek a refund or credit.

5. The Debtors' right to contest the validity or priority of any Taxes and Fees on any grounds they deem appropriate are reserved and extend to the payment of Taxes and Fees relating to Audits that have been completed, are in progress, or arise from prepetition periods.

6. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order) is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, priority, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

7. Nothing in this Final Order shall be deemed to authorize the Debtors to pay any past-due taxes.

8. Notwithstanding the relief granted in this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of *the Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final

orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Final Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

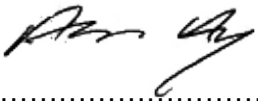
9. The requirements of Bankruptcy Rule 6004(a) and the Local Rules with respect to notice of the Motion have been satisfied.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

11. The Debtors are authorized, but not directed, to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

12. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

This is Exhibit “I” referred to in the affidavit of Joshua Gordon, sworn September 15, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



……...
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11284 (CTG) (Jointly Administered) **Re: Docket Nos. 7, 60**

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) MAINTAIN INSURANCE AND SURETY COVERAGE AND LETTER OF CREDIT ENTERED INTO PREPETITION AND SATISFY PREPETITION OBLIGATIONS RELATED THERETO, (B) RENEW, AMEND, SUPPLEMENT, EXTEND, OR PURCHASE INSURANCE POLICIES, SURETY BONDS, AND LETTERS OF CREDIT, AND (C) CONTINUE TO PAY BROKER FEES, AND (II) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order") (i) authorizing, but not directing, the Debtors to (a) maintain coverage under the Insurance Policies, Surety Bond, and Letter of Credit and pay any related obligations, (b) renew, amend, supplement, extend, or purchase insurance, surety coverage, and letters of credit in the ordinary course of

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, or the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65], as applicable.

business and consistent with prepetition practice, and (c) continue to pay certain broker fees; and (ii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.

2. The Debtors shall serve a copy of this Final Order on each Insurance Carrier listed in **Exhibit C** attached to the Motion within two (2) business days after entry of this Final Order

3. The Debtors are authorized, but not directed, in the ordinary course of business, to: (a) continue and maintain the Insurance Policies, Surety Bond, and Letter of Credit and pay any

related prepetition or postpetition amounts or obligations, including any prepetition or postpetition obligations related to the Insurance Policies, Insurance Brokerage Fees, and any other related expenses; and (b) renew, amend, supplement, extend, or purchase insurance policies, in each case, to the extent that the Debtors determine that such action is in the best interests of their estates.

4. The Debtors are authorized, but not directed, to pay any prepetition or postpetition obligations on account of the Deductibles or the SIRs in the ordinary course of business and consistent with prepetition practice.

5. Notwithstanding anything to the contrary herein, the Debtors shall provide counsel to the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the official committee of unsecured creditors appointed in these Chapter 11 Cases with (a) prompt written notice, within five (5) days, of any renewal, amendment, supplement, extension, or purchase of insurance coverage, Surety Bond, or Letter of Credit that results in an increase in premium, coverage limit, or collateral obligation; and (b) upon written request reasonably prompt access to documentation supporting any payment made on account of the Deductibles or SIRs.

6. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

7. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order) is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, or basis for, any claim against the Debtors under the Bankruptcy Code or other

applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

8. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of the Chapter 11 Cases with respect to prepetition amounts owed in connection with the relief granted herein.

9. Notwithstanding the relief granted in this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of the *Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is

intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Final Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

10. Notwithstanding Bankruptcy Rule 6004(h), this Final Order shall be effective and enforceable immediately upon entry hereof.

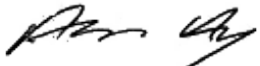
11. The Debtors are authorized to take all actions necessary to implement the relief granted in this Final Order.

12. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Dated: September 14th, 2026
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

This is Exhibit “J” referred to in the affidavit of Joshua Gordon, sworn September 15, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



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A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11284 (CTG) (Jointly Administered) **Ref. Docket Nos. 7 & 60**

CERTIFICATION OF COUNSEL REGARDING REVISED PROPOSED FINAL ORDER (I) AUTHORIZING THE PAYMENT OF CERTAIN TAXES AND FEES AND (II) GRANTING RELATED RELIEF

The undersigned proposed counsel for the debtors and debtors in possession in the above-captioned cases (the "Debtors"), hereby certifies as follows:

1. On August 18, 2026, the Debtors filed the *Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage and Letter of Credit Entered Into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies, Surety Bonds, and Letters of Credit, and (C) Continue to Pay Broker Fees, and (II) Granting Related Relief* [Docket No. 7] (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court"). A proposed form of order approving the Motion on a final basis was attached to the Motion as Exhibit B (the "Proposed Final Order").

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

2. On August 20, 2026, the Court entered an order approving the Motion on an interim basis [Docket No. 60] (the "Interim Order"). Pursuant to the Interim Order, any objections or responses to entry of the Proposed Final Order were to be filed and served by September 9, 2026 at 4:00 p.m. (ET) (as may have been extended by the Debtors for any party, the "Objection Deadline").

3. Prior to the Objection Deadline, the Debtors received informal comments to the Proposed Final Order from the Official Committee of Unsecured Creditors (the "Committee"), the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Agent and Prepetition Term Loan Lenders, and the Office of the United States Trustee. No other formal or informal responses or objections to the Proposed Final Order were received.

4. Following discussions with the Committee, the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Office of the United States Trustee,[2] the Debtors have agreed to a revised form of order (the "Revised Proposed Final Order"), a copy of which is attached hereto as **Exhibit A**, which resolves the comments of the Committee, the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Office of the United States Trustee. For the convenience of the Court and other interested parties, a blackline comparing the Revised Proposed Final Order against the Proposed Final Order is attached hereto as **Exhibit B**.

5. The Committee, the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Office of the United States Trustee have no objections to the entry

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65].

of the Revised Proposed Final Order. As no other objection or responses to the Motion or the Proposed Final Order have been received, the Debtors respectfully request that the Revised Proposed Final Order be entered at the earliest convenience of the Court.

Dated: September 14, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

Justin R. Alberto (No. 5126)
Stacy L. Newman (No. 5044)
Carol E. Thompson (No. 6936)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
Email: jalberto@coleschotz.com
snewman@coleschotz.com
cthompson@coleschotz.com

Seth Van Aalten (admitted *pro hac vice*)
Sarah A. Carnes (admitted *pro hac vice*)
Michael A. Solimani (admitted *pro hac vice*)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
Email: svanaalten@coleschotz.com
scarnes@coleschotz.com
msolimani@coleschotz.com

Proposed Counsel for Debtors
and Debtors in Possession

Exhibit A

Revised Proposed Final Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11284 (CTG) (Jointly Administered) **Re: Docket Nos. 7, 60**

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) MAINTAIN INSURANCE AND SURETY COVERAGE AND LETTER OF CREDIT ENTERED INTO PREPETITION AND SATISFY PREPETITION OBLIGATIONS RELATED THERETO, (B) RENEW, AMEND, SUPPLEMENT, EXTEND, OR PURCHASE INSURANCE POLICIES, SURETY BONDS, AND LETTERS OF CREDIT, AND (C) CONTINUE TO PAY BROKER FEES, AND (II) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order") (i) authorizing, but not directing, the Debtors to (a) maintain coverage under the Insurance Policies, Surety Bond, and Letter of Credit and pay any related obligations, (b) renew, amend, supplement, extend, or purchase insurance, surety coverage, and letters of credit in the ordinary course of

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, or the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65], as applicable.

business and consistent with prepetition practice, and (c) continue to pay certain broker fees; and (ii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.

2. The Debtors shall serve a copy of this Final Order on each Insurance Carrier listed in **Exhibit C** attached to the Motion within two (2) business days after entry of this Final Order

3. The Debtors are authorized, but not directed, in the ordinary course of business, to: (a) continue and maintain the Insurance Policies, Surety Bond, and Letter of Credit and pay any

related prepetition or postpetition amounts or obligations, including any prepetition or postpetition obligations related to the Insurance Policies, Insurance Brokerage Fees, and any other related expenses; and (b) renew, amend, supplement, extend, or purchase insurance policies, in each case, to the extent that the Debtors determine that such action is in the best interests of their estates.

4. The Debtors are authorized, but not directed, to pay any prepetition or postpetition obligations on account of the Deductibles or the SIRs in the ordinary course of business and consistent with prepetition practice.

5. Notwithstanding anything to the contrary herein, the Debtors shall provide counsel to the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the official committee of unsecured creditors appointed in these Chapter 11 Cases with (a) prompt written notice, within five (5) days, of any renewal, amendment, supplement, extension, or purchase of insurance coverage, Surety Bond, or Letter of Credit that results in an increase in premium, coverage limit, or collateral obligation; and (b) upon written request reasonably prompt access to documentation supporting any payment made on account of the Deductibles or SIRs.

6. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

7. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order) is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, or basis for, any claim against the Debtors under the Bankruptcy Code or other

applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

8. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of the Chapter 11 Cases with respect to prepetition amounts owed in connection with the relief granted herein.

9. Notwithstanding the relief granted in this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of the *Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is

intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Final Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

10. Notwithstanding Bankruptcy Rule 6004(h), this Final Order shall be effective and enforceable immediately upon entry hereof.

11. The Debtors are authorized to take all actions necessary to implement the relief granted in this Final Order.

12. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Exhibit B

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11284 (CTG) (Jointly Administered) **Re: Docket Nos. 7, 60**

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) MAINTAIN INSURANCE AND SURETY COVERAGE AND LETTER OF CREDIT ENTERED INTO PREPETITION AND SATISFY PREPETITION OBLIGATIONS RELATED THERETO, (B) RENEW, AMEND, SUPPLEMENT, EXTEND, OR PURCHASE INSURANCE POLICIES, SURETY BONDS, AND LETTERS OF CREDIT, AND (C) CONTINUE TO PAY BROKER FEES, AND (II) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order") (i) authorizing, but not directing, the Debtors to (a) maintain coverage under the Insurance Policies, Surety Bond, and Letter of Credit and pay any related obligations, (b) renew, amend, supplement, extend, or purchase insurance, surety coverage, and letters of credit in the ordinary course of

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, or the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65], as applicable.

business and consistent with prepetition practice, and (c) continue to pay certain broker fees; and (ii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.

2. The Debtors shall serve a copy of this Final Order on each Insurance Carrier listed in **Exhibit C** attached to the Motion within two (2) business days after entry of this Final Order

3. The Debtors are authorized, but not directed, in the ordinary course of business, to: (a) continue and maintain the Insurance Policies, Surety Bond, and Letter of Credit and pay any

related prepetition or postpetition amounts or obligations, including any prepetition or postpetition obligations related to the Insurance Policies, Insurance Brokerage Fees, and any other related expenses; and (b) renew, amend, supplement, extend, or purchase insurance policies, in each case, to the extent that the Debtors determine that such action is in the best interests of their estates.

4. The Debtors are authorized, but not directed, to pay any prepetition or postpetition obligations on account of the Deductibles or the SIRs in the ordinary course of business and consistent with prepetition practice.

5. Notwithstanding anything to the contrary herein, the Debtors shall provide counsel to the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the official committee of unsecured creditors appointed in these Chapter 11 Cases with (a) prompt written notice, within five (5) days, of any renewal, amendment, supplement, extension, or purchase of insurance coverage, Surety Bond, or Letter of Credit that results in an increase in premium, coverage limit, or collateral obligation; and (b) upon written request reasonably prompt access to documentation supporting any payment made on account of the Deductibles or SIRs.

6. ~~5.~~The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

7. ~~6.~~Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order) is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, or basis for, any claim against the Debtors under the Bankruptcy Code or other

applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

8. ~~7.~~The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of the Chapter 11 Cases with respect to prepetition amounts owed in connection with the relief granted herein.

9. ~~8.~~Notwithstanding the relief granted in this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of the *Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is

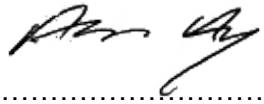
intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Final Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

10. ~~9.~~Notwithstanding Bankruptcy Rule 6004(h), this Final Order shall be effective and enforceable immediately upon entry hereof.

11. ~~10.~~The Debtors are authorized to take all actions necessary to implement the relief granted in this Final Order.

12. ~~11.~~This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

This is Exhibit “K” referred to in the affidavit of Joshua Gordon, sworn September 15, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



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A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (___)
Debtors.[1]	(Joint Administration Requested)
	Re: Docket No. 12

FINAL ORDER (A) AUTHORIZING, BUT NOT DIRECTING, THE DEBTORS TO (I) PAY PREPETITION WAGES, COMPENSATION, EMPLOYEE BENEFITS, AND OTHER EMPLOYEE OBLIGATIONS, (II) CONTINUE CERTAIN EMPLOYEE BENEFIT PROGRAMS IN THE ORDINARY COURSE, (B) AUTHORIZING ALL BANKS TO HONOR PREPETITION CHECKS FOR PAYMENT OF PREPETITION EMPLOYEE OBLIGATIONS, AND (C) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of a final order (this "Final Order"), (i) authorizing, but not directing, the Debtors to (a) pay prepetition wages, compensation, employee benefits and other employee obligations, (b) continue certain employee benefit programs in the ordinary course, (ii) authorizing all banks to honor prepetition checks for payment of prepetition employee obligations, and (iii) granting other related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. §

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors, LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

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

1. The Motion is granted on a final basis as set forth herein.

2. The Debtors are authorized, but not directed, to pay and honor, in their discretion, the prepetition Employee Obligations, in an aggregate amount not to exceed $1,937,715.74, as follows:

Employee Obligations	Final Amount
Compensation Obligations	
Wages	**$642,664.36**
Commissions	**$28,907.15**
Payroll Processing Fees	**$6,500**
Withholdings	**$45,000**
Independent Contractor Obligations	**$14,000**
Paid Time Off	

PTO and Holidays	**$844,274.51**
Other Time Off Policies	**$5,000**
Reimbursable Expenses & Corporate Cards	**$212,000**
Health and Welfare Programs	
Health Insurance Benefits	**$37,092.27**
HSA Employer Contributions	**$10,000**
Disability and Life Benefits	**$4,750**
Employee Assistance Program	**$0.00**
Voluntary Benefits Remittance Obligations	**$3,400**
Workers' Compensation Program	**$56,325.26**
401(k) Plan	**$26,000**
RRSP	**$1,802.19**
Total:	**$1,937,715.74**

3. Notwithstanding the foregoing, the Debtors shall not make any payments on account of prepetition Employee Obligations in excess of the limits provided for under sections 507(a)(4) or 507(a)(5) of the Bankruptcy Code, unless applicable state or foreign law requires payments upon termination of an Employee that, in combination with the other payments authorized by this Final Order, would exceed the limits of sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code.

4. The Debtors are authorized, but not directed, in their discretion, to honor and continue the Employee Programs that were in effect as of the Petition Date; *provided*, *however*, that such relief shall not constitute or be deemed an assumption or an authorization to assume any of such Employee Programs under section 365(a) of the Bankruptcy Code.

5. Nothing herein shall be deemed to authorize the payment of any amounts that would violate or implicate section 503(c) of the Bankruptcy Code.

6. The Debtors' bank and other financial institutions shall be and hereby are authorized to receive, process, honor and pay all prepetition and postpetition checks and fund transfers on account of the Employee Obligations that had not been honored and paid as of the Petition Date, up to the amounts authorized to be paid pursuant to this Final Order, provided that

sufficient funds are on deposit in the applicable accounts to cover such payments. The Debtors shall be and hereby are authorized to issue new postpetition checks or effect new postpetition fund transfers on account of the Employee Obligations to replace any prepetition checks or fund transfer requests that may be dishonored or rejected.

7. Pursuant to section 362(d) of the Bankruptcy Code, the automatic stay is modified solely to the extent necessary to allow Employees to proceed with their claims under the Workers' Compensation Program in the appropriate judicial or administrative forum, and Employees are authorized to so proceed. The Debtors are authorized, but not directed, to continue the Workers' Compensation Program and pay all prepetition amounts relating thereto in the ordinary course of business. The modification of the automatic stay set forth in this paragraph pertains solely to claims under the Workers' Compensation Program.

8. The Debtors may pay any and all Withholdings, including social security, FICA, federal, state and foreign income taxes, garnishments, health care payments, retirement fund withholding and other types of withholding, whether these relate to the period prior to Petition Date or subsequent thereto.

9. The Debtors are authorized, but not directed, in their discretion, to pay all processing fees associated with, and all costs incident to, the foregoing, including, but not limited to, the Payroll Processor Fees.

10. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the validity of any prepetition claim against the Debtors; (b) a waiver of any party's right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this

Final Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to Bankruptcy Code section 365; or (f) a waiver of any party's rights under the Bankruptcy Code or any other applicable law.

11. Notwithstanding the relief granted in this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of *the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Final Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

12. All objections to entry of this Final Order, to the extent not withdrawn or settled, are overruled.

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

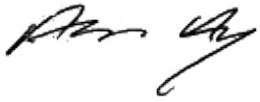
14. This Final Order shall be immediately effective and enforceable upon its entry. The 14-day stay imposed by Bankruptcy Rule 6004(h) is hereby waived.

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

Dated: September 14th, 2026
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

This is Exhibit “L” referred to in the affidavit of Joshua Gordon, sworn September 15, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



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A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (CTG)
Debtors.[1]	(Jointly Administered)
	Related Docket No. 12

CERTIFICATE OF NO OBJECTION REGARDING DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (A) AUTHORIZING, BUT NOT DIRECTING, THE DEBTORS TO (I) PAY PREPETITION WAGES, COMPENSATION, EMPLOYEE BENEFITS, AND OTHER EMPLOYEE OBLIGATIONS, (II) CONTINUE CERTAIN EMPLOYEE BENEFIT PROGRAMS IN THE ORDINARY COURSE, (B) AUTHORIZING ALL BANKS TO HONOR PREPETITION CHECKS FOR PAYMENT OF PREPETITION EMPLOYEE OBLIGATIONS, AND (C) GRANTING RELATED RELIEF

The undersigned hereby certifies that, as of the date hereof, he has received no answer, objection or other responsive pleading to the *Debtors' Motion for Entry of Interim and Final Orders (A) Authorizing, But Not Directing, the Debtors To (I) Pay Prepetition Wages, Compensation, Employee Benefits, and Other Employee Obligations, (II) Continue Certain Employee Benefit Programs in the Ordinary Course, (B) Authorizing All Banks to Honor Prepetition Checks for Payment of Prepetition Employee Obligations, and (C) Granting Related Relief* [Docket No. 12] (the "Motion") filed on August 18, 2026 with the United States Bankruptcy Court for the District of Delaware (the "Court").

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

The undersigned further certifies that he has reviewed the Court's docket in this case and no answer, objection or other responsive pleading to the Motion appears thereon. Objections to the Motion were to be filed and served no later than September 9, 2026 at 4:00 p.m. (ET) (as may have been extended by the Debtors for any party, the "Objection Deadline").

The Objection Deadline has passed and no objections appear on the docket or were served upon the undersigned counsel. It is hereby respectfully requested that the proposed order attached to the Motion be entered at the earliest convenience of the Court.

Dated: September 14, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

Justin R. Alberto (No. 5126)
Stacy L. Newman (No. 5044)
Carol E. Thompson (No. 6936)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
Email: jalberto@coleschotz.com
snewman@coleschotz.com
cthompson@coleschotz.com

Seth Van Aalten (admitted *pro hac vice*)
Sarah A. Carnes (admitted *pro hac vice*)
Michael A. Solimani (admitted *pro hac vice*)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
Email: svanaalten@coleschotz.com
scarnes@coleschotz.com
msolimani@coleschotz.com

Proposed Counsel for Debtors
and Debtors in Possession

This is Exhibit “M” referred to in the affidavit of Joshua Gordon, sworn September 15, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.

……...
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11284 (CTG) (Jointly Administered) **Re: Docket Nos. 13, 64**

SECOND INTERIM ORDER (I) AUTHORIZING CONTINUED (A) USE OF EXISTING CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, AND BUSINESS FORMS AND PAYMENT OF RELATED PREPETITION OBLIGATIONS AND (B) PERFORMANCE OF INTERCOMPANY TRANSACTIONS IN THE ORDINARY COURSE OF BUSINESS, (II) GRANTING A LIMITED WAIVER OF SECTION 345(B) DEPOSIT AND INVESTMENT REQUIREMENTS, AND (III) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a second interim order (this "Second Interim Order") (a) authorizing continued (i) use of the Debtors' existing Cash Management System, Bank Accounts, and Business Forms and payment of related prepetition obligations, (ii) performance of Intercompany Transactions and honoring certain related prepetition obligations, and (b) granting a waiver of thirty (30) days from the date of this Second Interim Order to come

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, or the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65], as applicable.

into compliance with section 345(b), all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.

2. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, the Debtors, in their discretion, subject to the terms and conditions of this Second Interim Order, are authorized, but not directed, to (a) designate, maintain, and continue to use any and all of their Bank Accounts in existence as of the Petition Date, with the same account numbers, including the accounts identified in Exhibit C to the Motion; (b) close existing accounts; and (c) treat the Bank Accounts for all

purposes as accounts of the Debtors in their capacity as debtors-in-possession; provided, however, that the Debtors are only authorized to open new bank accounts (i) after providing five (5) days advance notice to the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, the U.S. Trustee, and counsel to the Official Committee of Unsecured Creditors (the "Committee") appointed in these Chapter 11 Cases; (ii) with a bank that (a) is organized under the laws of the United States of America or any state thereof, (b) is insured by the FDIC or CDIC, and (c) has executed, or is willing to immediately execute, a Uniform Depository Agreement with the U.S. Trustee for the District of Delaware; and (iii) that are designated "Debtor-in-Possession" accounts by the relevant bank.

3. In each instance in which the Debtors hold an account at a Bank that is a party to a Uniform Depository Agreement with the U.S. Trustee, as soon as possible after the date of entry of this Second Interim Order, the Debtors shall (a) contact the Bank; (b) provide the Bank with each of the Debtors' employer identification numbers; and (c) identify each of their accounts held at the Bank as being held by a debtor-in-possession. For Banks at which the Debtors hold accounts that are not party to a Uniform Depository Agreement with the U.S. Trustee for the District of Delaware, the Debtors shall use their good-faith efforts to cause the Banks to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee within thirty (30) days of entry of this Second Interim Order. The U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned Banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

4. Notwithstanding the requirements of the U.S. Trustee Guidelines, except as expressly provided by separate order of the Court, the Debtors are not required to (a) close any or

all existing bank accounts and open new debtor-in-possession accounts or (b) establish specific bank accounts for tax payments or cash collateral.

5. Subject to the requirements for opening new accounts in paragraph 2 hereof, the relief granted in this Second Interim Order is extended to any new bank account opened by the Debtors after the date hereof and to the bank at which such account is opened.

6. The Bank Accounts are deemed debtor-in-possession accounts. The Debtors are authorized, but not directed, to maintain and use the Bank Accounts in the same manner and with the same account numbers, styles, and document forms as those employed prior to the Petition Date, including, without limitation (a) to deposit funds in, and withdraw funds from, the Bank Accounts by all usual means, including checks, wire transfers, automated clearinghouse ("ACH") transfers, drafts, electronic fund transfers, and other debits or items presented, issued, or drawn on the Bank Accounts; (b) to pay postpetition ordinary course bank fees and service fees in connection with the Bank Accounts; (c) to perform their obligations under the documents and agreements governing the Bank Accounts, including without limitation, any prepetition cash management agreements or treasury services agreements; and (d) to treat the Bank Accounts for all purposes as accounts of the Debtors in their capacities as debtors-in-possession.

7. The Banks are authorized without the need for further order of this Court to in the ordinary course of business (a) continue to administer, service, and maintain the Bank Accounts as such accounts were administered, serviced, and maintained prior to the Petition Date without interruption and in the ordinary course; (b) receive, process, honor, and pay any and all checks, drafts, wires, ACH transfers, electronic fund transfers, payment orders, or other items presented, issued, or drawn on the Bank Accounts; and (c) debit the Bank Accounts for (i) all undisputed prepetition bank and service fees outstanding as of the date hereof, if any, owed to the Banks for

the maintenance of the Cash Management System; (ii) all checks drawn on the Debtors' Bank Accounts which were cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; and (iii) all checks or other items deposited in one of the Debtors' Bank Accounts with such Bank prior to the Petition Date, which have not been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the applicable Debtor was responsible for such items prior to the Petition Date; provided, however, that checks, drafts, wires, electronic fund transfers (excluding any electronic fund transfers that the Banks are obligated to settle), or other items presented, issued, or drawn on the Bank Accounts prior to the Petition Date shall not be honored if (a) prohibited by a "stop payment" request received by the Banks from the Debtors or (b) not supported by sufficient funds in the Bank Account in question.

8. Subject to the terms of this Second Interim Order, the Banks are authorized, when requested by the Debtors, in the Debtors' discretion, to honor and process checks or electronic fund transfers drawn on the Debtors' Bank Accounts to pay prepetition obligations authorized to be paid hereunder, whether such checks or other requests were submitted prior to, or after, the Petition Date, provided that sufficient funds are available in the applicable Bank Accounts to make such payments. The Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Second Interim Order, and Banks shall not be liable to any party on account of (a) following the Debtors' instructions or representations as to any order of this Court; (b) honoring any prepetition check or other item drawn on any account that is the subject of this Second Interim Order in a good faith belief that the Court has authorized such prepetition check

or item to be honored; and (c) an innocent mistake made despite implementation of reasonable item handling procedures.

9. The Banks are further authorized to (a) honor the Debtors' directions with respect to the opening or closing of any Bank Account and (b) accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions, and the Banks shall have no liability to any party for relying on such representations or instructions.

10. If any Bank Accounts existing as of the Petition Date are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee's requirements or guidelines, the Debtors shall have thirty (30) days from the date of this Second Interim Order to come into compliance with section 345(b) of the Bankruptcy Code and any of the U.S. Trustee's requirements or guidelines, without prejudice to the Debtors' ability to seek an additional extension or final waiver of such requirements; provided that nothing herein shall prevent the Debtors, in consultation with the prepetition and DIP lenders, or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached.

11. The Debtors are authorized, but not directed, to continue using the Credit Cards in the ordinary course of business and consistent with prepetition practices, including by paying to American Express and Visa prepetition and postpetition credit card obligations outstanding with respect thereto, subject to the limitations of this Second Interim Order and any other applicable interim and/or final orders of this Court.

12. The Debtors shall serve a copy of this Second Interim Order on the Banks within forty-eight (48) hours of the entry of this Second Interim Order and upon any bank at which the Debtors open a new bank account immediately upon the opening of such new account.

13. The Debtors are authorized to continue engaging in Intercompany Transactions by and among the Debtors in the ordinary course of business and on terms materially consistent with historical practices. Notwithstanding anything herein to the contrary, the Debtors may not materially amend, modify, change, or terminate their existing ordinary course practices with respect to Intercompany Transactions.

14. In connection with the Intercompany Transactions, the Debtors shall continue to maintain detailed, accurate, and current records with respect to all transfers of cash and non-cash setoffs so that all prepetition and postpetition transactions, including the Intercompany Transactions, may be readily ascertained, traced, and recorded properly on applicable intercompany accounts and shall make such records promptly available to counsel to the prepetition and DIP lenders, the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, the U.S. Trustee, and the Committee upon request. For the avoidance of doubt, the Debtors are not authorized to make any Intercompany Transactions outside the ordinary course of business pursuant to this Second Interim Order. For the avoidance of doubt, this Second Interim Order does not authorize the set off of any postpetition obligations against any prepetition obligations.

15. The Intercompany Claims arising postpetition relating to the Intercompany Transactions shall have administrative expense priority status pursuant to section 503(b) of the Bankruptcy Code; provided that any such administrative expense claim shall be junior to the carve-out and approved superpriority administrative expense claims provided for under the DIP Order. Nothing in this paragraph shall prejudice, or constitute a waiver of, the rights of any party in interest to investigate, and if appropriate, object to, contest, or seek recharacterization or subordination of, any Intercompany Claim or Intercompany Transactions.

16. Subject to the terms of this Second Interim Order, the Debtors are authorized to continue to use their existing Cash Management System as depicted on Exhibit D to the Motion. The Debtors may transfer funds into, out of, and through the Cash Management System using ordinary transfer methods in accordance with the Debtors' prepetition practice, subject to the terms of this Second Interim Order. In connection with the ongoing use of their Cash Management System, the Debtors shall continue to maintain accurate and detailed records with respect to all transfers of cash so that all transactions may be readily ascertained, traced, and recorded properly and the Debtors may distinguish between prepetition and postpetition transactions. Subject to compliance with the terms of this Second Interim Order, the Debtors, in consultation with the prepetition and DIP lenders and the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, the Banks, and the Committee may agree, without further order of this Court, to implement any changes to the Cash Management System and procedures in the ordinary course of business that they deem appropriate, including, without limitation, closing any of the Bank Accounts or opening new bank accounts as set forth herein.

17. The Debtors are authorized, but not directed, to pay and/or reimburse the Banks for any Bank Account Claims arising prior to or after the Petition Date.

18. The Debtors shall not make any intercompany loans to non-debtor entities absent further Court order.

19. The Debtors are authorized, but not directed, to continue to use their existing Business Forms (including checks) without alteration or change and without the designation "Debtor-in-Possession" imprinted upon them; provided that once the Debtors have exhausted their existing stock of business forms, the Debtors shall ensure that any new business forms are clearly labeled "Debtor in Possession"; provided further that with respect to any business forms that exist

or are generated electronically, to the extent reasonably practicable, the Debtors shall ensure that such electronic business forms are clearly labeled "Debtor-in-Possession" within ten (10) days after the date of this Second Interim Order.

20. The Debtors shall give notice within 10 days of closing any bank accounts to the U.S. Trustee and the Committee.

21. Notwithstanding anything herein to the contrary, the Debtors shall not close or implement any changes to the Term Loan Priority Account, absent further order of this Court, the prior written consent of the Prepetition Term Loan Secured Parties, and consultation with the Committee.

22. Nothing in the Motion or this Second Interim Order shall be construed to: (i) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (ii) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien or setoff right, in favor of any person or entity, that existed as of the Petition Date.

23. Nothing in the Motion or this Second Interim Order, and no action taken by the Debtors pursuant to the relief requested or granted (including any payment made in accordance with any such order) is intended as or shall be construed or deemed to be (a) an admission as to the amount of, basis for, priority, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Second Interim Order; (e) a request or authorization to assume, adopt, or reject

any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

24. Notwithstanding Bankruptcy Rule 6004(h), this Second Interim Order shall be effective and enforceable immediately upon entry hereof.

25. The Debtors are authorized to take all actions necessary to implement the relief granted in this Second Interim Order.

26. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Second Interim Order.

27. Notwithstanding the relief granted in this Second Interim Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of *the Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Second Interim Order, or any action taken or proposed to be taken

hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

Dated: September 14th, 2026
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

This is Exhibit “N” referred to in the affidavit of Joshua Gordon, sworn September 15, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.

……...
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (CTG)
Debtors.[1]	(Jointly Administered)
	Re. Docket Nos. 13, 64

CERTIFICATION OF COUNSEL REGARDING SECOND INTERIM ORDER (I) AUTHORIZING CONTINUED (A) USE OF EXISTING CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, AND BUSINESS FORMS AND PAYMENT OF RELATED PREPETITION OBLIGATIONS AND (B) PERFORMANCE OF INTERCOMPANY TRANSACTIONS IN THE ORDINARY COURSE OF BUSINESS, (II) GRANTING A LIMITED WAIVER OF SECTION 345(B) DEPOSIT AND INVESTMENT REQUIREMENTS, AND (III) GRANTING RELATED RELIEF

Undersigned proposed counsel to the above-captioned debtors and debtors in possession (collectively, the "Debtors"), hereby certifies as follows:

1. On August 18, 2026, the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Continued (A) Use of Existing Cash Management System, Bank Accounts, and Business Forms and Payment of Related Prepetition Obligations and (B) Performance of Intercompany Transactions in the Ordinary Course of Business, (II) Granting a Limited Waiver of Section 345(b) Deposit and Investment Requirements, and (III) Granting Related Relief* [Docket No. 13] (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court").

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

2. On August 20, 2026, the Court entered the *Interim Order (I) Authorizing Continued (A) Use of Existing Cash Management System, Bank Accounts, and Business Forms and Payment of Related Prepetition Obligations and (B) Performance of Intercompany Transactions in the Ordinary Course of Business, (II) Granting a Limited Waiver of Section 345(b) Deposit and Investment Requirements, and (III) Granting Related Relief* [Docket No. 64] (the "Interim Order"), approving the Motion on an interim basis.

3. Attached hereto as **Exhibit A** is a proposed second interim cash management order (the "Proposed Second Interim Order"), which seeks to further extend the interim period.

4. The Motion is adjourned until the hearing scheduled for September 29, 2026 at 1:00 p.m. (ET).

5. A blackline comparing the Proposed Second Interim Order against the Interim Order is attached hereto as **Exhibit B**.

6. The Committee, the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Office of the United States Trustee have no objection to the entry of the Proposed Second Interim Order.

7. The Debtors respectfully request that the Proposed Second Interim Order be entered at the earliest convenience of the Court.

[*Remainder of Page Intentionally Left Blank*]

Dated: September 14, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

Justin R. Alberto (No. 5126)
Stacy L. Newman (No. 5044)
Carol E. Thompson (No. 6936)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
Email: jalberto@coleschotz.com
snewman@coleschotz.com
cthompson@coleschotz.com

Seth Van Aalten (admitted *pro hac vice*)
Sarah A. Carnes (admitted *pro hac vice*)
Michael A. Solimani (admitted *pro hac vice*)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
Email: svanaalten@coleschotz.com
scarnes@coleschotz.com
msolimani@coleschotz.com

Proposed Counsel for Debtors
and Debtors in Possession

EXHIBIT A

Proposed Second Interim Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11284 (CTG) (Jointly Administered) **Re: Docket Nos. 13, 64**

SECOND INTERIM ORDER (I) AUTHORIZING CONTINUED (A) USE OF EXISTING CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, AND BUSINESS FORMS AND PAYMENT OF RELATED PREPETITION OBLIGATIONS AND (B) PERFORMANCE OF INTERCOMPANY TRANSACTIONS IN THE ORDINARY COURSE OF BUSINESS, (II) GRANTING A LIMITED WAIVER OF SECTION 345(B) DEPOSIT AND INVESTMENT REQUIREMENTS, AND (III) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a second interim order (this "Second Interim Order") (a) authorizing continued (i) use of the Debtors' existing Cash Management System, Bank Accounts, and Business Forms and payment of related prepetition obligations, (ii) performance of Intercompany Transactions and honoring certain related prepetition obligations, and (b) granting a waiver of thirty (30) days from the date of this Second Interim Order to come

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, or the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65], as applicable.

into compliance with section 345(b), all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.

2. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, the Debtors, in their discretion, subject to the terms and conditions of this Second Interim Order, are authorized, but not directed, to (a) designate, maintain, and continue to use any and all of their Bank Accounts in existence as of the Petition Date, with the same account numbers, including the accounts identified in Exhibit C to the Motion; (b) close existing accounts; and (c) treat the Bank Accounts for all

purposes as accounts of the Debtors in their capacity as debtors-in-possession; provided, however, that the Debtors are only authorized to open new bank accounts (i) after providing five (5) days advance notice to the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, the U.S. Trustee, and counsel to the Official Committee of Unsecured Creditors (the "Committee") appointed in these Chapter 11 Cases; (ii) with a bank that (a) is organized under the laws of the United States of America or any state thereof, (b) is insured by the FDIC or CDIC, and (c) has executed, or is willing to immediately execute, a Uniform Depository Agreement with the U.S. Trustee for the District of Delaware; and (iii) that are designated "Debtor-in-Possession" accounts by the relevant bank.

3. In each instance in which the Debtors hold an account at a Bank that is a party to a Uniform Depository Agreement with the U.S. Trustee, as soon as possible after the date of entry of this Second Interim Order, the Debtors shall (a) contact the Bank; (b) provide the Bank with each of the Debtors' employer identification numbers; and (c) identify each of their accounts held at the Bank as being held by a debtor-in-possession. For Banks at which the Debtors hold accounts that are not party to a Uniform Depository Agreement with the U.S. Trustee for the District of Delaware, the Debtors shall use their good-faith efforts to cause the Banks to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee within thirty (30) days of entry of this Second Interim Order. The U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned Banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

4. Notwithstanding the requirements of the U.S. Trustee Guidelines, except as expressly provided by separate order of the Court, the Debtors are not required to (a) close any or

all existing bank accounts and open new debtor-in-possession accounts or (b) establish specific bank accounts for tax payments or cash collateral.

5. Subject to the requirements for opening new accounts in paragraph 2 hereof, the relief granted in this Second Interim Order is extended to any new bank account opened by the Debtors after the date hereof and to the bank at which such account is opened.

6. The Bank Accounts are deemed debtor-in-possession accounts. The Debtors are authorized, but not directed, to maintain and use the Bank Accounts in the same manner and with the same account numbers, styles, and document forms as those employed prior to the Petition Date, including, without limitation (a) to deposit funds in, and withdraw funds from, the Bank Accounts by all usual means, including checks, wire transfers, automated clearinghouse ("ACH") transfers, drafts, electronic fund transfers, and other debits or items presented, issued, or drawn on the Bank Accounts; (b) to pay postpetition ordinary course bank fees and service fees in connection with the Bank Accounts; (c) to perform their obligations under the documents and agreements governing the Bank Accounts, including without limitation, any prepetition cash management agreements or treasury services agreements; and (d) to treat the Bank Accounts for all purposes as accounts of the Debtors in their capacities as debtors-in-possession.

7. The Banks are authorized without the need for further order of this Court to in the ordinary course of business (a) continue to administer, service, and maintain the Bank Accounts as such accounts were administered, serviced, and maintained prior to the Petition Date without interruption and in the ordinary course; (b) receive, process, honor, and pay any and all checks, drafts, wires, ACH transfers, electronic fund transfers, payment orders, or other items presented, issued, or drawn on the Bank Accounts; and (c) debit the Bank Accounts for (i) all undisputed prepetition bank and service fees outstanding as of the date hereof, if any, owed to the Banks for

the maintenance of the Cash Management System; (ii) all checks drawn on the Debtors' Bank Accounts which were cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; and (iii) all checks or other items deposited in one of the Debtors' Bank Accounts with such Bank prior to the Petition Date, which have not been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the applicable Debtor was responsible for such items prior to the Petition Date; provided, however, that checks, drafts, wires, electronic fund transfers (excluding any electronic fund transfers that the Banks are obligated to settle), or other items presented, issued, or drawn on the Bank Accounts prior to the Petition Date shall not be honored if (a) prohibited by a "stop payment" request received by the Banks from the Debtors or (b) not supported by sufficient funds in the Bank Account in question.

8. Subject to the terms of this Second Interim Order, the Banks are authorized, when requested by the Debtors, in the Debtors' discretion, to honor and process checks or electronic fund transfers drawn on the Debtors' Bank Accounts to pay prepetition obligations authorized to be paid hereunder, whether such checks or other requests were submitted prior to, or after, the Petition Date, provided that sufficient funds are available in the applicable Bank Accounts to make such payments. The Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Second Interim Order, and Banks shall not be liable to any party on account of (a) following the Debtors' instructions or representations as to any order of this Court; (b) honoring any prepetition check or other item drawn on any account that is the subject of this Second Interim Order in a good faith belief that the Court has authorized such prepetition check

or item to be honored; and (c) an innocent mistake made despite implementation of reasonable item handling procedures.

9. The Banks are further authorized to (a) honor the Debtors' directions with respect to the opening or closing of any Bank Account and (b) accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions, and the Banks shall have no liability to any party for relying on such representations or instructions.

10. If any Bank Accounts existing as of the Petition Date are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee's requirements or guidelines, the Debtors shall have thirty (30) days from the date of this Second Interim Order to come into compliance with section 345(b) of the Bankruptcy Code and any of the U.S. Trustee's requirements or guidelines, without prejudice to the Debtors' ability to seek an additional extension or final waiver of such requirements; provided that nothing herein shall prevent the Debtors, in consultation with the prepetition and DIP lenders, or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached.

11. The Debtors are authorized, but not directed, to continue using the Credit Cards in the ordinary course of business and consistent with prepetition practices, including by paying to American Express and Visa prepetition and postpetition credit card obligations outstanding with respect thereto, subject to the limitations of this Second Interim Order and any other applicable interim and/or final orders of this Court.

12. The Debtors shall serve a copy of this Second Interim Order on the Banks within forty-eight (48) hours of the entry of this Second Interim Order and upon any bank at which the Debtors open a new bank account immediately upon the opening of such new account.

13. The Debtors are authorized to continue engaging in Intercompany Transactions by and among the Debtors in the ordinary course of business and on terms materially consistent with historical practices. Notwithstanding anything herein to the contrary, the Debtors may not materially amend, modify, change, or terminate their existing ordinary course practices with respect to Intercompany Transactions.

14. In connection with the Intercompany Transactions, the Debtors shall continue to maintain detailed, accurate, and current records with respect to all transfers of cash and non-cash setoffs so that all prepetition and postpetition transactions, including the Intercompany Transactions, may be readily ascertained, traced, and recorded properly on applicable intercompany accounts and shall make such records promptly available to counsel to the prepetition and DIP lenders, the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, the U.S. Trustee, and the Committee upon request. For the avoidance of doubt, the Debtors are not authorized to make any Intercompany Transactions outside the ordinary course of business pursuant to this Second Interim Order. For the avoidance of doubt, this Second Interim Order does not authorize the set off of any postpetition obligations against any prepetition obligations.

15. The Intercompany Claims arising postpetition relating to the Intercompany Transactions shall have administrative expense priority status pursuant to section 503(b) of the Bankruptcy Code; provided that any such administrative expense claim shall be junior to the carve-out and approved superpriority administrative expense claims provided for under the DIP Order. Nothing in this paragraph shall prejudice, or constitute a waiver of, the rights of any party in interest to investigate, and if appropriate, object to, contest, or seek recharacterization or subordination of, any Intercompany Claim or Intercompany Transactions.

16. Subject to the terms of this Second Interim Order, the Debtors are authorized to continue to use their existing Cash Management System as depicted on Exhibit D to the Motion. The Debtors may transfer funds into, out of, and through the Cash Management System using ordinary transfer methods in accordance with the Debtors' prepetition practice, subject to the terms of this Second Interim Order. In connection with the ongoing use of their Cash Management System, the Debtors shall continue to maintain accurate and detailed records with respect to all transfers of cash so that all transactions may be readily ascertained, traced, and recorded properly and the Debtors may distinguish between prepetition and postpetition transactions. Subject to compliance with the terms of this Second Interim Order, the Debtors, in consultation with the prepetition and DIP lenders and the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, the Banks, and the Committee may agree, without further order of this Court, to implement any changes to the Cash Management System and procedures in the ordinary course of business that they deem appropriate, including, without limitation, closing any of the Bank Accounts or opening new bank accounts as set forth herein.

17. The Debtors are authorized, but not directed, to pay and/or reimburse the Banks for any Bank Account Claims arising prior to or after the Petition Date.

18. The Debtors shall not make any intercompany loans to non-debtor entities absent further Court order.

19. The Debtors are authorized, but not directed, to continue to use their existing Business Forms (including checks) without alteration or change and without the designation "Debtor-in-Possession" imprinted upon them; provided that once the Debtors have exhausted their existing stock of business forms, the Debtors shall ensure that any new business forms are clearly labeled "Debtor in Possession"; provided further that with respect to any business forms that exist

or are generated electronically, to the extent reasonably practicable, the Debtors shall ensure that such electronic business forms are clearly labeled "Debtor-in-Possession" within ten (10) days after the date of this Second Interim Order.

20. The Debtors shall give notice within 10 days of closing any bank accounts to the U.S. Trustee and the Committee.

21. Notwithstanding anything herein to the contrary, the Debtors shall not close or implement any changes to the Term Loan Priority Account, absent further order of this Court, the prior written consent of the Prepetition Term Loan Secured Parties, and consultation with the Committee.

22. Nothing in the Motion or this Second Interim Order shall be construed to: (i) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (ii) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien or setoff right, in favor of any person or entity, that existed as of the Petition Date.

23. Nothing in the Motion or this Second Interim Order, and no action taken by the Debtors pursuant to the relief requested or granted (including any payment made in accordance with any such order) is intended as or shall be construed or deemed to be (a) an admission as to the amount of, basis for, priority, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Second Interim Order; (e) a request or authorization to assume, adopt, or reject

any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

24. Notwithstanding Bankruptcy Rule 6004(h), this Second Interim Order shall be effective and enforceable immediately upon entry hereof.

25. The Debtors are authorized to take all actions necessary to implement the relief granted in this Second Interim Order.

26. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Second Interim Order.

27. Notwithstanding the relief granted in this Second Interim Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of *the Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Second Interim Order, or any action taken or proposed to be taken

hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

EXHIBIT B

Blackline

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11284 (CTG) (Jointly Administered) **Re: Docket Nos. 13, 64**

SECOND INTERIM ORDER (I) AUTHORIZING CONTINUED (A) USE OF EXISTING CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, AND BUSINESS FORMS AND PAYMENT OF RELATED PREPETITION OBLIGATIONS AND (B) PERFORMANCE OF INTERCOMPANY TRANSACTIONS IN THE ORDINARY COURSE OF BUSINESS, (II) GRANTING A LIMITED WAIVER OF SECTION 345(B) DEPOSIT AND INVESTMENT REQUIREMENTS, AND (III) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a~~n~~ second interim order (this "Second Interim Order") (a) authorizing continued (i) use of the Debtors' existing Cash Management System, Bank Accounts, and Business Forms and payment of related prepetition obligations, (ii) performance of Intercompany Transactions and honoring certain related prepetition obligations, and (b) granting a waiver of thirty (30) days from the date of this Second

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, or the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65], as applicable.

Interim Order to come into compliance with section 345(b) ~~of the Bankruptcy Code~~, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. §~~-~~_1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.

~~2. The final hearing on the Motion shall be held on **September 16, 2026, at 10:00 a.m., prevailing Eastern Time**. Any objections or responses to entry of a final order on the Motion shall be filed on or before **4:00 p.m. (prevailing Eastern Time) on September 9, 2026** and shall be served on: (a) proposed counsel for the Debtors, Cole Schotz P.C., 500 Delaware~~

~~Avenue, Suite 600, Wilmington, Delaware 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com), Stacy L. Newman (snewman@coleschotz.com), and Sarah A. Carnes (scarnes@coleschotz.com); (b) counsel to the DIP Agent and Prepetition ABL Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com); (c) counsel to the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, Proskauer Rose LLP, Eleven Times Square, New York, NY 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com); (d) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Jane Leamy (jane.m.leamy@usdoj.gov); and (e) counsel to any statutory committee appointed in the Chapter 11 Cases. If no objections or responses are filed and served, this Court may enter a final order without further notice or hearing.~~

2. ~~3.~~Pursuant to sections 105(a) and 363 of the Bankruptcy Code, the Debtors, in their discretion, subject to the terms and conditions of this Second Interim Order, are authorized, but not directed, to (a) designate, maintain, and continue to use any ~~in the ordinary course of business~~ and all of their Bank Accounts in existence as of the Petition Date, with the same account numbers, including the accounts identified ~~on~~in Exhibit C to the Motion; (b) close existing accounts; and (c) treat the Bank Accounts for all purposes as accounts of the Debtors in their capacity as debtors-in-possession; provided, however, that the Debtors are only authorized to open new bank accounts (i) after providing five (5) days advance notice to the ~~prepetition and DIP lenders, the~~DIP Agent and Prepetition ~~Term Loan~~ABL Agent ~~and~~, the Prepetition Term Loan ~~Lenders~~Secured Parties,

the U.S. Trustee, and ~~any official~~ counsel to the Official Committee of Unsecured Creditors (the ~~e~~"Committee") appointed in these Chapter 11 Cases; (ii) with a bank that (a) is organized under the laws of the United States of America or any state thereof, (b) is insured by the FDIC or CDIC, and (c) has executed, or is willing to immediately execute, a Uniform Depository Agreement with the U.S. Trustee for the District of Delaware; and (iii) that are designated "Debtor-in-Possession" accounts by the relevant bank.

3. ~~4.~~In each instance in which the Debtors hold an account at a Bank that is a party to a Uniform Depository Agreement with the U.S. Trustee, as soon as possible after the date of entry of this Second Interim Order, the Debtors shall~~:~~ (a) contact the Bank; (b) provide the Bank with each of the Debtors' employer identification numbers; and (c) identify each of their accounts held at the Bank as being held by a debtor-in-possession. For Banks at which the Debtors hold accounts that are not party to a Uniform Depository Agreement with the U.S. Trustee for the District of Delaware, the Debtors shall use their good-faith efforts to cause the Banks to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee within thirty (30) days of entry of this Second Interim Order. The U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned Banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

4. ~~5.~~Notwithstanding the requirements of the U.S. Trustee Guidelines, except as expressly provided by separate order of the Court, the Debtors are not required to (a) close any or all existing bank accounts and open new debtor-in-possession accounts or (b) establish specific bank accounts for tax payments or cash collateral.

5. ~~6.~~Subject to the requirements for opening new accounts in paragraph ~~3~~2 hereof, the relief granted in this Second Interim Order is extended to any new bank account opened by the Debtors after the date hereof and to the bank at which such account is opened.

6. ~~7.~~The Bank Accounts are deemed debtor-in-possession accounts. The Debtors are authorized, but not directed, to maintain and use the Bank Accounts in the same manner and with the same account numbers, styles, and document forms as those employed prior to the Petition Date, including, without limitation (a) to deposit funds in, and withdraw funds from, the Bank Accounts by all usual means, including checks, wire transfers, automated clearinghouse ("ACH") transfers, drafts, electronic fund transfers, and other debits or items presented, issued, or drawn on the Bank Accounts~~,~~; (b) to pay postpetition ordinary course bank fees and service fees in connection with the Bank Accounts~~,~~; (c) to perform their obligations under the documents and agreements governing the Bank Accounts, including without limitation, any prepetition cash management agreements or treasury services agreements~~,~~; and (d) to treat the Bank Accounts for all purposes as accounts of the Debtors in their capacities as debtors-in-~~-~~possession.

7. ~~8.~~The Banks are authorized without the need for further order of this Court to~~,~~ in the ordinary course of business (a) continue to administer, service, and maintain the Bank Accounts as such accounts were administered, serviced, and maintained prior to the Petition Date without interruption and in the ordinary course; (b) receive, process, honor, and pay any and all checks, drafts, wires, ACH transfers, electronic fund transfers, payment orders, or other items presented, issued, or drawn on the Bank Accounts; and (c) debit the Bank Accounts for (i) all undisputed prepetition bank and service fees outstanding as of the date hereof, if any, owed to the Banks for the maintenance of the Cash Management System; (ii) all checks drawn on the Debtors' Bank Accounts which were cashed at such Bank's counters or exchanged for cashier's checks by

the payees thereof prior to the Petition Date; and (iii) all checks or other items deposited in one of the Debtors' Bank Accounts with such Bank prior to the Petition Date, which have not been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the applicable Debtor was responsible for such items prior to the Petition Date; provided, however, that checks, drafts, wires, ~~or~~ electronic fund transfers (excluding any electronic fund transfers that the Banks are obligated to settle), or other items presented, issued, or drawn on the Bank Accounts prior to the Petition Date shall not be honored if (a) prohibited by a "stop payment" request received by the Banks from the Debtors or (b) not supported by sufficient funds in the Bank Account in question.

8. ~~9.~~Subject to the terms of this Second Interim Order, the Banks are authorized, when requested by the Debtors, in the Debtors' discretion, to honor and process checks or electronic fund transfers drawn on the Debtors' Bank Accounts to pay prepetition obligations authorized to be paid hereunder, whether such checks or other requests were submitted prior to, or after, the Petition Date, provided that sufficient funds are available in the applicable Bank Accounts to make such payments. The Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Second Interim Order, and Banks shall not be liable to any party on account of (a) following the Debtors' instructions or representations as to any order of this Court; (b) honoring any prepetition check or other item drawn on any account that is the subject of this Second Interim Order in a good faith belief that the Court has authorized such prepetition check or item to be honored; and (c) an innocent mistake made despite implementation of reasonable item handling procedures.

9. ~~10.~~The Banks are further authorized to (a) honor the Debtors' directions with respect to the opening or closing of any Bank Account and (b) accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions, and the Banks shall have no liability to any party for relying on such representations or instructions.

10. ~~11.~~If any Bank Accounts existing as of the Petition Date are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee's requirements or guidelines, the Debtors shall have thirty (30) days from the date of this Second Interim Order to come into compliance with section 345(b) of the Bankruptcy Code and any of the U.S. Trustee's requirements or guidelines, without prejudice to the Debtors' ability to seek an additional extension or final waiver of such requirements; provided that nothing herein shall prevent the Debtors, in consultation with the prepetition and DIP lenders, or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached.

11. ~~12.~~The Debtors are authorized, but not directed, to continue using the Credit Cards in the ordinary course of business and consistent with prepetition practices, including by paying to American Express and Visa prepetition and postpetition credit card obligations outstanding with respect thereto, subject to the limitations of this Second Interim Order and any other applicable interim and/or final orders of this Court.

12. ~~13.~~The Debtors shall serve a copy of this Second Interim Order on the Banks within forty-eight (48) hours of the entry of this Second Interim Order and upon any bank at which the Debtors open a new bank account immediately upon the opening of such new account.

13. ~~14.~~The Debtors are authorized to continue engaging in Intercompany Transactions by and among the Debtors in the ordinary course of business and on ~~the~~ terms materially consistent with historical practices. Notwithstanding anything herein to the contrary, the Debtors may not

materially amend, modify, change, or terminate their existing ordinary course practices with respect to Intercompany Transactions.

14. In connection with the Intercompany Transactions, the Debtors shall continue to maintain detailed, accurate, and current records with respect to all transfers of cash and non-cash setoffs so that all prepetition and postpetition transactions, including the Intercompany Transactions, may be readily ascertained, traced, and recorded properly on applicable intercompany accounts and shall make such records promptly available to counsel to the prepetition and DIP lenders, the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, the U.S. Trustee, and ~~any statutory~~the ~~c~~Committee ~~appointed in these cases~~ upon request. For the avoidance of doubt, the Debtors are not authorized to make any Intercompany Transactions outside the ordinary course of business pursuant to this Second Interim Order. For the avoidance of doubt, this Second Interim Order does not authorize the set off of any postpetition obligations against any prepetition obligations.

15. The Intercompany Claims arising postpetition relating to the Intercompany Transactions shall have administrative expense priority status pursuant to section 503(b) of the Bankruptcy Code; provided that any such administrative expense ~~status~~ claim shall be junior to the carve-out and approved superpriority administrative expense claims provided for under the DIP Order. Nothing in this paragraph shall prejudice, or constitute a waiver of, the rights of any party in interest to investigate, and if appropriate, object to, contest, or seek recharacterization or subordination of, any Intercompany Claim or Intercompany Transactions.

16. Subject to the terms of this Second Interim Order, the Debtors are authorized to continue to use their existing Cash Management System as depicted on Exhibit D to the Motion. The Debtors may transfer funds into, out of, and through the Cash Management System using

ordinary transfer methods in accordance with the Debtors' prepetition practice, subject to the terms of this Second Interim Order. In connection with the ongoing use of their Cash Management System, the Debtors shall continue to maintain accurate and detailed records with respect to all transfers of cash so that all transactions may be readily ascertained, traced, and recorded properly and the Debtors may distinguish between prepetition and postpetition transactions. Subject to ~~complying~~compliance with the terms of this Second Interim Order, the Debtors, in consultation with the prepetition and DIP lenders and the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, ~~and~~ the Banks, and the Committee may agree, without further order of this Court, to implement any changes to the Cash Management System and procedures in the ordinary course of business that they deem appropriate, including, without limitation, closing any of the Bank Accounts or opening new bank accounts as set forth herein.

17. The Debtors are authorized, but not directed, to pay and/or reimburse the~~ir~~ Banks for any Bank Account Claims arising prior to or after the Petition Date. ~~up to $25,000.~~

18. The Debtors shall not make any intercompany loans to non-debtor entities absent further Court order.

19. The Debtors are authorized, but not directed, to continue to use their existing Business Forms (including checks) without alteration or change and without the designation "Debtor-in-Possession" imprinted upon them; provided that once the Debtors have exhausted their existing stock of business forms, the Debtors shall ensure that any new business forms are clearly labeled "Debtor in Possession"; provided further that with respect to any business forms that exist or are generated electronically, to the extent reasonably practicable, the Debtors shall ensure that such electronic business forms are clearly labeled "Debtor-in-Possession" within ten (10) days after the date of this Second Interim Order.

20. The Debtors shall give notice within 10 days of closing any bank accounts to the U.S. Trustee and ~~any official committee appointed in the Chapter 11 Cases~~the Committee.

21. Notwithstanding anything herein to the contrary, the Debtors shall not close or implement any changes to the Term Loan Priority Account, absent further order of this Court ~~or~~, the prior written consent of the Prepetition Term Loan ~~Agent and the Prepetition Term Loan Lenders~~Secured Parties, and consultation with the Committee.

22. Nothing in the Motion or this Second Interim Order shall be construed to: (i) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (ii) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien or setoff right, in favor of any person or entity, that existed as of the Petition Date.

23. Nothing in the Motion or this Second Interim Order, and no action taken by the Debtors pursuant to the relief requested or granted (including any payment made in accordance with any such order) is intended as or shall be construed or deemed to be (a) an admission as to the amount of, basis for, priority, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Second Interim Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes

of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

~~24. The Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested is necessary to avoid immediate and irreparable harm.~~

~~25. The requirements of Bankruptcy Rule 6004(a) with respect to notice of the Motion have been satisfied.~~

24. ~~26.~~Notwithstanding Bankruptcy Rule 6004(h), this Second Interim Order shall be effective and enforceable immediately upon entry hereof.

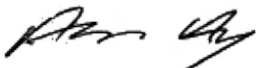
25. ~~27.~~The Debtors are authorized to take all actions necessary to implement the relief granted in this Second Interim Order.

26. ~~28.~~This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Second Interim Order.

27. ~~29.~~Notwithstanding the relief granted in this Second Interim Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of *the Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the

DIP Order and the terms of this Second Interim Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

This is Exhibit “O” referred to in the affidavit of Joshua Gordon, sworn September 15, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



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A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11284 (CTG) (Jointly Administered) **Re: Docket Nos. 9, 62**

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO HONOR, MAINTAIN, AND ADMINISTER THE CUSTOMER PROGRAMS AND RELATED PREPETITION BUSINESS PRACTICES, AND (II) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order") (i) authorizing, but not directing, the Debtors, in their sole discretion, to (a) fulfill and honor (through payment, credit, setoff, or otherwise) the Customer Obligations (as defined herein) as they deem appropriate, and (b) continue, renew, replace, terminate, and implement Customer Programs (as defined herein) and any other customer practices as they deem appropriate, without further application to the Court, and (ii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors, LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, or the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65], as applicable.

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

1. The Motion is granted on a final basis as set forth herein.

2. The Debtors are authorized, but not directed, in the ordinary course of business, to: (a) maintain, modify, supplement or terminate the Customer Programs in their discretion; and (b) honor any obligations related to the Customer Programs, whether incurred prepetition or postpetition, as they come due in the ordinary course of business on an final basis; *provided, however*, the Debtors shall provide five (5) days' written notice (which may be by email) of any material changes to any Customer Program, including the termination of a Customer Program, to

counsel to the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and to the official committee of unsecured creditors appointed in the Chapter 11 Cases.

3. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

4. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity or priority of, or basis for any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

5. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests

that are dishonored as a consequence of the Chapter 11 Cases with respect to prepetition amounts owed in connection with the relief granted herein.

6. Notwithstanding the relief granted in this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Final Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

7. Notwithstanding Bankruptcy Rule 6004(h), this Final Order shall be effective and enforceable immediately upon entry hereof.

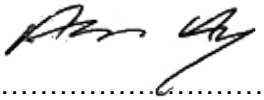
8. The Debtors are authorized to take all actions necessary to implement the relief granted in this Final Order.

9. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Dated: September 14th, 2026
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

This is Exhibit “P” referred to in the affidavit of Joshua Gordon, sworn September 15, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



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A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11284 (CTG) (Jointly Administered) **Re. Docket Nos. 9 & 62**

CERTIFICATION OF COUNSEL
REGARDING REVISED PROPOSED FINAL ORDER
(I) AUTHORIZING THE DEBTORS TO HONOR, MAINTAIN,
AND ADMINISTER THE CUSTOMER PROGRAMS AND RELATED
PREPETITION BUSINESS PRACTICES, AND (II) GRANTING RELATED RELIEF

The undersigned proposed counsel for the debtors and debtors in possession in the above-captioned cases (the "Debtors"), hereby certifies as follows:

1. On August 18, 2026, the Debtors filed the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Honor, Maintain, and Administer Customer Programs and Related Prepetition Business Practices, and (II) Granting Related Relief* [Docket No. 9] (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court"). A proposed form of order approving the Motion on a final basis was attached to the Motion as Exhibit B (the "Proposed Final Order").

2. On August 20, 2026, the Court entered an order approving the Motion on an interim basis [Docket No. 62] (the "Interim Order"). Pursuant to the Interim Order, any objections or

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

responses to entry of the Proposed Final Order were to be filed and served by September 9, 2026 at 4:00 p.m. (ET) (as may have been extended by the Debtors for any party, the "Objection Deadline").

3. Prior to the Objection Deadline, the Debtors received informal comments to the Proposed Final Order from the Official Committee of Unsecured Creditors (the "Committee"), the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Agent and Prepetition Term Loan Lenders, and the Office of the United States Trustee. No other formal or informal responses or objections to the Proposed Final Order were received.

4. Following discussions with the Committee, the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Office of the United States Trustee,[2] the Debtors have agreed to a revised form of order (the "Revised Proposed Final Order"), a copy of which is attached hereto as **Exhibit A**, which resolves the comments of the Committee, the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Office of the United States Trustee. For the convenience of the Court and other interested parties, a blackline comparing the Revised Proposed Final Order against the Proposed Final Order is attached hereto as **Exhibit B**.

5. The Committee, the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Office of the United States Trustee have no objection to the entry of the Revised Proposed Final Order.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65].

6. As no other objection or responses to the Motion or the Proposed Final Order have been received, the Debtors respectfully request that the Revised Proposed Final Order be entered at the earliest convenience of the Court.

Dated: September 14, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

Justin R. Alberto (No. 5126)
Stacy L. Newman (No. 5044)
Carol E. Thompson (No. 6936)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
Email: jalberto@coleschotz.com
snewman@coleschotz.com
cthompson@coleschotz.com

Seth Van Aalten (admitted *pro hac vice*)
Sarah A. Carnes (admitted *pro hac vice*)
Michael A. Solimani (admitted *pro hac vice*)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
Email: svanaalten@coleschotz.com
scarnes@coleschotz.com
msolimani@coleschotz.com

Proposed Counsel for Debtors
and Debtors in Possession

Exhibit A

Revised Proposed Final Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11284 (CTG) (Jointly Administered) **Re: Docket Nos. 9, 62**

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO HONOR, MAINTAIN, AND ADMINISTER THE CUSTOMER PROGRAMS AND RELATED PREPETITION BUSINESS PRACTICES, AND (II) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order") (i) authorizing, but not directing, the Debtors, in their sole discretion, to (a) fulfill and honor (through payment, credit, setoff, or otherwise) the Customer Obligations (as defined herein) as they deem appropriate, and (b) continue, renew, replace, terminate, and implement Customer Programs (as defined herein) and any other customer practices as they deem appropriate, without further application to the Court, and (ii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors, LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, or the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65], as applicable.

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

1. The Motion is granted on a final basis as set forth herein.

2. The Debtors are authorized, but not directed, in the ordinary course of business, to: (a) maintain, modify, supplement or terminate the Customer Programs in their discretion; and (b) honor any obligations related to the Customer Programs, whether incurred prepetition or postpetition, as they come due in the ordinary course of business on an final basis; *provided, however*, the Debtors shall provide five (5) days' written notice (which may be by email) of any material changes to any Customer Program, including the termination of a Customer Program, to

counsel to the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and to the official committee of unsecured creditors appointed in the Chapter 11 Cases.

3. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

4. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity or priority of, or basis for any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

5. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests

that are dishonored as a consequence of the Chapter 11 Cases with respect to prepetition amounts owed in connection with the relief granted herein.

6. Notwithstanding the relief granted in this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Final Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

7. Notwithstanding Bankruptcy Rule 6004(h), this Final Order shall be effective and enforceable immediately upon entry hereof.

8. The Debtors are authorized to take all actions necessary to implement the relief granted in this Final Order.

9. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Exhibit B

Blackline

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11284 (CTG) (Jointly Administered) **Re: Docket Nos. 9, 62**

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO HONOR, MAINTAIN, AND ADMINISTER THE CUSTOMER PROGRAMS AND RELATED PREPETITION BUSINESS PRACTICES, AND (II) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order") (i) authorizing, but not directing, the Debtors, in their sole discretion, to (a) fulfill and honor (through payment, credit, setoff, or otherwise) the Customer Obligations (as defined herein) as they deem appropriate, and (b) continue, renew, replace, terminate, and implement Customer Programs (as defined herein) and any other customer practices as they deem appropriate, without further application to the Court, and (ii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors, LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, or the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65], as applicable.

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

1. The Motion is granted on a final basis as set forth herein.

2. The Debtors are authorized, but not directed, in the ordinary course of business, to: (a) maintain, modify, supplement or terminate the Customer Programs in their discretion; and (b) honor any obligations related to the Customer Programs, whether incurred prepetition or postpetition, as they come due in the ordinary course of business on an final basis; *provided, however*, the Debtors shall provide five (5) days' written notice (which may be by email) of any material changes to any Customer Program, including the termination of a Customer Program, to

counsel to the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and to the official committee of unsecured creditors appointed in the Chapter 11 Cases.

3. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

4. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity or priority of, or basis for any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

5. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests

that are dishonored as a consequence of the Chapter 11 Cases with respect to prepetition amounts owed in connection with the relief granted herein.

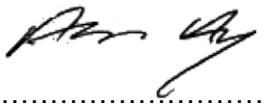
6. Notwithstanding the relief granted in this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Final Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

7. Notwithstanding Bankruptcy Rule 6004(h), this Final Order shall be effective and enforceable immediately upon entry hereof.

8. The Debtors are authorized to take all actions necessary to implement the relief granted in this Final Order.

9. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

This is Exhibit “Q” referred to in the affidavit of Joshua Gordon, sworn September 15, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



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A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (CTG)
Debtors.[1]	(Jointly Administered)

ORDER (I) APPROVING BIDDING PROCEDURES FOR THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS, (II) AUTHORIZING THE DEBTORS TO DESIGNATE A STALKING HORSE BIDDER AND TO PROVIDE BID PROTECTIONS, (III) SCHEDULING AN AUCTION AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF, (IV) APPROVING ASSUMPTION AND ASSIGNMENT PROCEDURES, (V) SCHEDULING A SALE HEARING AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF, AND (VI) GRANTING RELATED RELIEF

Upon consideration of the *Debtors' Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially all of the Debtors' Assets, (B) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Approving the Assumption and*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors, LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Related Relief [Docket No. 14] (the "Motion")[2] filed by the debtors and debtors-in-possession (the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"); and the Court having reviewed the Motion, the First Day Declaration [Docket No. 16], and the Gupta Declaration [Docket No. 15]; and the Court having considered the statements of counsel and the evidence adduced with respect to the Motion at a hearing before the Court to consider certain of the relief requested in the Motion (the "Bidding Procedures Hearing"); and after due deliberation, this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, and their creditors, and the Debtors having demonstrated good, sufficient, and sound business justifications for the relief granted herein;

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012 (Sleet, C.J.). This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). The predicates for the relief granted herein are sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

B. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

[2] Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Motion, the Bidding Procedures, or the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65] (the "Interim DIP Order"), as applicable.

C. Notice of the Motion, the Bidding Procedures Hearing, and the proposed entry of this Bidding Procedures Order was sufficient under the circumstances of the Chapter 11 Cases, and such notice complied with all applicable requirements of the Bankruptcy Code, Bankruptcy Rules, and the Local Rules. Accordingly, no other or further notice of the Motion, the Bidding Procedures Hearing, or this Bidding Procedures Order need be provided.

D. The bidding procedures, substantially in the form attached hereto as **Exhibit 1** (the "Bidding Procedures") and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are fair, reasonable, and appropriate and are designed to maximize the value of the proceeds of the sale of all, substantially all, or a portion of the Debtors' assets (the "Assets").

E. The Bidding Procedures comply with the requirements of Rule 6004-1(c) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules").

F. The procedures set forth herein regarding the Debtors' assumption and assignment of executory contracts and unexpired leases (collectively, the "Contracts") in connection with a sale of the Assets (the "Assumption and Assignment Procedures") are fair, reasonable, and appropriate and comply with the provisions of section 365 of the Bankruptcy Code and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

G. The Debtors have articulated good and sufficient business reasons for the Court to approve the relief requested in the Motion, including, without limitation, (i) the Bidding Procedures (including the Stalking Horse Designation Procedures); (ii) the form and manner of notice of the Bidding Procedures, the auction of the Assets (the "Auction"), and the final hearing to consider approval of a sale of the Assets (the "Sale Hearing"), substantially in the form attached

hereto as **Exhibit 2** (the "Sale Notice"); (iii) the form and manner of notice of designation of a Stalking Horse Bidder attached hereto as **Exhibit 3** (the "Stalking Horse Notice"); (iv) the form and manner of notice to each relevant non-debtor counterparty to a Contract (each, a "Counterparty") of (a) the Debtors' calculation of the amount necessary to cure any defaults under an applicable Contract (the "Cure Costs") and (b) certain other information regarding the potential assumption and assignment of Contracts in connection with the sale of the Assets, substantially in the form attached hereto as **Exhibit 4** (the "Assumption and Assignment Notice"); and (v) the Assumption and Assignment Procedures. Such good and sufficient business reasons, which were set forth in the Motion and on the record at the Bidding Procedures Hearing, including the First Day Declaration and the Gupta Declaration are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

H. The Bidding Procedures are reasonably designed to promote active bidding at and participation in the Auction to ensure that the highest or otherwise best value is generated for the Assets.

I. If the Debtors designate a Stalking Horse Bidder, the Debtors shall file a Stalking Horse Notice in accordance with the Stalking Horse Designation Procedures. Any objection to (i) the Bid Protections set forth in a Stalking Horse Notice or (ii) the designation of the Stalking Horse (a "Stalking Horse Objection"), shall be filed within five days after the Stalking Horse Notice is filed. If a timely Stalking Horse Objection is filed, the Debtors are authorized to seek an expedited hearing with respect to the Stalking Horse Objection on not less than three calendar days' notice. Absent any timely Stalking Horse Objection, the Court may enter an order approving the Bid Protections set forth in the Stalking Horse Notice and the designation of the Stalking Horse (the

"Stalking Horse Order"). For the avoidance of doubt, entry of the Stalking Horse Order shall not constitute approval of the sale of the Debtors' Assets to the Stalking Horse Bidder and all parties' right to object to approval of the sale to the Stalking Horse Bidder are preserved.

J. Good and sufficient notice of the relief sought in the Motion has been provided under the circumstances, and no other or further notice is required except as set forth in the Bidding Procedures and the Assumption and Assignment Procedures. A reasonable opportunity to object and be heard regarding the relief granted herein has been afforded to all parties-in-interest.

K. The Sale Notice and the Assumption and Assignment Notice are appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Auction, the Sale Hearing, the Bidding Procedures, the Assumption and Assignment Procedures, the Debtors' proposed Cure Costs, any proposed assumption of a Contract in connection with a sale of the Assets, and all relevant and important dates and deadlines with respect to the foregoing, and no other or further notice of the Auction, the sale of the Assets, or the assumption and assignment of Contracts in connection therewith shall be required.

L. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.

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

A. The Timeline for the Sale

3. The Debtors are authorized to proceed with the sale transaction in accordance with the Bidding Procedures and are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance with the following timeline:

DEADLINE	EVENT
Two business days after the entry of the Bidding Procedures Order	Deadline for Debtors to file and serve Sale Notice
Two business days after the entry of the Bidding Procedures Order	Deadline for Debtors to file and serve Assumption and Assignment Notice
4:00 p.m. (prevailing Eastern Time) on the date that is 14 days after service of the Assumption and Assignment Notice	Cure Objection Deadline
September 28, 2026, at 4:00 p.m. (prevailing Eastern Time)	Deadline for Debtors to designate a Stalking Horse Bidder
October 2, 2026, at 4:00 p.m. (prevailing Eastern Time)	Bid Deadline
Five days after the Stalking Horse Notice is filed	Stalking Horse Objection Deadline
October 6, 2026, at 10:00 a.m. (prevailing Eastern Time)	Auction
One day after the conclusion of the Auction	Deadline for Debtors to file and serve Notice of Auction Results
October 12, 2026, at 4:00 p.m. (prevailing Eastern Time)	Sale Objection Deadline and Adequate Assurance Objection Deadline
October 13, 2026, at 4:00 p.m. (prevailing Eastern Time)	Debtors' Deadline to Reply to Sale Objections
October 14, 2026, at 9:30 a.m. (prevailing Eastern Time)	Sale Hearing
October 21, 2026	Deadline for entry of a recognition order in the

DEADLINE	EVENT
	recognition proceedings commenced before the Ontario Superior Court of Justice (Commercial List) (the "Recognition Proceedings") (if necessary)
October 22, 2026	Deadline to consummate approved Sale

B. The Bidding Procedures

4. The Bidding Procedures attached hereto as **Exhibit 1** are hereby approved in their entirety and are incorporated by reference as if fully set forth herein. The Bidding Procedures shall govern the selection of any Stalking Horse Bidder, bids and proceedings related to the Auction and the sale of the Assets. The failure to specifically include or reference a particular provision of the Bidding Procedures in this Bidding Procedures Order shall not diminish or impair the effectiveness of such provision.

5. Subject to this Bidding Procedures Order and the Bidding Procedures, the Debtors, in the exercise of their reasonable business judgment and in a manner consistent with their fiduciary duties and applicable law, shall have the right to, following consultation with the Consultation Parties: (i) subject to the express consent of the DIP Agent, select one or more Stalking Horse Bidders and provide such Stalking Horse Bidder(s) with Bid Protections; (ii) determine which bidders qualify as "Qualified Bidders," and which bids qualify as "Qualified Bids;" (iii) subject to the express consent of the DIP Agent, make final determinations as to whether the Debtors will conduct an Auction; (iv) subject to the express consent of the DIP Agent, select the Baseline Bid for the Assets; (v) determine the amount of each Minimum Overbid; (vi) subject to the prior written consent of the DIP Agent (in its sole discretion), determine the Leading Bid for the Assets; (vii) subject to the prior written consent of the DIP Agent (in its sole discretion), determine which Qualified Bid is the highest or otherwise best bid for the Assets (such Qualified

Bid, a "Successful Bid") and which Qualified Bid is the next highest and next best bid after the Successful Bid for the Assets (such Qualified Bid, a "Backup Bid"); (viii) reject any bid that is (a) inadequate or insufficient; (b) not in conformity with the requirements of this Bidding Procedures Order or any other applicable order of the Court, the Bidding Procedures, the Bankruptcy Code, or other applicable law; or (c) contrary to the best interests of the Debtors and their estates; (ix) subject to the express consent of the DIP Agent, adjourn or cancel the Auction in accordance with the Bidding Procedures; and (x) subject to the express consent of the DIP Agent, adjourn the Sale Hearing in accordance with the Bidding Procedures.

6. In accordance with and subject to the Bidding Procedures, the Debtors, in the exercise of their reasonable business judgment and in a manner consistent with their fiduciary duties and applicable law, shall have the right, in consultation with the Consultation Parties, to modify the Bidding Procedures, including to (i) extend or waive deadlines or other terms and conditions set forth herein or therein; (ii) adopt new rules and procedures for conducting the bidding and Auction process so long as any such modifications are disclosed to all Prospective Bidders and Qualified Bidders; and (iii) otherwise modify the Bidding Procedures to further promote competitive bidding for and maximizing the value of the Assets; *provided*, that the Debtors shall not, (x) without the express consent of the DIP Agent, extend, waive, or modify any date or deadline set forth in the timeline in paragraph 3 above, or (y) without the express consent

of the DIP Agent and the Prepetition Agents (as applicable), modify the Bidding Procedures in any manner that is adverse to the DIP Credit Parties or the Prepetition Secured Creditors.

7. Notwithstanding anything to the contrary in this Bidding Procedures Order or the Bidding Procedures, the Debtors shall not be required to take, or refrain from taking, any action that would be inconsistent with their fiduciary duties or other obligations under applicable law.

8. Subject in all respects to the Bankruptcy Code, other applicable law, the DIP Order, including any Challenge, and each agent's applicable loan documents, the DIP Agent and the Prepetition Agents may credit bid all or any portion of such party's secured claims against the Debtors pursuant to section 363(k) of the Bankruptcy Code or other applicable law, and any such credit bid shall be deemed to be a Qualified Bid submitted by a Qualified Bidder, without the need to provide any Good Faith Deposit (as defined in the Bidding Procedures); *provided*, that all parties in interest right to object to such Credit Bid are preserved. Any Credit Bid submitted by the DIP Agent or Prepetition Secured Creditors, respectively, made prior to the expiration of the Challenge Period shall be subject to Challenge as set forth in the DIP Order, notwithstanding entry of the order approving the Sale or the closing of the Sale. In the event that the amount, validity, perfection, enforceability, priority or extent of any liens or claims (including such liens or claims) of the Prepetition Secured Creditors or the DIP Agent are subject to a Challenge (as defined in the DIP Order) or a pending motion seeking standing to file a Challenge, or any other challenge (or a motion seeking standing with respect thereto) by any party, the DIP Agent and Prepetition Secured Creditors, as applicable, (i) shall not be obligated to close until any such Challenge is resolved in its entirety, and (ii) may (with the consent of the Debtors and after consultation with the

Consultation Parties) modify the terms of the bid prior to the Sale Hearing, including, without limitation, the structure or amount of the credit bid.

9. Nothing contained in this Bidding Procedures Order or in the Bidding Procedures is intended to or shall be construed to alter, amend or modify the DIP Order, nor constrain, limit, or impair any right granted to the DIP Credit Parties or the Prepetition Secured Lenders (as such terms are defined therein) thereunder.

10. For the avoidance of doubt, and notwithstanding anything to the contrary in this Bidding Procedures Order or the Bidding Procedures, each reference to the "express consent of the DIP Agent" or the "express consent of the Prepetition Agents (or the applicable Prepetition Agent)" means the prior express written consent of the DIP Agent or the applicable Prepetition Agent not to be unreasonably withheld, conditioned, or delayed, which consent may be given by electronic mail from counsel to the DIP Agent or the applicable Prepetition Agent.

C. Stalking Horse Agreement and Bid Protections

11. The Stalking Horse Designation Procedures and the Stalking Horse Notice, substantially in the form attached hereto as **Exhibit 3**, are approved, and the Debtors, subject to the express consent of the DIP Agent, are authorized to designate one or more Stalking Horse Bidders and provide Bid Protections, in accordance with the Stalking Horse Designation Procedures by **no later than September 28, 2026**, which deadline may be extended by the Debtors (after consultation with the Consultation Parties and subject to the express consent of the DIP Agent).

12. The Bid Protections, if any, are approved through this Bidding Procedures Order pursuant to the Stalking Horse Designation Procedures; *provided*, that any break-up fee shall not

exceed 3%. Other than any Bid Protections approved by the Court in connection with a Stalking Horse Bid, if any, no bidder or any other party shall be entitled to any termination or "break-up" fee, expense reimbursement, or any other bidding protection in connection with the submission of a bid for the Assets or otherwise participating in the Auction or the sale process. For the avoidance of doubt, approval of the Stalking Horse Designation Procedures or entry of the Stalking Horse Order shall not constitute approval of the sale of the Assets to the Stalking Horse Bidder and all parties' rights to object to approval of the sale to the Stalking Horse Bidder are preserved.

13. If the Debtors designate any Stalking Horse Bidder, the Debtors shall file a Stalking Horse Notice seeking approval of the same and any Bid Protections provided to such Stalking Horse Bidder. Objections to the designation of a Stalking Horse Bidder or any of the terms of a Stalking Horse Bid (including any proposed Bid Protections for such Stalking Horse Bidder) shall (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Bankruptcy Rules, (c) state, with specificity, the legal and factual bases thereof and (d) be filed with this Court and served on the Objection Notice Parties **within five days after the service of the Stalking Horse Notice**.

14. If a timely Stalking Horse Objection is filed, the Debtors will schedule a hearing regarding such Stalking Horse Objection as soon as reasonably practicable seeking approval of such Stalking Horse Bid and in accordance with this Order and the Bidding Procedures; *provided* that such hearing with respect to the Stalking Horse Objection shall be on not less than three calendar days' notice. If no timely Stalking Horse Objection is filed and served with respect to the Stalking Horse Bid, upon the expiration of the objection deadline, the Debtors will submit a proposed order under certification of counsel to this Court approving the Stalking Horse Bid

(including the Stalking Horse Agreement and the Bid Protections), which this Court may enter without a hearing and any further or other notice except as required herein or under the Bidding Procedures, including with respect to any Bid Protections set forth in the Stalking Horse Notice. For the avoidance of doubt, notwithstanding any approval of Bid Protections, designation of a Stalking Horse Bid, or entry into a Stalking Horse Agreement, any such bid will remain subject to higher and better offers, as determined in consultation with the Consultation Parties, and the Debtors shall not be authorized to consummate any sale with respect to such Stalking Horse Bid or Stalking Horse Agreement until after the Sale Hearing and the entry of an appropriate form of Sale Order by the Court.

D. Bid Deadline and Auction

15. Any Prospective Bidder that intends to participate in the Auction must submit in writing to SSG (contact information in Sections I and III of the Bidding Procedures) a Qualified Bid on or before **October 2, 2026 at 4:00 p.m. (prevailing Eastern Time)** (the "Bid Deadline"). The Debtors shall promptly provide a copy of each bid to each of the Consultation Parties, but in no event later than the day after the date of the Bid Deadline.

16. If the Debtors receive more than one Qualified Bid for the Assets, the Debtors shall conduct an Auction for the Assets.

17. The Auction, if required, will be conducted on **October 6, 2026, at 10:00 a.m. (prevailing Eastern Time)**, either (i) at the offices of Cole Schotz P.C., 500 Delaware Avenue Suite 600 Wilmington, DE 19801, or (ii) virtually or at such other date, time or location as designated by the Debtors, after consulting with the Consultation Parties. If the Debtors conduct the Auction virtually, the Debtors will provide instructions setting forth how to attend the Auction

to the participants and other attendees via electronic mail. The Debtors will provide notice (via electronic mail or otherwise) of any change in the date, time, or location of the Auction to Qualified Bidders and the Consultation Parties and will cause publication of such change to occur on the Epiq Website (as defined below). If held, the Auction proceedings shall be transcribed and/or video recorded.

18. If the Debtors, subject to the express consent of the DIP Agent, determine not to hold an Auction, the Debtors shall file with the Court, serve on parties in interest, and cause to be published on the website maintained by Epiq Corporate Restructuring, LLC, the Debtors' claims and noticing agent in these Chapter 11 Cases, located at https://dm.epiq11.com/BFGSupply (the "Epiq Website"), within one day of making the determination, a notice containing the following information (as applicable): (i) a statement that the Auction has been canceled; (ii) the identity of the Successful Bidder; (iii) either include a copy of the Successful Bid or a summary of the material terms of such bid, or provide instructions for accessing the Successful Bid free of charge from the Epiq Website; and (iv) the date, time, and location of the Sale Hearing.

19. Any creditor of the Debtors shall be eligible to attend the Auction, subject to any other limitations as the Debtors may reasonably impose in accordance with the Bidding Procedures. Qualified Bidders participating in the Auction must attend the Auction personally or through a duly authorized representative. The Debtors may establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of a Qualified Bidder or otherwise attend the Auction.

20. Each Qualified Bidder participating in the Auction shall confirm in writing on the record that (i) it has not engaged in any collusion with respect to the Auction or the submission of

any bid for any of the Assets; and (ii) the Qualified Bid that gained the Qualified Bidder admission to participate in the Auction and each Qualified Bid submitted by the Qualified Bidder at the Auction constitutes a binding, good-faith, and *bona fide* offer to purchase the Assets identified in such bids.

21. Within one day after the conclusion of the Auction, the Debtors shall file with the Court, serve on parties in interest, and cause to be published on the Epiq Website, a notice setting forth the results of the Auction (the "Notice of Auction Results"). The Notice of Auction Results will (i) identify each Successful Bidder and each Backup Bidder; (ii) either include a copy of each Successful Bid and each Backup Bid or a summary of the material terms of such bid, or provide instructions for accessing each Successful Bid and each Backup Bid free of charge from the Epiq Website; and (iii) set forth the date, time, and location of the Sale Hearing and any other relevant dates or other information necessary to reasonably apprise the Sale Notice Parties of the outcome of the Auction.

E. Sale Noticing and Objection Procedures

22. All objections to the sale of the Assets (each, a "Sale Objection") shall be (a) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; (b) filed with the Court by **no later than October 12, 2026, at 4:00 p.m. (prevailing Eastern Time)** (the "Sale Objection Deadline"); and (c) served on the Objection Notice Parties (as defined in Section X.D of the Bidding Procedures).

23. Any party who fails to file and serve a timely Sale Objection in accordance with the terms of this Bidding Procedures Order shall be forever barred from asserting, at the Sale Hearing or thereafter, any Sale Objection to the relief requested in the Motion, or to the

consummation or performance of the sale of the Assets, including the transfer of Assets to the Successful Bidder free and clear of liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code, and shall be deemed to "consent" to such sale for purposes of section 363(f) of the Bankruptcy Code, provided, however, that nothing in this Bidding Procedures Order or the Bidding Procedures shall (i) constitute, or be deemed to constitute, the consent of the DIP Agent, the DIP Lenders, the Prepetition Agents, or the Prepetition Secured Creditors to a sale of any Assets, free and clear of the DIP Liens, the Prepetition Liens, or the Adequate Protection Liens or (ii) limit, waive, or impair any right of such parties under sections 363(f) or 363(k) of the Bankruptcy Code, the DIP Order, or the DIP Documents.

24. The Debtors shall file any reply to any Sale Objection, if any, by **no later than October 13, 2026 at 4:00 p.m. (prevailing Eastern Time).**

25. Consummation of the sale of the Assets pursuant to a Successful Bid shall be subject to Court approval. The Sale Hearing to (a) approve a sale of all, substantially all, or a portion of the Assets to the Successful Bidder(s) and (b) authorize the assumption and assignment of certain executory contracts and unexpired leases shall be held before the Court on **October 14, 2026, at 9:30 a.m. (prevailing Eastern Time)**; *provided, that*, the Debtors may seek an adjournment or rescheduling of the Sale Hearing consistent with the Bidding Procedures and this Bidding Procedures Order. At the Sale Hearing, the Debtors will seek Court approval of the Successful Bid(s) and the Backup Bid(s) (if any). Unless the Court orders otherwise, the Sale Hearing shall be an evidentiary hearing on matters relating to the sale transaction and there will be no further bidding at the Sale Hearing. If the Successful Bidder(s) cannot or refuses to consummate the Sale(s) because of the breach or failure on the part of such Successful Bidder, the

Debtors may, in accordance with the Bidding Procedures, designate the Backup Bid to be the new Successful Bid and the Backup Bidder to be the new Successful Bidder, and the Debtors shall be authorized, but not required, subject to the express consent of the DIP Agent and consultation with the Consultation Parties, to consummate the applicable transaction with the Backup Bidder without further order of the Court.

26. The Sale Notice, substantially in the form attached hereto as **Exhibit 2**, is approved, and no other or further notice of the proposed sale of the Assets, the Auction, the Sale Hearing, the Sale Objection Deadline shall be required if the Debtors serve and publish the Sale Notice in the manner provided in the Bidding Procedures and this Bidding Procedures Order.

27. By no later than two business days after the entry of this Bidding Procedures Order, the Debtors shall file with the Court, serve on the Sale Notice Parties, and cause to be published on the Epiq Website, the Sale Notice.

F. Assumption and Assignment Procedures

28. The Assumption and Assignment Notice, substantially in the form attached hereto as **Exhibit 4**, is approved, and no other or further notice of the Debtors' intention to assume or assign the Contracts or of the Debtors' proposed Cure Costs is necessary or required.

29. By no later than two business days after the entry of this Bidding Procedures Order, the Debtors shall file with the Court, serve on the applicable Counterparties (and counsel, if known), and cause to be published on the Epiq Website, the Assumption and Assignment Notice.

30. Any objection to the Debtors' proposed Cure Costs (each such objection, a "Cure Objection") shall be (a) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; (b) filed with the Court by **no later**

than 4:00 p.m. (prevailing Eastern Time) on the date that is 14 days after service of the Assumption and Assignment Notice; and (c) served on the Objection Notice Parties.

31. The Debtors, any Stalking Horse Bidder or, as applicable, the Successful Bidder, and the objecting Counterparty shall first confer in good faith to attempt to resolve the Cure Objection without Court intervention. If a Cure Objection is resolved in a manner that is not reasonably acceptable to the Debtors or the Successful Bidder, whether or not such resolution occurs prior to or after the closing of the sale of the Assets, the Debtors, any Stalking Horse Bidder or, as applicable, the Successful Bidder, may determine that any Contract subject to such resolved Cure Objection no longer will be assumed and assigned in connection with the sale of the Assets (subject to the terms of the applicable purchase agreement).

32. If a timely Cure Objection cannot otherwise be resolved by the parties, the Cure Objection may be heard at the Sale Hearing, at the next regularly scheduled omnibus hearing in these Cases, or such later date as may be agreed upon by the parties or fixed by the Court (each such Cure Objection, an "Adjourned Cure Objection"). An Adjourned Cure Objection may be resolved after the closing date of the sale of the Assets. Upon resolution of an Adjourned Cure Objection and the payment of the applicable cure amount, if any, to be made as soon as reasonably practicable or within five days of resolution of the Cure Objection, the Contract that was the subject of such Adjourned Cure Objection shall, at the election of the Successful Bidder, and subject to the Debtors' rights set forth in paragraph 31 of this Bidding Procedures Order, be deemed assumed and assigned to the Successful Bidder as of the closing date of the sale of the Assets. Notwithstanding anything to the contrary herein, with respect to any unexpired lease of nonresidential real property that is the subject of a Cure Objection, Adjourned Cure Objection or

Adequate Assurance Objection, the Debtors shall assume or assume and assign any such unexpired lease no later than the deadline imposed by section 365(d)(4) of the Bankruptcy Code.

33. If a Counterparty fails to file with the Court and serve on the Objection Notice Parties a timely Cure Objection, the Counterparty forever shall be barred from asserting any objection with regard to the cost to cure any defaults under the applicable Contract. The Cure Costs set forth in the applicable Assumption and Assignment Notice shall be controlling and will be the only amount necessary to cure outstanding defaults under the Contract and satisfy the requirements of section 365(b) of the Bankruptcy Code, and the Counterparty to the Contract shall be bound by and deemed to have consented to the Cure Costs.

34. In accordance with the Bidding Procedures, Qualified Bids shall be accompanied by Adequate Assurance Information (as defined in the Bidding Procedures). The Debtors shall promptly provide (with Email being acceptable), the Adequate Assurance Information to any Counterparty (and counsel, if known) to any Contract that may be assumed by the applicable Qualified Bidder.

35. Any objection to the proposed assumption and assignment of a Contract, the subject of which objection is a Successful Bidder's or any other relevant assignee's proposed form of adequate assurance of future performance with respect to the Contract (each such objection, an "Adequate Assurance Objection"), shall be (a) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; (b) filed with

the Court by **no later than October 12, 2026 at 4:00 p.m. (prevailing Eastern Time)**; and (c) served on the Objection Notice Parties.

36. The Debtors, the Successful Bidder, and a Counterparty that has filed an Adequate Assurance Objection shall first confer in good faith to attempt to resolve the Adequate Assurance Objection without Court intervention. If the parties are unable to consensually resolve the Adequate Assurance Objection prior to the commencement of the Sale Hearing, the Adequate Assurance Objection and all issues of adequate assurance of future performance of the Successful Bidder (or any other relevant assignee) shall be determined by the Court at the Sale Hearing, at the next regularly scheduled omnibus hearing in these Cases, or such later date as may be agreed upon by the parties or fixed by the Court.

37. If a Counterparty fails to file with the Court and serve on the Objection Notice Parties a timely Adequate Assurance Objection, the Counterparty shall be forever barred from asserting any objection to the assumption and/or assignment of a Contract with regard to adequate assurance of future performance. The Successful Bidder (or any other relevant assignee) shall be deemed to have provided adequate assurance of future performance with respect to a Contract in accordance with Bankruptcy Code sections 365(b)(1)(C), 365(f)(2)(B), and, if applicable, Bankruptcy Code section 365(b)(3), notwithstanding anything to the contrary in the Contract or any other document.

38. As soon as reasonably practicable after the closing of the sale of the Assets, the Debtors shall file with the Court, serve on the applicable Counterparties, and cause to be published

on the Epiq Website, a notice containing the list of Contracts that the Debtors assumed and assigned pursuant to any asset purchase agreement with a Successful Bidder.

39. The inclusion of a Contract or Cure Costs with respect to any Contract on any Assumption and Assignment Notice, shall not constitute or be deemed a determination or admission by the Debtors, any Stalking Horse Bidder, any Successful Bidder, or any other party that such Contract is an executory contract or an unexpired lease within the meaning of the Bankruptcy Code, and shall not be a guarantee that such Contract ultimately will be assumed or assigned. The Debtors reserve all of their rights, claims, and causes of action with respect to each Contract listed on any Assumption and Assignment Notice.

G. Other Related Relief

40. Notwithstanding anything herein or in the Bidding Procedures to the contrary, the Debtors shall not be permitted to (a) modify the consultation rights of the Consultation Parties in the Bidding Procedures or (b) modify the consent rights of the DIP Agent or Prepetition Agents, absent further order of this Court or the consent of any affected Consultation Parties, the DIP Agent, or the Prepetition Agents, as applicable.

41. All persons and entities that participate in the Auction or bid for the Assets during the Sale Process shall be deemed to have knowingly and voluntarily (i) consented to the core jurisdiction of the Court to enter any order related to the Bidding Procedures, the Auction, or any other relief requested in the Motion or granted in this Bidding Procedures Order; (ii) waived any right to a jury trial in connection with any disputes relating to the Bidding Procedures, the Auction, or any other relief requested in the Motion or granted in this Bidding Procedures Order; and (iii) consented to the entry of a final order or judgment in connection with any disputes relating to the

Bidding Procedures, the Auction, or any other relief requested in the Motion or granted in this Bidding Procedures Order, if it is determined that the Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the relevant parties.

42. Nothing in this Bidding Procedures Order, or any of the Exhibits hereto, shall (i) prevent the Debtors from, in the exercise of their fiduciary duties, pursuing or otherwise consummating an alternative transaction or (ii) obligate the Debtors to pursue or consummate any transaction with any Qualified Bidder.

43. Notwithstanding the applicability of any of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or any other provisions of the Bankruptcy Rules or the Local Rules stating to the contrary, the terms and provisions of this Bidding Procedures Order shall be immediately effective

and enforceable upon its entry, and any applicable stay of the effectiveness and enforceability of this Bidding Procedures Order is hereby waived.

44. The Debtors are authorized to take all steps necessary or appropriate to implement the relief granted in this Bidding Procedures Order.

45. This Bidding Procedures Order shall be binding on and inure to the benefit of the Debtors, including any Chapter 7 or Chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

46. This Bidding Procedures Order shall constitute the findings of fact and conclusions of law and shall take immediate effect upon execution hereof.

47. Except as set forth in paragraph 8 above, to the extent this Bidding Procedures Order is inconsistent with any prior order or pleading with respect to the Motion in these Chapter 11 Cases, the terms of this Bidding Procedures Order shall govern.

48. Notwithstanding the relief granted in this Bidding Procedures Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of *the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Bidding

Procedures Order, or any actions taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

49. To the extent any of the deadlines set forth in this Bidding Procedures Order do not comply with the Local Rules, such Local Rules are waived and the terms of this Bidding Procedures Order shall govern.

50. This Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Bidding Procedures Order.

Dated: September 14th, 2026
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Bidding Procedures

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (CTG)
Debtors.[1]	(Jointly Administered)

BIDDING PROCEDURES

The above-captioned debtors and debtors in possession (the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") will use the procedures set forth herein (the "Bidding Procedures") in connection with a sale or disposition of all, substantially all, or a portion of the Debtors' assets (the "Assets").

On August 18, 2026, the Debtors filed with the United States Bankruptcy Court for the District of Delaware (the "Court") the *Debtors' Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially all of the Debtors' Assets, (B) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. [●]] (the "Motion"). By the Motion, the Debtors sought, among other things, entry of an order approving Bidding Procedures for soliciting bids for an auction (the "Auction") of, and consummating a sale of, the Assets, as further described herein.

On [●], 2026, the Court entered an *Order (I) Approving Bidding Procedures for the Sale of Substantially all of the Debtors' Assets, (II) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V)*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors, LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief [Docket No. [●]] (the "Bidding Procedures Order").[2]

On [●], 2026, the Ontario Superior Court of Justice (Commercial List), granted an order (the "Bidding Procedures Recognition Order") recognizing and enforcing the Bidding Procedures Order in Canada.

I. ASSETS FOR SALE

The Debtors intend to sell all, substantially all, or a portion of their Assets.

A Prospective Bidder (as defined in Section III below) may bid on the Assets, subject to the conditions set forth herein.

The ability to undertake and consummate a sale of the Assets shall be subject to competitive bidding, as set forth herein, and approval by the Court. In addition to any Stalking Horse Bid (as defined in the Motion), and as set forth herein, the Debtors will consider bids for the Assets from other parties.

Any party interested in submitting a bid for any of the Debtors' Assets should contact the Debtors' investment banker:

SSG Advisors, LLC
Neil Gupta (ngupta@ssgca.com)
Teresa C. Kohl (tkohl@ssgca.com)
J. Scott Victor (jsvictor@ssgca.com)

II. KEY DATES AND DEADLINES

DEADLINE	EVENT
Two business days after the entry of the Bidding Procedures Order	Deadline for Debtors to file and serve Sale Notice
Two business days after the entry of the Bidding Procedures Order	Deadline for Debtors to file and serve Assumption and Assignment Notice
4:00 p.m. (prevailing Eastern Time) on the date that is 14 days after service of the Assumption and Assignment Notice	Cure Objection Deadline
September 28, 2026, at 4:00 p.m. (prevailing Eastern Time)	Deadline for Debtors to designate a Stalking Horse Bidder
October 2, 2026, at 4:00 p.m. (prevailing Eastern Time)	Bid Deadline
Five days after the Stalking Horse Notice is filed	Stalking Horse Objection Deadline

[2] Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms later in these Bidding Procedures or in the Motion, the Bidding Procedures Order, and the Interim DIP Order, as applicable.

DEADLINE	EVENT
October 6, 2026, at 10:00 a.m. (prevailing Eastern Time)	Auction
One day after the conclusion of the Auction	Deadline for Debtors to file and serve Notice of Auction Results
October 12, 2026, at 4:00 p.m. (prevailing Eastern Time)	Sale Objection Deadline and Adequate Assurance Objection Deadline
October 13, 2026, at 4:00 p.m. (prevailing Eastern Time)	Debtors' Deadline to Reply to Sale Objections
October 14, 2026, at 9:30 a.m. (prevailing Eastern Time)	Sale Hearing
October 21, 2026	Deadline for entry of a recognition order in the recognition proceedings commenced before the Ontario Superior Court of Justice (Commercial List) (the "Recognition Proceedings") (if necessary)
October 22, 2026	Deadline to consummate approved Sale

III. DUE DILIGENCE

Each person or entity that desires to participate in the Auction must first deliver to SSG (contact information in Section I above and in this Section III) the following:

- documentation identifying the Prospective Bidder, its principals, and the representatives thereof who are authorized to appear and act on its behalf for all purposes regarding the contemplated Sale;

- an executed confidentiality agreement, in form and substance satisfactory to the Debtors;

- a statement and other factual support demonstrating to the Debtors and their advisors, in their sole judgment, that the Prospective Bidder has a *bona fide* interest in purchasing some or all of the Assets; and

- preliminary proof by the Prospective Bidder of its financial capacity to close a proposed sale transaction, which may include current unaudited or verified financial statements of, or verified financial commitments obtained by, the Prospective Bidder (or, if the Prospective Bidder is an entity formed for the purpose of acquiring the Assets to be sold, the party that will bear liability for a breach by the Prospective Bidder of an asset purchase agreement or other agreement entered into in respect of the sale transaction), the adequacy of which the Debtors and their advisors will determine in their sole judgment.

The Debtors and their advisors shall have the right to disclose on a confidential basis to the DIP Agent, the Prepetition Agents, the Creditors' Committee, and their respective advisors each Prospective Bidder's identity, its bid and any related diligence materials.

Any person or entity that delivers the foregoing shall be a "Prospective Bidder." Without the need for any further action, any Stalking Horse Bidder is a Prospective Bidder and a Qualified Bidder (as defined in Section VI.C below).

Upon execution of a valid confidentiality agreement and subject to the other limitations and guidelines set forth herein, the Debtors may grant a Prospective Bidder that the Debtors identify as reasonably likely to become a Qualified Bidder with access to information allowing such Prospective Bidder to conduct due diligence with respect to the potential acquisition of some or all of the Assets. If any Prospective Bidder is (or is affiliated with) a competitor of the Debtors, the Debtors will not be required to disclose to such Prospective Bidder any trade secrets or proprietary information (as determined by the Debtors in their sole discretion), unless the confidentiality agreement executed by such Prospective Bidder is satisfactory to the Debtors and contains provisions sufficient to ensure that such Prospective Bidder will not use such trade secrets or proprietary information for an improper purpose or to gain an unfair competitive advantage.

If the Debtors determine, after consulting with the Consultation Parties, that a Prospective Bidder is unlikely to qualify as a Qualified Bidder or fails to become a Qualified Bidder, then such Prospective Bidder shall have no further right to access due diligence or any other non-public information. The Prospective Bidder shall return or destroy any non-public information the Debtors or their advisors provided to the Prospective Bidder in accordance with the terms of the confidentiality agreement executed by the Debtors and the Prospective Bidder.

The Debtors will use reasonable efforts to accommodate all reasonable requests from Prospective Bidders for additional information and due diligence access. All due diligence requests shall be directed to the Debtors' investment banker:

SSG Advisors, LLC
Neil Gupta (ngupta@ssgca.com)
Teresa C. Kohl (tkohl@ssgca.com)
J. Scott Victor (jsvictor@ssgca.com)

IV. STALKING HORSE DESIGNATION PROCEDURES

The procedures set forth in this section (the "Stalking Horse Designation Procedures") shall apply to the designation of any Stalking Horse Bidder, Stalking Horse Agreement and Bid Protections.

Subject to the provisions set forth herein, the Bidding Procedures Order, and in consultation with the Consultation Parties, the Debtors may, subject to the express consent of the DIP Agent, designate one or more Stalking Horse Bidders that submits a Qualified Bid (as defined below) acceptable to the Debtors, subject to higher or otherwise better offers at the Auction, **no later than September 28, 2026, at 4:00 p.m. (prevailing Eastern Time)**, which deadline may be extended by the Debtors (after consultation with the Consultation Parties and subject to the express consent of the DIP Agent).

The Debtors, in consultation with the Consultation Parties, and subject to the express consent of the DIP Agent, may provide one or more bid protections, including break-up fees and/or

reimbursement of expenses, if any, for documented, actual, and necessary expenses incurred by any Stalking Horse Bidder (collectively, the "Bid Protections"); *provided*, that any break-up fee shall not exceed 3%.

The Debtors shall file a notice (the "Stalking Horse Notice") regarding such selection and any Bid Protections. The Stalking Horse Notice shall be served on (i) the U.S. Trustee, (ii) the Consultation Parties, and (iii) any party that has filed the appropriate notice pursuant to Bankruptcy Rule 2002 requesting notice of all pleadings filed in these Chapter 11 Cases (the "Stalking Horse Notice Parties") with no further or other notice regarding the Stalking Horse Bidder, the Stalking Horse Bid, or the Bid Protections being required. To the extent the Stalking Horse Bid includes any of the Debtors' assets located in Canada, the Information Officer appointed in Recognition Proceeding shall be a Stalking Horse Notice Party. Any Stalking Horse Notice shall (a) set forth the identity of the Stalking Horse Bidder (and if the Stalking Horse Bidder is a newly formed entity, then the Stalking Horse Bidder's parent company or sponsor); (b) set forth the amount of the Stalking Horse Bid and any Bid Protections; (c) state whether the Stalking Horse Bidder has any connection to the Debtors other than those that arise from the Stalking Horse Bid; (d) confirm the proposed Bid Protections are consistent with the Bidding Procedures Order; (e) attach the purchase agreement finalized with the Stalking Horse Bidder or otherwise summarize the material terms thereof; and (f) set forth the deadline to object to the Stalking Horse Bidder designation. All parties in interest shall have the right to object to the Debtors' designation of a Stalking Horse Bidder on any grounds, including objections to the Bid Protections and the form of proposed order.

Objections to the designation of a Stalking Horse Bidder or any of the terms of the applicable Stalking Horse Notice (a "Stalking Horse Objection") shall (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (c) state, with specificity, the legal and factual bases thereof and (d) be filed with the Court and served on the Objection Notice Parties. The Stalking Horse Objection shall be filed within five days after the Stalking Horse Notice is filed. If a timely Stalking Horse Objection is filed, the Debtors are authorized to seek an expedited hearing with respect to the Stalking Horse Objection on not less than three calendar days' notice. Absent any timely Stalking Horse Objection, the Court may enter an order approving the Bid Protections set forth in the Stalking Horse Notice and the designation of the Stalking Horse (the "Stalking Horse Order"). For the avoidance of doubt, entry of the Stalking Horse Order shall not constitute approval of the sale of the Debtors' assets to the Stalking Horse Bidder and all parties rights to object to approval of the sale to the Stalking Horse Bidder are preserved.

Upon filing of the Stalking Horse Notice, any Stalking Horse Agreement executed by the Debtors and the transactions contemplated thereby will be deemed a Qualified Bid for all purposes, and any Stalking Horse Bidder party to a Stalking Horse Agreement executed by the Debtors will be deemed to be a Qualified Bidder.

Other than as provided by order of the Court, no party submitting a Bid shall be entitled to a break-up fee or expense reimbursement except for the Bid Protections for any Stalking Horse Bidder. Any substantial contribution claims by any bidder are deemed waived.

V. BID DEADLINE

Any Prospective Bidder that intends to participate in the Auction must submit in writing to the Bid Notice Parties a Qualified Bid (as defined in Section VI.C below) on or before **October 2, 2026, at 4:00 p.m. (prevailing Eastern Time**) (the "Bid Deadline"). The Debtors shall promptly provide a copy of each bid to each of the Consultation Parties, but in no event later than the day after the Bid Deadline.

VI. BID REQUIREMENTS

A. Qualified Bid Requirements

To qualify as a "Qualified Bid," a bid must be in writing and satisfy the following requirements (provided that, notwithstanding anything to the contrary herein, any Credit Bid shall constitute a Qualified Bid submitted by a Qualified Bidder without further action and shall not be required to provide a Good Faith Deposit):

1. Identification of Bidder. A Qualified Bid must fully disclose the following: (a) the legal identity of each person or entity bidding for the Assets and/or otherwise sponsoring, financing (including through the issuance of debt in connection with such bid), or participating in (including through license or similar arrangement with respect to the Assets to be acquired in connection with such bid) the Auction in connection with such bid and the complete terms of any such participation; and (b) any past or present connections or agreements with the Debtors, any Stalking Horse Bidder, any other known Prospective Bidder or Qualified Bidder, the Prepetition Secured Creditors, the DIP Credit Parties, or any officer or director of any of the foregoing (including any current or former officer or director of the Debtors).

2. Purchased Assets. A Qualified Bid must identify the following:

   a. the Assets to be purchased, including any executory contracts and unexpired leases (collectively, the "Contracts") that, as of the submission of such bid, the Prospective Bidder proposes to be assumed and assigned by the Debtors in connection with the proposed sale; and

   b. the liabilities, if any, to be assumed, including any debt to be assumed.

3. Form of Consideration.

   a. Credit Bidding. The DIP Agent and the Prepetition Agents may, to the extent permitted by their applicable loan documents and subject to the terms of the DIP Order, including any Challenge, credit bid all or any portion of such secured party's claims against the Debtors (the "Credit Bid"). Any Credit Bid shall be a Qualified Bid without

the need to provide any Good Faith Deposit and the Prepetition Agents shall each be a Qualified Bidder in connection with such Credit Bid.

b. Consideration. Other than a Credit Bid, each other bid must include a statement confirming that the bid is based on an all-cash offer, or if a bid includes forms of consideration other than cash, the bidder shall include an analysis or description of the value of such non-cash components, including any supporting documentation, to assist the Debtors and the Consultation Parties in evaluating the bid.

4. Minimum Bid for Assets. If a Stalking Horse Bidder has been designated, each bid that is not a Stalking Horse Bid must have a value to the Debtors, as determined by the Debtors, in consultation with the Consultation Parties, that is greater than or equal to the sum of the value offered under the Stalking Horse Agreement, plus (a) the amount of the Bid Protections and (b) the Minimum Overbid amount (collectively, the "Minimum Bid Amount").

If the value of a bid relative to any Stalking Horse Bid includes additional non-cash components (such as fewer contingencies than are in any Stalking Horse Agreement), the bidder should include an analysis or description of the value of any such additional non-cash components, including any supporting documentation, to assist the Debtors and the Consultation Parties in better evaluating the competing bid.

If a Stalking Horse Bidder is not designated pursuant to the Stalking Horse Designation Procedures, the Debtors, in consultation with the Consultation Parties, may set a minimum bid requirement, which shall be considered the Minimum Bid Amount for all purposes hereunder. In such case, the Debtors will notify all Prospective Bidders of the Minimum Bid Amount no later than October 5, 2026, at 5:00 p.m.

5. Proposed Asset Purchase Agreement. A Qualified Bid must constitute an irrevocable offer and be in the form of an asset purchase agreement reflecting the terms and conditions of the bid (each, a "Proposed Asset Purchase Agreement"). A Proposed Asset Purchase Agreement shall be (a) duly authorized and executed; (b) based on, and marked against, the form asset purchase agreement provided by the Debtors (the "Form APA") or, if a Stalking Horse Bidder has been designated, the Stalking Horse Agreement, to reflect the proposed sale transaction and to show any other proposed modifications to the Form APA or Stalking Horse Agreement, as applicable; (c) specify the proposed purchase price for the Assets in U.S. dollars; and (d) identify any Contracts that, as of the submission of such bid, the Prospective Bidder proposes to be assumed and assigned by the Debtors in connection with the proposed sale transaction.

6. Financial Information. A Qualified Bid must include the following:

   a. Other than a Credit Bid, a statement that the Prospective Bidder is financially capable of consummating the sale transaction contemplated by the Prospective Bidder's Proposed Asset Purchase Agreement and Proposed Sale Order;

   b. Other than a Credit Bid, sufficient evidence, as determined by the Debtors in their sole discretion, to determine that the Prospective Bidder has, or will obtain, the financial wherewithal to consummate the sale transaction contemplated by the Prospective Bidder's Proposed Asset Purchase Agreement and Proposed Sale Order; and

   c. Adequate Assurance Information (as defined in Section VI.A.8 below) with respect to any Contracts included or that may be included in the Prospective Bidder's bid, including the identity of any known proposed assignee of the applicable Contracts (if different from the Prospective Bidder), including contact information for such proposed assignee;

7. Good Faith Deposit. Each Qualified Bid (other than a Credit Bid, for which no deposit is required) must be accompanied by a good faith deposit (each, a "Good Faith Deposit") in the form of cash in an amount equal to ten percent (10%) of the proposed purchase price for the Assets. The Good Faith Deposits shall be deposited **no later than October 5, 2026 at 3:00 pm (prevailing Eastern Time)** with an escrow agent selected by the Debtors (the "Escrow Agent") and held in escrow until 10 business days after the conclusion of the Auction, except for the Good Faith Deposit of any bidder who is selected at the Auction as a Successful Bidder or as a Backup Bidder, and thereafter returned to the respective Qualified Bidders in accordance with Section VII.D of these Bidding Procedures.

   For the avoidance of doubt, to the extent the purchase price of a bid is increased at any time or from time to time, whether prior to the commencement of, or during, the Auction (if any), the amount of the required Good Faith Deposit shall automatically increase accordingly (*i.e.*, to equal ten percent (10%) of such increased purchase price), and the corresponding Prospective Bidder shall promptly deposit the amount of such increase into escrow within one business day following such increase. Without limiting the foregoing, if a purchase price is increased in order for a bid to qualify as a Qualified Bid, the Debtors may condition the applicable Prospective Bidder's participation in the Auction (if any) on such Prospective Bidder depositing the full amount of the then-required Good Faith Deposit into escrow prior to the commencement of the Auction. Moreover, the amount of the required Good Faith Deposit shall likewise automatically increase accordingly (*i.e.*, to equal ten percent (10%) of such increased purchase price) with respect to any Successful Bid

or Backup Bid, and the corresponding Successful Bidder or Backup Bidder shall promptly deposit the amount of such increase into escrow within one business day following the close of the Auction.

8. Adequate Assurance. A Qualified Bid must include evidence of the Prospective Bidder's (or any other relevant assignee's) ability to comply with section 365 of the Bankruptcy Code (to the extent applicable), including providing adequate assurance of such Prospective Bidder's (or any other relevant assignee's) ability to perform future obligations arising under any Contracts included in its bid. The Debtors may require the following information in connection with demonstrating adequate assurance of future performance: (a) information evidencing the Prospective Bidder's (or any other relevant assignee's) financial wherewithal and willingness to perform under any Contracts included in the bid, which information may include (i) a corporate organizational chart or similar disclosure identifying corporate ownership and control, (ii) financial statements, (iii) tax returns, and (iv) annual reports; and (b) the Prospective Bidder's (or any other relevant assignee's) proposed use of any leased premises or other property included in the bid (the information described in clauses (a) and (b) of this Section VI.A.8, the "Adequate Assurance Information").

   All Adequate Assurance Information must be in a form that will permit its immediate dissemination to Contract counterparties ("Counterparties"), with email being acceptable.

9. Representations and Warranties (As-Is, Where-Is). Each Qualified Bid must include a written acknowledgement and representation that (a) the Prospective Bidder has had an opportunity to conduct any and all due diligence regarding the Assets prior to making its Qualified Bid, (b) the Prospective Bidder has relied solely upon its own or its advisors' independent review, investigation, and/or inspection of any documents and/or the Assets in making its Qualified Bid, (c) the Prospective Bidder did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise, regarding the Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Prospective Bidder's Proposed Asset Purchase Agreement; and (d) the Assets will be conveyed "as is, where is, with all faults," with limited representations and warranties, and no indemnification or guarantees by the Debtors.

10. Authorization. A Qualified Bid must (a) include evidence of authorization and approval from the Prospective Bidder's board of directors (or comparable governing body) with respect to the submission, execution, and delivery of any bid for the Assets, participation in the Auction, and closing of the sale transaction contemplated by the Prospective Bidder's

Proposed Asset Purchase Agreement and Proposed Sale Order; or, (b) if the Prospective Bidder is an entity formed for the purpose of effecting the proposed sale transaction, a Qualified Bid must provide written evidence acceptable to the Debtors of authorization and the approval by the equity holder(s) of such Prospective Bidder.

11. Other Requirements. A Qualified Bid must:

a. state that the Prospective Bidder agrees to serve as a backup bidder (a "Backup Bidder") if such bidder's Qualified Bid is selected at the Auction as the next highest or next best bid after the Successful Bid (as defined in Section VII.C.1 below) for the Assets (each such bid, a "Backup Bid");

b. state that the bid represents a binding, good-faith, and *bona fide* offer to purchase the Assets and is not subject to or conditioned on any further due diligence, and is irrevocable (i) until the selection of the Successful Bid in accordance with these Bidding Procedures; or (ii) if the bid is selected as a Successful Bid or as a Backup Bid, until the Backup Bid Expiration Date (as defined in Section VII.C.2 below);

c. for any bidder other than any Stalking Horse Bidder, state and acknowledge that the Prospective Bidder shall not be entitled to any bidding protection or payment in connection with the submission of a bid for the Assets or otherwise participating in the Sale process;

d. state that the Prospective Bidder is committed to closing the sale transaction contemplated in its bid as soon as practicable (and in no event later than October 22, 2026);

e. expressly waive any claim or right to assert any substantial contribution administrative expense claim under section 503(b) of the Bankruptcy Code in connection with bidding for any of the Assets and/or otherwise participating in the Auction or the Sale process;

f. not contain any financing contingencies of any kind;

g. state whether the Prospective Bidder intends to offer future employment to any of the Debtors' employees and, if so, to whom;

h. certify that the Prospective Bidder did not collude with any other bidders and is not otherwise a partnership, joint venture, or other entity in which more than one bidder (or any affiliates of a bidder) has a direct or indirect interest, unless consented to in writing by the Debtors;

i. include a covenant to comply with the terms of these Bidding Procedures and the Bidding Procedures Order; and

j. contain such other information as may be reasonably requested by the Debtors.

B. Bid Review Process

The Debtors will evaluate bids and, based upon their evaluation of the content of each bid, the Debtors may, as they deem appropriate in their reasonable business judgment and in a manner consistent with their fiduciary duties and applicable law, engage in negotiations with any Prospective Bidder for the purposes of (i) curing any deficiencies in a bid that prevents it from constituting a Qualified Bid, (ii) improving the terms of the Prospective Bidder's bid, or (iii) otherwise promoting a more competitive bidding and Auction process with the ultimate goal of maximizing the value of the Assets; provided that the Debtors shall not waive, amend, or modify any bid requirement set forth in Section VI.A in a manner that is adverse to the DIP Credit Parties or the Prepetition Secured Creditors without the express consent of the DIP Agent or the Prepetition Secured Creditors, as applicable.

In evaluating a bid, the Debtors may take into consideration any and all factors that the Debtors deem reasonably pertinent, including (i) the amount of the proposed purchase price and proposed form of consideration; (ii) any Assets included in, or excluded from, the bid, including any Contracts to be assumed and assigned; (iii) the value to be provided to the Debtors under the bid, including the net economic effect on the Debtors' estates (taking into account any Stalking Horse Bidder's rights with respect to any Bid Protections and the amounts necessary to fund a wind-down of the Debtors' estates); (iv) any benefits to the Debtors' estates from any assumption or waiver of liabilities contemplated by the bid; (v) the structure of the proposed sale transaction and any attendant execution risk, including conditions to, timing of, and certainty of closing; termination provisions; availability of financing and general financial wherewithal to meet all commitments; and any required governmental approvals; and (vi) the impact of the proposed sale transaction on the Debtors' employees, trade creditors, landlords, and any other parties-in-interest.

The Debtors will evaluate timely bids and will (i) after consultation with the Consultation Parties, determine which bids qualify as Qualified Bids, and subject to the express consent of the DIP Agent, which Qualified Bid has been selected as the Baseline Bid and (ii) notify bidders whether they are Qualified Bidders as soon as commercially reasonable following the Bid Deadline. A Qualified Bidder shall not (without the consent of the Debtors), modify, amend, or withdraw its Qualified Bid, unless for the purposes of increasing the purchase price or otherwise improving the terms of the Qualified Bid, as determined by the Debtors in their reasonable business judgment.

C. Qualified Bidders

A (a) bid received for the Assets that the Debtors determine satisfies the requirements set forth in Sections V and VI.A above and (b) credit bid by the DIP Credit Parties and/or Prepetition Secured Creditors will in each case qualify as a "Qualified Bid," and (a) any bidder that submits a

Qualified Bid and (b) the DIP Credit Parties and the Prepetition Secured Creditors will in each case qualify as a "Qualified Bidder."

The Debtors may, in their reasonable business judgment, in a manner consistent with their fiduciary duties and applicable law, amend or waive the conditions precedent to qualifying as a Qualified Bidder; provided that the Debtors may not amend or waive any terms or conditions that are subject to the consent of the DIP Agent without the DIP Agent's prior written consent.

D. Bid Protections

Other than any Bid Protections approved by the Court in connection with a Stalking Horse Bid, if any, no bidder or any other party shall be entitled to any termination or "break-up" fee, expense reimbursement, or any other bidding protection in connection with the submission of a bid for the Assets or otherwise participating in the Auction or the sale process.

VII. THE AUCTION

If the Debtors receive more than one Qualified Bid (including a combination of bids that, when considered together, constitute a Qualified Bid) for the Assets, the Debtors will conduct an Auction for the Assets. If any Stalking Horse Bid is the only Qualified Bid received in respect of the Assets, the Debtors will not conduct an Auction for the Assets and will seek approval of such Stalking Horse Bid at the Sale Hearing. If the Debtors determine not to hold an Auction, within one day of making the determination, the Debtors will file with the Court, serve on parties in interest, and cause to be published on the Epiq Website within one day of making the determination, a notice containing the following information, as applicable: (i) a statement that the Auction for the Assets has been canceled; (ii) the identity of the Successful Bidder; (iii) a copy of the Successful Bid or a summary of the material terms of such bid, including any assumption and assignment of Contracts contemplated thereby, or provide instructions for accessing the Successful Bid free of charge from the Epiq Website; and (iv) the date, time, and location of the Sale Hearing.

The Auction, if required, will be conducted on **October 6, 2026, at 10:00 a.m. (prevailing Eastern Time)**, either (i) at the offices of Cole Schotz P.C., 500 Delaware Avenue Suite 600 Wilmington, DE 19801, or (ii) virtually or at such other date, time or location as designated by the Debtors, after consulting with the Consultation Parties. If the Debtors conduct the Auction virtually, the Debtors will provide instructions setting forth how to attend the Auction to the participants and other attendees via electronic mail. The Debtors will provide notice (via electronic mail or otherwise) of any change in the date, time or location of the Auction to Qualified Bidders and the Consultation Parties, and will cause publication of such change to occur on the Epiq Website.

If held, the Auction proceedings will be transcribed and/or video recorded.

A. Participants and Attendees

Any creditor of the Debtors shall be permitted to attend the Auction, subject to other limitations as may be reasonably imposed by the Debtors in accordance with these Bidding Procedures. Qualified Bidders participating in the Auction must attend the Auction personally or through a duly authorized representative. Subject to the Auction procedures set forth in Section

VII.B, all Qualified Bidders and the Consultation Parties are permitted to attend the Auction; *provided* that the Debtors may, in their sole discretion, establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of a Qualified Bidder or otherwise attend the Auction.

Each Qualified Bidder participating in the Auction will be required to confirm in writing and on the record at the Auction that (i) it has not engaged in any collusion with respect to the Auction or the submission of any bid for any of the Assets and (ii) its Qualified Bid that gained the Qualified Bidder admission to participate in the Auction and each Qualified Bid submitted by the Qualified Bidder at the Auction is a binding, good-faith, and *bona fide* offer to purchase the Assets identified in such bids.

All Prospective Bidders and Qualified Bidders (including any Stalking Horse Bidder, Successful Bidder, and Backup Bidder) shall be deemed to have (i) agreed that all proceedings in the Court related to these Bidding Procedures, the Auction, any other relief requested in the Motion or granted pursuant to the Bidding Procedures Order, or the construction or enforcement of any agreement or any other document directly relating to the sale transaction are core proceedings as described in 28 U.S.C. § 157; (ii) waived any right to a jury trial in connection with any disputes relating to these Bidding Procedures, the Auction, or the construction or enforcement of any agreement or any other document directly relating to the sale transaction; and (iii) consented to the entry of a final order or judgment by the Court in connection with any disputes relating to these Bidding Procedures, the Auction, or the construction or enforcement of any agreement or any other document relating directly to the sale transaction, if it is determined that the Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the relevant parties.

B. Auction Procedures

The Auction shall be governed by the following procedures, subject to the Debtors' right to modify such procedures in their reasonable business judgment (in a manner consistent with their fiduciary duties and in consultation with the Consultation Parties):

1. Baseline Bids. Prior to the commencement of the Auction, the Debtors will determine, in their reasonable business judgment (and in consultation with the Consultation Parties and subject to the express consent of the DIP Agent) the highest and/or best Qualified Bid submitted for the Assets (such Qualified Bid, a "Baseline Bid"). Bidding at the Auction shall commence at the amount of the Baseline Bid. **No later than October 5, 2026 at 5:00 p.m. (prevailing Eastern Time)**, the Debtors will provide all Qualified Bidders with (a) a notice identifying all the Qualified Bidders and which Qualified Bid is the Baseline Bid; and (b) a copy of the Baseline Bid.

2. Minimum Overbid. Bidding shall commence at the Baseline Bid. The first overbid at the Auction shall be in an amount not less than the amount of the Baseline Bid plus the Minimum Overbid. In consultation with Consultation Parties, the Minimum Overbid amount will be determined based on the Qualified Bids received and the assets contemplated being sold (the

"Minimum Overbid"). At each round of bidding, Qualified Bidders may submit successive bids higher than the Leading Bid (as defined below) from the prior round. During the Auction, the Debtors may, in their reasonable discretion and in consultation with the Consultation Parties, announce increases or reductions to Minimum Overbids at any time; provided that any reduction of a Minimum Overbid shall be subject to the express consent of the DIP Agent. For the avoidance of doubt, a Credit Bid may be increased at the Auction on a dollar-for-dollar basis by additional credit bid amounts, and no credit bidder shall be required to include cash consideration in any overbid except as required by section 363(k) of the Bankruptcy Code or the DIP Order.

Except as specifically set forth herein, for the purpose of evaluating the value of the consideration provided by any bid subsequent to the Baseline Bid, the Debtors will, at each round of bidding, consider and/or give effect to (a) any Bid Protections payable to any Stalking Horse Bidder under the Stalking Horse Agreement; (b) any additional liabilities to be assumed by a Qualified Bidder under the bid, including whether such liabilities are secured or unsecured; and (c) any additional costs that may be imposed on the Debtors.

3. Leading Bid. After the first round of bidding and between each subsequent round of bidding, in consultation with the Consultation Parties, the Debtors will announce the bid that they believe, subject to the prior written consent of the DIP Agent (in its sole discretion), to be the highest or otherwise best offer for the Assets (such bid, a "Leading Bid") and describe the material terms thereof. Each round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a subsequent bid with full knowledge of the material terms of the Leading Bid.

The Auction will include open bidding in the presence of all other Qualified Bidders. Each Qualified Bidder shall have the right to be present for all rounds of bidding and to submit additional bids and make modifications to its Proposed Asset Purchase Agreement at the Auction to improve its bid. The Debtors may, in their reasonable business judgment, negotiate with any and all Qualified Bidders participating in the Auction.

The Debtors shall have the right to determine, in their reasonable business judgment after consultation with the Consultation Parties, subject to the prior written consent of the DIP Agent (in its sole discretion), which bid is the highest or otherwise best bid with respect to the Assets and, after consultation with the Consultation Parties, reject, at any time, without liability, any bid that the Debtors deem to be inadequate or insufficient, not in conformity with the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, these Bidding Procedures, any order of the Court, or the best interests of the Debtors and their estates.

C. Auction Results

1. Successful Bids. Immediately prior to the conclusion of the Auction, the Debtors will (a) determine, consistent with these Bidding Procedures and in consultation with the Consultation Parties, subject to the prior written consent of the DIP Agent (in its sole discretion), which Qualified Bid constitutes the highest or otherwise best bid (such bid, a "Successful Bid") and (b) notify all Qualified Bidders at the Auction of the identity of the bidder that submitted the Successful Bid (such bidder, a "Successful Bidder") and the amount of the purchase price and other material terms of the Successful Bid. Notwithstanding anything contained herein to the contrary and for the avoidance of doubt, selection of the Successful Bidder and approval of the ultimate sale transaction or transactions will require the prior written approval of the DIP Agent (in its sole discretion).

2. Backup Bids. Immediately prior to the conclusion of the Auction, the Debtors will (a) determine, in a manner consistent with these Bidding Procedures and in consultation with the Consultation Parties, subject to the prior written consent of the DIP Agent (in its sole discretion), which Qualified Bid, other than any Credit Bid, is the Backup Bid; and (b) notify all Qualified Bidders at the Auction of the identity of the Backup Bidder and the amount of the purchase price and other material terms of the Backup Bid.

   Except as may otherwise be provided in any Stalking Horse Agreement, a Backup Bid will remain binding on the applicable Backup Bidder until the later of (a) the first business day after the closing of the sale transaction with the Successful Bidder for the Assets and (b) 30 days after the Sale Hearing (such date, the "Backup Bid Expiration Date"). If the sale transaction with the Successful Bidder is terminated prior to the Backup Bid Expiration Date, the Backup Bidder shall be deemed the new Successful Bidder for the Assets and shall be obligated to consummate the Backup Bid as if it were the Successful Bid at the Auction; *provided* that the Debtors may, in their reasonable business judgment (after providing notice to the Sale Notice Parties and after consultation with the Consultation Parties, subject to the express consent of the DIP Agent) elect not to pursue the sale transaction contemplated by the Backup Bid.

3. Notice of Auction Results. Within one day after the conclusion of the Auction, the Debtors will file with the Court, serve on parties in interest, and cause to be published on the Epiq Website, a notice setting forth the results of the Auction (the "Notice of Auction Results"), which will (a) identify each Successful Bidder and the Backup Bidder; (b) include a copy of each Successful Bid and the Backup Bid or a summary of the material terms of such bids, or provide instructions for accessing each Successful Bid and the Backup Bid free of charge from the Epiq Website; and (c) set forth the Sale Objection Deadline (as defined in Section X.D

below), the date, time, and location of the Sale Hearing and any other relevant dates or other information necessary to reasonably apprise parties in interest of the outcome of the Auction.

D. Good Faith Deposit

1. Prospective Bidders. Within five business days after the Debtors make final determinations as to which Prospective Bidders qualify as Qualified Bidders, the Escrow Agent shall return to each Prospective Bidder that did not qualify as a Qualified Bidder, as confirmed by the Debtors, such Prospective Bidder's Good Faith Deposit. Upon the authorized return of a Prospective Bidder's Good Faith Deposit in accordance with this Section VII.D, the bid of such Prospective Bidder shall be deemed terminated and no longer binding against the Prospective Bidder.

2. Qualified Bidders.

   a. Forfeiture of Good Faith Deposit. The Good Faith Deposit of a Qualified Bidder shall be forfeited if the Qualified Bidder attempts to withdraw its Qualified Bid, except as may be permitted by these Bidding Procedures, during the time the Qualified Bid remains binding and irrevocable under these Bidding Procedures. The Debtors and their estates shall be entitled to retain the Qualified Bidder's Good Faith Deposit as partial compensation for the damages caused to the Debtors and their estates as a result of the Qualified Bidder's failure to adhere to the terms of these Bidding Procedures and/or the relevant Qualified Bid. If a Qualified Bidder's Good Faith Deposit is deemed forfeited, the Escrow Agent shall release such Good Faith Deposit by wire transfer of immediately available funds to an account designated by the Debtors within two business days after the Escrow Agent receives written notice by an authorized officer of the Debtors stating that the applicable Qualified Bidder has breached or otherwise failed to satisfy its obligations in accordance with these Bidding Procedures and the applicable Qualified Bid.

   b. Return of Good Faith Deposit. With the exception of the Good Faith Deposits of the Successful Bidder and the Backup Bidder, the Escrow Agent shall return to any other Qualified Bidder the Qualified Bidder's Good Faith Deposit, within 10 business days after the conclusion of the Auction for the Assets.

   c. Backup Bidder. Unless the Backup Bidder becomes the Successful Bidder, the Escrow Agent shall return the Backup Bidder's Good Faith Deposit, within 10 business days after the occurrence of the applicable Backup Bid Expiration Date; *provided, however*, if the Backup Bidder becomes the Successful Bidder, its Good Faith

Deposit shall be forfeited if it fails to consummate the sale transaction because of a breach that entitles the Debtors to terminate the applicable asset purchase agreement with such Backup Bidder, and the Debtors and their estates shall be entitled to retain the Backup Bidder's Good Faith Deposit as partial compensation for the damages caused to the Debtors and their estates as a result of such breach. If a Backup Bidder's Good Faith Deposit is deemed forfeited, the Escrow Agent shall release such Good Faith Deposit by wire transfer of immediately available funds to an account designated by the Debtors within two business days after the Escrow Agent receives written notice by an authorized officer of the Debtors stating that the applicable Backup Bidder has breached or otherwise failed to satisfy its obligations in accordance with these Bidding Procedures and the applicable Backup Bidder.

d. Successful Bidder. At the closing of the sale transaction, the Successful Bidder shall be entitled to a credit against the purchase price in the amount of the Successful Bidder's Good Faith Deposit. The Good Faith Deposit of a Successful Bidder shall be forfeited if the Successful Bidder fails to consummate the sale transaction because of a breach that entitles the Debtors to terminate the applicable asset purchase agreement with such Successful Bidder, and the Debtors and their estates shall be entitled to retain the Successful Bidder's Good Faith Deposit as partial compensation for the damages caused to the Debtors and their estates as a result of such breach. If a Successful Bidder's Good Faith Deposit is deemed forfeited, the Escrow Agent shall release such Good Faith Deposit by wire transfer of immediately available funds to an account designated by the Debtors within two business days after the Escrow Agent receives written notice by an authorized officer of the Debtors stating that the Successful Bidder has breached or otherwise failed to satisfy its obligations in accordance with these Bidding Procedures and the Successful Bid.

VIII. SALE HEARING

The Successful Bid (including any Backup Bid that is subsequently deemed a Successful Bid) will be subject to Court approval. The hearing to approve the sale transaction consummated in accordance with these Bidding Procedures (except in the case of the sale transaction contemplated by a Backup Bid that subsequently is deemed a Successful Bid) shall take place on **October 14, 2026, at 9:30 a.m. (prevailing Eastern Time)** (the "Sale Hearing") before the Honorable Craig T. Goldblatt, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 N. Market Street, Wilmington, Delaware 19801.

At the Sale Hearing, the Debtors will seek entry of an order (a "Sale Order") approving, among other things, the sale of the Assets to the Successful Bidder. If necessary, upon entry of

the Sale Order the Debtors will seek entry of a recognition order in the Debtors' Companies' Creditors Arrangement Act recognition proceeding by the Ontario Superior Court of Justice.

The Debtors may, in their reasonable business judgment (after consulting with the Consultation Parties and the Successful Bidder), and subject to the express consent of the DIP Agent, adjourn or reschedule the Sale Hearing with sufficient notice to the Sale Notice Parties, including by announcing such adjournment or rescheduling at the Auction or in Court on the date of the originally scheduled Sale Hearing.

The Debtors' presentation to the Court for approval of a selected Qualified Bid as a Successful Bid does not constitute the Debtors' acceptance of such bid. The Debtors will have accepted a Successful Bid only when such Successful Bid has been approved by the Court at the Sale Hearing.

IX. RESERVATION OF RIGHTS TO MODIFY BIDDING PROCEDURES

The Debtors reserve the right to, in their reasonable business judgment, after consultation with the Consultation Parties and in a manner consistent with their fiduciary duties and applicable law, (i) modify these Bidding Procedures, including to, among other things, extend or waive deadlines or other terms and conditions set forth herein; adopt new rules and procedures for conducting the bidding and Auction process so long as any such modifications are disclosed to all Prospective Bidders and Qualified Bidders, as applicable; or (ii) otherwise modify these Bidding Procedures to further promote competitive bidding for and maximizing the value of the Assets, in each case, to the extent not materially inconsistent with these Bidding Procedures or the Bidding Procedures Order; *provided*, that the Debtors shall not extend, waive, or modify, without the express consent of the DIP Agent and the Prepetition Agents (as applicable), any date or deadline set forth in Section II above, or modify these Bidding Procedures in any manner that is adverse to the DIP Credit Parties or the Prepetition Secured Creditors.

X. NOTICING

A. Bid Notice Parties

Qualified Bids must be submitted in writing to the following parties (collectively, the "Bid Notice Parties"):

- Counsel for the Debtors: Cole Schotz P.C., 500 Delaware Avenue Suite 600 Wilmington, DE 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com);
- the Debtors' investment banker: SSG Advisors, LLC, Attn: Neil Gupta (ngupta@ssgca.com); Teresa C. Kohl (tkohl@ssgca.com); J. Scott Victor (jsvictor@ssgca.com);
- counsel to the DIP Agent and the Prepetition ABL Agent: Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas

(athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com);

- co-counsel to the Prepetition Term Loan Secured Parties: Proskauer Rose LLP, Eleven Times Square, New York, New York 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com) and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Matthew B. McGuire (mcguire@lrclaw.com); and

- counsel to the official committee of unsecured creditors appointed in these Chapter 11 Cases (the "Creditors' Committee"): Kelley Drye & Warren LLP, 3 World Trade Center, 175 Greenwich Street, New York, New York 10007, Attn: Eric R. Wilson (ewilson@kelleydrye.com), Jason R. Adams (jadams@kelleydrye.com) and Maeghan J. McLoughlin (mmcloughlin@kelleydrye.com), and Raines Feldman Littrell LLP, 824 North Market Street, Suite 805, Wilmington, DE 19801, Attn: Matthew P. Milana (mmilana@raineslaw.com).

B. Sale Notice Parties

The "Sale Notice Parties" shall include the following persons and entities:

- the Consultation Parties (as applicable);

- counsel to any Stalking Horse Bidder;

- counsel to the Creditors' Committee;

- all persons and entities known by the Debtors to have asserted any lien, claim, interest, or encumbrance in the Assets (for whom identifying information and addresses are available to the Debtor);

- all relevant non-debtor parties (each, a "Counterparty") to any Contract that may be assumed or rejected in connection with the sale transaction, and their counsel (if known);

- all of the Debtors' known creditors (for whom identifying information and addresses are known to the Debtors);

- any governmental authority known to have a claim against the Debtors in these Chapter 11 Cases;

- the office of the U.S. Trustee;

- all applicable federal, state, and local taxing authorities, including the Internal Revenue Service;
- the United States Attorney's Office for the District of Delaware;
- United States Attorney General's Office for the District of Delaware;
- the Office of the Attorney General and the Secretary of State in each state in which the Debtors operate;
- the Antitrust Division of the United States Department of Justice;
- the Federal Trade Commission;
- the Information Officer appointed in the Recognition Proceedings;
- all of the parties entitled to notice pursuant to Bankruptcy Rule 2002; and
- all other parties as directed by the Court.

C. Sale Notice

Within two business days after the entry of the Bidding Procedures Order, the Debtors will file with the Court, serve on the Sale Notice Parties, and cause to be published on the Epiq Website a notice (the "Sale Notice") setting forth (A) a description of the Assets available for sale in accordance with these Bidding Procedures; (B) the date, time, and location of the Auction and Sale Hearing; (C) the Sale Objection Deadline (as defined in Section X.D below) and the procedures for filing such objections; and (D) if applicable, a summary of the material terms of any Stalking Horse Agreement, including the terms and conditions of any Bid Protections to be provided thereunder, as of the date of the Sale Notice.

D. Sale Objections

All objections to a sale of the Assets (each such objection, a "Sale Objection") shall, by no later than **October 12, 2026, at 4:00 p.m. (prevailing Eastern Time)** (the "Sale Objection Deadline"), be filed with the Court and served on the following parties (collectively, the "Objection Notice Parties"):

- Counsel for the Debtors: Cole Schotz P.C., 500 Delaware Avenue Suite 600 Wilmington, DE 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com);
- counsel to the DIP Agent and the Prepetition ABL Agent: Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com);

- co-counsel to the Prepetition Term Loan Secured Parties: Proskauer Rose LLP, Eleven Times Square, New York, New York 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com) and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Matthew B. McGuire (mcguire@lrclaw.com);

- counsel to the Creditors' Committee: Kelley Drye & Warren LLP, 3 World Trade Center, 175 Greenwich Street, New York, New York 10007, Attn: Eric R. Wilson (ewilson@kelleydrye.com), Jason R. Adams (jadams@kelleydrye.com) and Maeghan J. McLoughlin (mmcloughlin@kelleydrye.com), and Raines Feldman Littrell LLP, 824 North Market Street, Suite 805, Wilmington, DE 19801, Attn: Matthew P. Milana (mmilana@raineslaw.com);

- the Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Jane Leamy (jane.m.leamy@usdoj.gov);

- if applicable, counsel for any Stalking Horse Bidder or relevant Successful Bidder; and

- if applicable, counsel for any relevant Backup Bidder(s).

E. Notices Regarding Assumption and Assignment of Contracts

The Debtors will provide all notices regarding the proposed assumption and assignment of Contracts in accordance with the Assumption and Assignment Procedures set forth in the Bidding Procedures Order.

XI. CONSULTATION BY THE DEBTORS

Throughout the Sale process, the Debtors and their advisors will consult with the following parties (collectively, the "Consultation Parties"), as provided in these Bidding Procedures, or as is otherwise necessary or appropriate, as determined in the Debtors' business judgment: (i) the DIP Agent (ii) the Prepetition Term Loan Secured Parties and (iii) the Creditors' Committee.

The Debtors shall consult with the Consultation Parties in good faith regarding the sale process, any diligence and other information requested by the Consultation Parties, and the Debtors will provide to the Consultation Parties reports concerning the sale process, including parties contacted, buyer feedback, copies of all letters of intent, drafts of definitive agreements and updates on proposals. For the avoidance of doubt, the Debtors shall consult with the Consultation Parties on the selection of the Baseline Bid, how the Auction is conducted, any additional Auction procedures, adjourning the Auction, and selecting the Successful Bidder and the Backup Bidder.

Notwithstanding the foregoing, the Debtors will not consult with or provide copies of any bids or other confidential information to any Consultation Party or any insider or affiliate of the

Debtors if such party is an active bidder or Prospective Bidder for the Assets, including a Credit Bid or a Stalking Horse Bid, unless and until such party unequivocally revokes its Bid in writing and waives its right to continue in the bidding process. Upon any Consultation Party's claims (as applicable) being indefeasibly paid in full in cash, such Consultation Party shall immediately no longer be a Consultation Party under these Bidding Procedures and the Bidding Procedures Order. If a member of an official committee appointed in these Chapter 11 Cases submits a Qualified Bid for the Assets, the applicable committee will maintain its consultation rights as a Consultation Party, *provided* that such committee excludes the bidding committee member from any discussions or deliberations regarding a transaction involving the relevant Assets, and shall not provide any confidential information regarding the Assets or otherwise involving the Sale process to such bidding committee member.

For the avoidance of doubt, any consultation rights afforded to the Consultation Parties by these Bidding Procedures or the Bidding Procedures Order shall not in any way limit the Debtors' discretion and shall not include the right to veto any decision made by the Debtors in the exercise of their reasonable business judgment, provided that the Debtors may not modify any terms or conditions of the Bidding Procedures that require the express consent of the DIP Agent without the DIP Agent's prior written consent; provided that the DIP Agent shall not have consent or consultation rights if it submits a Bid, including a Credit Bid, for the Assets, unless and until such party unequivocally revokes its Bid in writing and waives its right to continue in the bidding process .

Exhibit 2

Sale Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (CTG)
Debtors.[1]	(Jointly Administered)

NOTICE OF SALE, BIDDING PROCEDURES, AUCTION, SALE HEARING AND OTHER DEADLINES RELATED THERETO

PLEASE TAKE NOTICE OF THE FOLLOWING:

On August 18, 2026, the above-captioned debtors and debtors in possession (the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") filed with the United States Bankruptcy Court for the District of Delaware (the "Court") a motion [Docket No. ●] (the "Motion") seeking entry of (a) an order (the "Bidding Procedures Order") (i) approving bidding procedures (the "Bidding Procedures")[2] to be used in connection with the sale (each, a "Sale") of all, substantially all, or a portion of the Debtors' assets (the "Assets"); (ii) authorizing the Debtors to designate a Stalking Horse Bidder and provide Bid Protections in accordance with the Stalking Horse Designation Procedures; (iii) scheduling (A) an auction of the Assets (the "Auction") on and (B) a final hearing to consider approval of the proposed Sale (the "Sale Hearing"); (iv) approving the form and manner of notice of the Bidding Procedures, the Auction and the Sale Hearing; (v) approving procedures for the assumption and assignment of executory contracts and unexpired leases (collectively, the "Contracts") in connection with the Sale; (vi) approving the form and manner of notice to each relevant non-debtor counterparty to a Contract of the Debtors' calculation of the amount necessary to cure any defaults under an applicable Contract and certain other information regarding the potential assumption and assignment of Contracts in connection with a Sale; and (vii) granting related relief; and (b) an order (the "Sale Order") (i) authorizing the

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors, LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Motion or the Bidding Procedures, as applicable. Any summary of the Bidding Procedures or the Bidding Procedures Order (or any provision thereof) contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any inconsistency between any summary in this Sale Notice and the terms and conditions of either of the Bidding Procedures or the Bidding Procedures Order, the actual terms and conditions in those documents shall control.

sale of the Assets free and clear of all liens, claims, interests and encumbrances, except certain permitted encumbrances as determined by the Debtors and any Successful Bidder (as defined in Section VII.C.1 of the Bidding Procedures), with, subject to paragraph [●] (the challenge period) of the DIP Order, the DIP Liens, Adequate Protection Liens, Prepetition Liens and Permitted Prior Liens (if any) to attach to the proceeds of the Sale; (ii) authorizing the assumption and assignment of certain Contracts in connection with approved Sale; and (iii) granting related relief.

On [●], 2026, the Court entered the Bidding Procedures Order [Docket No. [●]].

On [●], 2026, the Ontario Superior Court of Justice (Commercial List), granted an order (the "Bidding Procedures Recognition Order") recognizing and enforcing the Bidding Procedures Order in Canada.

ASSETS FOR SALE

The Debtors intend to sell all, substantially all, or a portion of their Assets.

A Prospective Bidder (as defined in Section III of the Bidding Procedures) may bid on the Assets, subject to the conditions set forth herein.

The ability to undertake and consummate a sale of the Assets shall be subject to competitive bidding, as set forth herein, and approval by the Court. In addition to any Stalking Horse Bid (as defined in the Motion), and as set forth herein, the Debtors will consider bids for the Assets from other parties.

Any party interested in submitting a bid for any of the Debtors' Assets should contact the Debtors' investment banker:

SSG Advisors, LLC
Neil Gupta (ngupta@ssgca.com)
Teresa C. Kohl (tkohl@ssgca.com)
J. Scott Victor (jsvictor@ssgca.com)

KEY DATES AND DEADLINES

A. Bid Deadline

Any Prospective Bidder that intends to participate in the Auction must submit in writing to the Bid Notice Parties a Qualified Bid (as defined in Section VI.A of the Bidding Procedures) **on or before October 2, 2026, at 4:00 p.m. (prevailing Eastern Time)** (the "Bid Deadline").

The Qualified Bid requirements are set forth in Sections VI.A of the Bidding Procedures.

B. Auction

If the Debtors receive more than one Qualified Bid (including a combination of bids that, when considered together, constitute a Qualified Bid) for the Assets, the Debtors will conduct an Auction for the Assets. If any Stalking Horse Bid is the only Qualified Bid received in respect of

the Assets subject to such Stalking Horse Bid, the Debtors will not conduct an Auction for such applicable Assets and will seek approval of such Stalking Horse Bid at the Sale Hearing.

The Auction, if required, will be conducted on **October 6, 2026, at 10:00 a.m. (prevailing Eastern Time)**, either (i) at the offices of Cole Schotz P.C., 500 Delaware Avenue Suite 600 Wilmington, DE 19801, or (ii) virtually or at such other date, time or location as designated by the Debtors. If the Debtors conduct the Auction virtually, the Debtors will provide instructions setting forth how to attend the Auction to the participants and other attendees via electronic mail. The Debtors will provide notice (via electronic mail or otherwise) of any change in the date, time or location of the Auction to Qualified Bidders, and will cause publication of such change to occur on the website maintained by Epiq Corporate Restructuring, LLC, the Debtors' claims and noticing agent in these Chapter 11 Cases, located at https://dm.epiq11.com/BFGSupply (the "Epiq Website").

One day after the conclusion of the Auction, the Debtors will file with the Court, serve on parties in interest and cause to be published on the Epiq Website, a notice of the results of the Auction, which will, among other things, (A) identify the Successful Bidder and Backup Bidder(s); (B) either include a copy of the Successful Bid and the Backup Bid or a summary of the material terms of such bids, including any assumption and assignment of Contracts contemplated thereby, or provide instructions for accessing the Successful Bid and the Backup Bid free of charge from the Epiq Website; and (C) set forth the date, time, and location of the Sale Hearing and any other relevant dates or other information necessary to reasonably apprise the Sale Notice Parties of the outcome of the Auction.

If the Debtors determine not to hold an Auction for some or all of the Assets, the Debtors shall file with the Court, serve on parties in interest, and cause to be published on the Epiq Website within one day of making the determination, a notice containing the following information (as applicable): (a) a statement that the Auction for the relevant Assets has been canceled; (b) the identity of the Successful Bidder; (c) either include a copy of the Successful Bid or a summary of the material terms of such bid, including any assumption and assignment of Contracts contemplated thereby, or provide instructions for accessing the Successful Bid free of charge from the Epiq Website; and (d) the date, time, and location of the Sale Hearing.

C. Objection Deadlines

1. Sale Objection Deadline. Except objections to the conduct of the Auction, the Successful Bidder or the Backup Bidder (other than the identity of any Stalking Horse Bidder), all objections to a sale of the Assets, including (a) any objection to a sale of the Assets free and clear of all liens, claims, interests and encumbrances pursuant to section 363(f) of the Bankruptcy Code and (b) entry of any Sale Order must be (i) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; and (ii) filed with the Court by **no later than October 12, 2026, at 4:00 p.m. (prevailing Eastern Time)** and served on the following parties (collectively, the "Objection Notice Parties").

- Counsel for the Debtors: Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, DE 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com);

- counsel to the DIP Agent and the Prepetition ABL Agent: Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com);

- co-counsel to the Prepetition Term Loan Secured Parties: Proskauer Rose LLP, Eleven Times Square, New York, New York 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com) and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Matthew B. McGuire (mcguire@lrclaw.com);

- counsel for the Creditors' Committee: Kelley Drye & Warren LLP, 3 World Trade Center, 175 Greenwich Street, New York, New York 10007, Attn: Eric R. Wilson (ewilson@kelleydrye.com), Jason R. Adams (jadams@kelleydrye.com) and Maeghan J. McLoughlin (mmcloughlin@kelleydrye.com), and Raines Feldman Littrell LLP, 824 North Market Street, Suite 805, Wilmington, DE 19801, Attn: Matthew P. Milana (mmilana@raineslaw.com);

- Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Jane Leamy (jane.m.leamy@usdoj.gov);

- if applicable, counsel for any Stalking Horse Bidder or relevant Successful Bidder; and

- if applicable, counsel for any relevant Backup Bidder(s).

D. Sale Hearing

The Sale Hearing shall take place on **October 14, 2026, at 9:30 a.m. (prevailing Eastern Time)** before The Honorable Craig T. Goldblatt, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 N. Market Street, Wilmington, Delaware 19801.

RESERVATION OF RIGHTS TO MODIFY BIDDING PROCEDURES

The Debtors reserve the right to, in their reasonable business judgment and after consultation with the Consultation Parties in a manner consistent with their fiduciary duties and

applicable law, modify the Bidding Procedures, including to, among other things, extend or waive deadlines or other terms and conditions set forth therein; adopt new rules and procedures for conducting the bidding and Auction process so long as any such modifications are disclosed to all Prospective Bidders and Qualified Bidders, as applicable; or otherwise modify these Bidding Procedures to further promote competitive bidding for and maximizing the value of the Assets, in each case, to the extent not materially inconsistent with the Bidding Procedures or the Bidding Procedures Order.

ADDITIONAL INFORMATION

Copies of the Motion, the Bidding Procedures Order and the Bidding Procedures may be obtained free of charge by visiting the Epiq Website located at https://dm.epiq11.com/BFGSupply.

FAILURE TO ABIDE BY THE BIDDING PROCEDURES, THE BIDDING PROCEDURES ORDER OR ANY OTHER APPLICABLE ORDER OF THE COURT ENTERED IN THE CHAPTER 11 CASES MAY RESULT IN THE REJECTION OF YOUR BID AND YOUR DISQUALIFICATION FROM PARTICIPATING IN THE BIDDING FOR AND AUCTION OF ANY OF THE DEBTORS' ASSETS.

THE FAILURE OF ANY PERSON OR ENTITY TO FILE AND SERVE AN OBJECTION IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER, INCLUDING THE FAILURE TO FILE ANY SUCH OBJECTION BY THE APPLICABLE OBJECTION DEADLINE, SHALL FOREVER BAR SUCH PERSON OR ENTITY FROM ASSERTING, AT THE SALE HEARING OR THEREAFTER, ANY SUCH OBJECTION TO THE RELIEF REQUESTED IN THE MOTION, THE CONSUMMATION OF ANY APPLICABLE SALE, INCLUDING THE SALE OF ANY ASSETS TO A SUCCESSFUL BIDDER FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES PURSUANT TO SECTION 363(f) OF THE BANKRUPTCY CODE OR THE TERMS OF ANY STALKING HORSE AGREEMENT OR OTHER ASSET PURCHASE AGREEMENT EXECUTED BY THE DEBTORS.

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Dated: [●], 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ DRAFT

Justin R. Alberto (No. 5126)
Stacy L. Newman (No. 5044)
Carol E. Thompson (No. 6936)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
Email: jalberto@coleschotz.com
snewman@coleschotz.com
cthompson@coleschotz.com

Seth Van Aalten (admitted *pro hac vice*)
Sarah A. Carnes (admitted *pro hac vice*)
Michael A. Solimani (admitted *pro hac vice*)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
Email: svanaalten@coleschotz.com
scarnes@coleschotz.com
msolimani@coleschotz.com

Proposed Counsel for Debtors
and Debtors in Possession

Exhibit 3

Stalking Horse Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (CTG)
Debtors.[1]	(Jointly Administered)

NOTICE OF DESIGNATION OF STALKING HORSE BIDDER

PLEASE TAKE NOTICE OF THE FOLLOWING:

On August 18, 2026, the United States Bankruptcy Court for the District of Delaware (the "Court") entered the *Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (II) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief* [Docket No. ●] (the "Bidding Procedures Order"),[2] by which which the Court approved procedures setting forth the process by which the Debtors are authorized to conduct a marketing and auction process for the sale or sales of the Debtors' Assets.

PLEASE TAKE FURTHER NOTICE that, the Bidding Procedures Order permitted to Debtors to offer one or more Bid Protections to any Stalking Horse Bidder, including break-up fees and/or reimbursement of expenses, if any, for documented, actual, and necessary expenses incurred by any Stalking Horse Bidder *provided*, that any break-up fee shall not exceed 3%.

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

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[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors, LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

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

PLEASE TAKE FURTHER NOTICE that, consistent with the Bidding Procedures Order, the Stalking Horse Agreement provides for the following Bid Protections, including a break-up fee not to exceed 3%: [●].

[PLEASE TAKE FURTHER NOTICE that, the Debtors hereby disclose that the Stalking Horse Bidder has the following connections to the Debtors, other than those arising from the Stalking Horse Bid: [●].]

PLEASE TAKE FURTHER NOTICE that, any objection to the designation of the Stalking Horse Bidder or to the terms of the Bid Protections set forth herein and in the Stalking Horse Agreement shall be (i) filed **no later than five days after the filing of this Stalking Horse Notice** and (ii) (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (c) state, with specificity, the legal and factual bases thereof and (d) be filed with the Court and served on the Objection Notice Parties. If a timely Stalking Horse Objection is filed, the Debtors are authorized to seek an expedited hearing with respect to the Stalking Horse Objection on not less than three calendar days' notice.

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

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

PLEASE TAKE FURTHER NOTICE that, copies of all documents filed in these chapter 11 cases are available (i) free of charge at the website of Debtors' claims and noticing agent, Epiq Corporate Restructuring, LLC, https://dm.epiq11.com/bfgsupply or (ii) downloaded for a fee from the Court's website, www.deb.uscourts.gov. To access documents on the Court's website, you will need a PACER password and login which can be obtained at www.pacer.psc.uscourts.gov.

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Dated: [●], 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ DRAFT

Justin R. Alberto (No. 5126)
Stacy L. Newman (No. 5044)
Carol E. Thompson (No. 6936)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
Email: jalberto@coleschotz.com
snewman@coleschotz.com
cthompson@coleschotz.com

Seth Van Aalten (admitted *pro hac vice*)
Sarah A. Carnes (admitted *pro hac vice*)
Michael A. Solimani (admitted *pro hac vice*)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
Email: svanaalten@coleschotz.com
scarnes@coleschotz.com
msolimani@coleschotz.com

Proposed Counsel for Debtors
and Debtors in Possession

Schedule 1

Stalking Horse Agreement

Exhibit 4

Assumption and Assignment Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (CTG)
Debtors.[1]	(Jointly Administered)

NOTICE OF CURE COSTS AND POTENTIAL ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH SALE OF SUBSTANTIALLY ALL ASSETS

PLEASE TAKE NOTICE OF THE FOLLOWING:

On August 18, 2026, the above-captioned debtors and debtors in possession (the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") filed with the United States Bankruptcy Court for the District of Delaware (the "Court") a motion [Docket No. ●] (the "Motion") seeking entry of (a) an order (the "Bidding Procedures Order") (i) approving bidding procedures (the "Bidding Procedures")[2] to be used in connection with a sale (the "Sale") of all, substantially all, or a portion of the Debtors' assets (the "Assets"); (ii) authorizing the Debtors to designate a Stalking Horse Bidder and provide Bid Protections in accordance with the Stalking Horse Designation Procedures; (iii) scheduling (A) an auction of the Assets (the "Auction"), and (B) a final hearing to consider approval of the proposed Sale (the "Sale Hearing"); (iv) approving the form and manner of notice of the Bidding Procedures, the Auction and the Sale Hearing; (v) approving procedures for the assumption and assignment of executory contracts and unexpired leases (collectively, the "Contracts") in connection with any Sale; (vi) approving the form and manner of notice to each relevant non-debtor counterparty to a Contract of the Debtors' calculation of the amount necessary to cure any defaults under an applicable Contract (the "Cure Cost") and certain other information regarding the potential assumption and assignment of Contracts in connection with the Sale; and (vii) granting related relief; and (b) an order (the "Sale Order")

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors, LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Motion or the Bidding Procedures, as applicable. Any summary of the Bidding Procedures or the Bidding Procedures Order (or any provision thereof) contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any inconsistency between any summary in this Assumption and Assignment Notice and the terms and conditions of either of the Bidding Procedures or the Bidding Procedures Order, the actual terms and conditions in those documents shall control.

(i) authorizing the sale of the Assets free and clear of all liens, claims, interests and encumbrances, except certain permitted encumbrances as determined by the Debtors and any Successful Bidder (as defined in the Bidding Procedures), with, subject to paragraph [●] (the challenge period) of the DIP Order, the DIP Liens, Adequate Protection Liens, Prepetition Liens and Permitted Prior Liens (if any) to attach to the proceeds of the Sale; (ii) authorizing the assumption and assignment of certain Contracts in connection with the approved Sale; and (iii) granting related relief.

On [●], 2026, the Court entered the Bidding Procedures Order [Docket No. [●]].

On [●], 2026, the Ontario Superior Court of Justice (Commercial List), granted an order (the "Bidding Procedures Recognition Order") recognizing and enforcing the Bidding Procedures Order in Canada.

You are receiving this Notice because you may be a Counterparty to a Contract of the Debtors that may be assumed and assigned to the Successful Bidder for the Debtors' Assets.

CURE COSTS

In accordance with the Assumption and Assignment Procedures and the Bidding Procedures Order, the Debtors may, in connection with the Sale with the Successful Bidder at the Auction, seek to assume and assign to the Successful Bidder certain of their Contracts. Each of the Contracts that potentially could be assumed and assigned in connection with the Sale, together with the Debtors' calculation of Cure Costs with respect to such Contracts, is set forth on **Schedule 1** hereto. The inclusion of any Contract on **Schedule 1** does not constitute an admission by the Debtors, any Stalking Horse Bidder, any Successful Bidder, or any other party that such Contract is an executory contract or an unexpired lease within the meaning of the Bankruptcy Code or require or guarantee that such Contract ultimately will be assumed or assigned. All rights of the Debtors with respect thereto are reserved.

In addition, to the extent that any of the Cure Costs set forth on **Schedule 1** do not reflect (i) postpetition payments that have been made by the Debtors in respect of applicable Cure Costs or (ii) any payments that are made by the Debtors in respect of such Cure Costs after the filing of this Notice, the respective amounts required to be paid to cure any existing defaults under the applicable Contracts shall be reduced by any such corresponding postpetition payments, and the Debtors reserve their right to update the Cure Costs set forth on **Schedule 1** accordingly, either by filing a supplemental notice with the Court or by written notice to the applicable Counterparty.

CURE OBJECTIONS

A. Cure Objection Deadline

Any Counterparty that wishes to object to the Debtors' proposed Cure Costs or to any Stalking Horse Bidder's proposed form of adequate assurance of future performance (each such objection, a "Cure Objection") must file with the Court by **no 4:00 p.m. (prevailing Eastern Time) on the date that is 14 days after service of this Assumption and Assignment Notice** and serve its Cure Objection, which must be in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof, on the following parties (collectively the "Objection Notice Parties"):

- Counsel for the Debtors: Cole Schotz P.C., 500 Delaware Avenue Suite 600 Wilmington, DE 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com);

- counsel to the DIP Agent and the Prepetition ABL Agent: Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com);

- co-counsel to the Prepetition Term Loan Secured Parties: Proskauer Rose LLP, Eleven Times Square, New York, New York 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com) and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Matthew B. McGuire (mcguire@lrclaw.com);

- counsel for the Creditors' Committee: Kelley Drye & Warren LLP, 3 World Trade Center, 175 Greenwich Street, New York, New York 10007, Attn: Eric R. Wilson (ewilson@kelleydrye.com), Jason R. Adams (jadams@kelleydrye.com) and Maeghan J. McLoughlin (mmcloughlin@kelleydrye.com), and Raines Feldman Littrell LLP, 824 North Market Street, Suite 805, Wilmington, DE 19801, Attn: Matthew P. Milana (mmilana@raineslaw.com);

- the Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Jane Leamy (jane.m.leamy@usdoj.gov);

- if applicable, counsel for any Stalking Horse Bidder or relevant Successful Bidder; and

- if applicable, counsel for any relevant Backup Bidder(s).

B. Resolution of Cure Objections

Pursuant to the Bidding Procedures Order, the Debtors, any Stalking Horse Bidder or Successful Bidder (if applicable) and the objecting Counterparty must first confer in good faith to attempt to resolve the Cure Objection without Court intervention. If the parties are unable to consensually resolve the Cure Objection prior to the commencement of the Sale Hearing, the Court shall make all necessary determinations relating to the applicable Cure Costs and Cure Objection at a hearing scheduled pursuant to the following paragraph. If a Cure Objection is resolved in a manner that is not reasonably acceptable to the Debtors or the Successful Bidder, whether or not such resolution occurs prior to or after the closing of the Sale, the Debtors and the Successful Bidder may determine that any Contract subject to such resolved Cure Objection no longer will be assumed and assigned.

C. Adjourned Cure Objections

If a timely filed Cure Objection cannot otherwise be resolved by the parties, the Cure Objection may be heard at the Sale Hearing, at the next regularly scheduled omnibus hearing in these Cases, or such later date as may be agreed upon by the parties or fixed by the Court (each such Cure Objection, an "Adjourned Cure Objection"). Upon resolution of an Adjourned Cure Objection and the payment of the applicable cure amount, if any, the applicable Contract that was the subject of such Adjourned Cure Objection shall, at the election of the Successful Bidder, and subject to the Debtors' rights set forth in the Bidding Procedures Order, be deemed assumed and assigned to the Successful Bidder as of the closing date of the Sale.

IF A COUNTERPARTY FAILS TO FILE WITH THE COURT AND SERVE ON THE OBJECTION NOTICE PARTIES A TIMELY CURE OBJECTION, THE COUNTERPARTY FOREVER SHALL BE BARRED FROM ASSERTING ANY OBJECTION WITH REGARD TO THE COST TO CURE ANY DEFAULTS UNDER THE APPLICABLE CONTRACT, AND THE CURE COSTS SET FORTH ON SCHEDULE 1 HERETO SHALL BE CONTROLLING AND WILL BE THE ONLY AMOUNT NECESSARY TO CURE OUTSTANDING DEFAULTS UNDER THE CONTRACT AND SATISFY THE REQUIREMENTS OF SECTION 365(b) OF THE BANKRUPTCY CODE, AND THE COUNTERPARTY TO THE CONTRACT SHALL BE DEEMED BOUND BY AND TO HAVE CONSENTED TO THE CURE COSTS.

NOTICE OF AUCTION RESULTS

The Auction, if required, will be conducted **on October 6, 2026, at 10:00 a.m. (prevailing Eastern Time)**, either (i) at the offices of Cole Schotz P.C., 500 Delaware Avenue Suite 600 Wilmington, DE 19801 or (ii) virtually or at such other date, time or location as designated by the Debtors. If the Debtors conduct the Auction virtually, the Debtors will provide instructions setting forth how to attend the Auction to the participants and other attendees via electronic mail. The Debtors will provide notice (via electronic mail or otherwise) of any change in the date, time or location of the Auction to Qualified Bidders, and will cause publication of such change to occur on the Epiq Website.

One day after the conclusion of the Auction, the Debtors will file with the Court, serve on parties in interest and cause to be published on the website maintained by Epiq Corporate Restructuring, LLC, the Debtors' claims and noticing agent in these Chapter 11 Cases, located at https://dm.epiq11.com/BFGSupply (the "Epiq Website"), a notice of the results of the Auction, which will, among other things, (A) identify the Successful Bidder(s) and Backup Bidder(s); (B) either include a copy of each Successful Bid and each Backup Bid or a summary of the material terms of such bids, or provide instructions for accessing each Successful Bid and each Backup Bid free of charge from the Epiq Website; and (C) set forth the date, time, and location of the Sale Hearing and any other relevant dates or other information necessary to reasonably apprise the Sale Notice Parties of the outcome of the Auction.

ADEQUATE ASSURANCE OBJECTIONS

A. Adequate Assurance Objection Deadline

Any Counterparty to a Contract that wishes to object to the proposed assumption and assignment of a Contract, the subject of which objection is the Successful Bidder's (other than any Stalking Horse Bidder's) or any other relevant assignee's proposed form of adequate assurance of future performance with respect to the Contract (each such objection, an "Adequate Assurance Objection"), must file with the Court and serve on the Objection Notice Parties an Adequate Assurance Objection, which must state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof, by **October 12, 2026, at 4:00 p.m. (prevailing Eastern Time)**.

B. Resolution of Adequate Assurance Objections

Pursuant to the Bidding Procedures Order, the Debtors, the Successful Bidder and the objecting Counterparty must first confer in good faith to attempt to resolve the Adequate Assurance Objection without Court intervention. If the parties are unable to consensually resolve the Adequate Assurance Objection prior to the commencement of the Sale Hearing, the Adequate Assurance Objection and all issues of adequate assurance of future performance of the Successful Bidder (or any other relevant assignee) shall be determined by the Court at the Sale Hearing, at the next regularly scheduled omnibus hearing in these Cases, or such later date as may be agreed upon by the parties or fixed by the Court.

IF A COUNTERPARTY FAILS TO FILE WITH THE COURT AND SERVE ON THE OBJECTION NOTICE PARTIES A TIMELY ADEQUATE ASSURANCE OBJECTION, THE COUNTERPARTY FOREVER SHALL BE BARRED FROM ASSERTING ANY OBJECTION TO THE ASSUMPTION AND/OR ASSIGNMENT OF THE APPLICABLE CONTRACT WITH REGARD TO ADEQUATE ASSURANCE OF FUTURE PERFORMANCE. THE APPLICABLE SUCCESSFUL BIDDER SHALL BE DEEMED TO HAVE PROVIDED ADEQUATE ASSURANCE OF FUTURE PERFORMANCE WITH RESPECT TO THE CONTRACT IN ACCORDANCE WITH BANKRUPTCY CODE SECTIONS 365(b)(1)(C), 365(f)(2)(B) AND, IF APPLICABLE, 365(b)(3), NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OR ANY OTHER DOCUMENT.

SALE HEARING

The Sale Hearing shall take place on **October 14, 2026, at 9:30 a.m.** (prevailing Eastern Time) before The Honorable Craig T. Goldblatt, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 N. Market Street, Wilmington, Delaware 19801.

ADDITIONAL INFORMATION

Copies of the Motion, the Bidding Procedures Order and the Bidding Procedures may be obtained free of charge by visiting the Epiq Website.

[*Remainder of Page Intentionally Left Blank*]

Dated: [●], 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ DRAFT

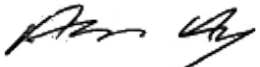
Justin R. Alberto (No. 5126)
Stacy L. Newman (No. 5044)
Carol E. Thompson (No. 6936)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
Email: jalberto@coleschotz.com
snewman@coleschotz.com
cthompson@coleschotz.com

Seth Van Aalten (admitted *pro hac vice*)
Sarah A. Carnes (admitted *pro hac vice*)
Michael A. Solimani (admitted *pro hac vice*)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
Email: svanaalten@coleschotz.com
scarnes@coleschotz.com
msolimani@coleschotz.com

Proposed Counsel for Debtors
and Debtors in Possession

Schedule 1

This is Exhibit “R” referred to in the affidavit of Joshua Gordon, sworn September 15, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



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A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11284 (CTG) (Jointly Administered) **Re. Docket Nos. 14, 15 & 68**

CERTIFICATION OF COUNSEL REGARDING REVISED ORDER (I) APPROVING BIDDING PROCEDURES FOR THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS, (II) AUTHORIZING THE DEBTORS TO DESIGNATE A STALKING HORSE BIDDER AND TO PROVIDE BID PROTECTIONS, (III) SCHEDULING AN AUCTION AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF, (IV) APPROVING ASSUMPTION AND ASSIGNMENT PROCEDURES, (V) SCHEDULING A SALE HEARING AND APPROVING THE FORM AND MANNER OF NOTICE THERE OF, AND (VI) GRANTING RELATED RELIEF

The undersigned proposed counsel for the debtors and debtors in possession in the above-captioned cases (the "Debtors"), hereby certifies as follows:

1. On August 19, 2026, the Debtors filed the *Debtors' Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (B) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof and (F) Granting Related Relief; and (II)(A) Approving the Sale of*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

the Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances, (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases and (C) Granting Related Relief [Docket No. 14] (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court"). A proposed form of order approving the Motion was attached to the Motion as Exhibit A (the "Proposed Order").

2. Any objections or responses to entry of the Proposed Order were to be filed and served by September 9, 2026 at 4:00 p.m. (ET) (as may have been extended by the Debtors for any party, the "Objection Deadline").

3. Prior to the Objection Deadline, the Debtors received informal comments to the Proposed Order from the Official Committee of Unsecured Creditors (the "Committee"), the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Agent and Prepetition Term Loan Lenders, and the Office of the United States Trustee. No other formal or informal responses or objections to the Proposed Order were received.

4. Following discussions with the Committee, the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Office of the United States Trustee,[2] the Debtors have agreed to a revised form of order (the "Revised Proposed Order"), a copy of which is attached hereto as **Exhibit A**, which resolves the comments of the Committee, the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Office of the United States Trustee. For the convenience of the Court and other interested parties, a blackline

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65].

comparing the Revised Proposed Order against the Proposed Order is attached hereto as **Exhibit B**.

5. The Committee, the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Office of the United States Trustee have no objection to the entry of the Revised Proposed Order.

6. As no other objection or responses to the Motion or the Proposed Order have been received, the Debtors respectfully request that the Revised Proposed Order be entered at the earliest convenience of the Court.

Dated: September 14, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

Justin R. Alberto (No. 5126)
Stacy L. Newman (No. 5044)
Carol E. Thompson (No. 6936)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
Email: jalberto@coleschotz.com
snewman@coleschotz.com
cthompson@coleschotz.com

Seth Van Aalten (admitted *pro hac vice*)
Sarah A. Carnes (admitted *pro hac vice*)
Michael A. Solimani (admitted *pro hac vice*)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
Email: svanaalten@coleschotz.com
scarnes@coleschotz.com
msolimani@coleschotz.com

Proposed Counsel for Debtors and Debtors in Possession

Exhibit A

Revised Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (CTG)
Debtors.[1]	(Jointly Administered)

ORDER (I) APPROVING BIDDING PROCEDURES FOR THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS, (II) AUTHORIZING THE DEBTORS TO DESIGNATE A STALKING HORSE BIDDER AND TO PROVIDE BID PROTECTIONS, (III) SCHEDULING AN AUCTION AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF, (IV) APPROVING ASSUMPTION AND ASSIGNMENT PROCEDURES, (V) SCHEDULING A SALE HEARING AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF, AND (VI) GRANTING RELATED RELIEF

Upon consideration of the *Debtors' Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially all of the Debtors' Assets, (B) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Approving the Assumption and*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors, LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Related Relief [Docket No. 14] (the "Motion")[2] filed by the debtors and debtors-in-possession (the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"); and the Court having reviewed the Motion, the First Day Declaration [Docket No. 16], and the Gupta Declaration [Docket No. 15]; and the Court having considered the statements of counsel and the evidence adduced with respect to the Motion at a hearing before the Court to consider certain of the relief requested in the Motion (the "Bidding Procedures Hearing"); and after due deliberation, this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, and their creditors, and the Debtors having demonstrated good, sufficient, and sound business justifications for the relief granted herein;

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012 (Sleet, C.J.). This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). The predicates for the relief granted herein are sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

B. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

[2] Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Motion, the Bidding Procedures, or the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65] (the "Interim DIP Order"), as applicable.

C. Notice of the Motion, the Bidding Procedures Hearing, and the proposed entry of this Bidding Procedures Order was sufficient under the circumstances of the Chapter 11 Cases, and such notice complied with all applicable requirements of the Bankruptcy Code, Bankruptcy Rules, and the Local Rules. Accordingly, no other or further notice of the Motion, the Bidding Procedures Hearing, or this Bidding Procedures Order need be provided.

D. The bidding procedures, substantially in the form attached hereto as **Exhibit 1** (the "Bidding Procedures") and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are fair, reasonable, and appropriate and are designed to maximize the value of the proceeds of the sale of all, substantially all, or a portion of the Debtors' assets (the "Assets").

E. The Bidding Procedures comply with the requirements of Rule 6004-1(c) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules").

F. The procedures set forth herein regarding the Debtors' assumption and assignment of executory contracts and unexpired leases (collectively, the "Contracts") in connection with a sale of the Assets (the "Assumption and Assignment Procedures") are fair, reasonable, and appropriate and comply with the provisions of section 365 of the Bankruptcy Code and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

G. The Debtors have articulated good and sufficient business reasons for the Court to approve the relief requested in the Motion, including, without limitation, (i) the Bidding Procedures (including the Stalking Horse Designation Procedures); (ii) the form and manner of notice of the Bidding Procedures, the auction of the Assets (the "Auction"), and the final hearing to consider approval of a sale of the Assets (the "Sale Hearing"), substantially in the form attached

hereto as **Exhibit 2** (the "Sale Notice"); (iii) the form and manner of notice of designation of a Stalking Horse Bidder attached hereto as **Exhibit 3** (the "Stalking Horse Notice"); (iv) the form and manner of notice to each relevant non-debtor counterparty to a Contract (each, a "Counterparty") of (a) the Debtors' calculation of the amount necessary to cure any defaults under an applicable Contract (the "Cure Costs") and (b) certain other information regarding the potential assumption and assignment of Contracts in connection with the sale of the Assets, substantially in the form attached hereto as **Exhibit 4** (the "Assumption and Assignment Notice"); and (v) the Assumption and Assignment Procedures. Such good and sufficient business reasons, which were set forth in the Motion and on the record at the Bidding Procedures Hearing, including the First Day Declaration and the Gupta Declaration are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

H. The Bidding Procedures are reasonably designed to promote active bidding at and participation in the Auction to ensure that the highest or otherwise best value is generated for the Assets.

I. If the Debtors designate a Stalking Horse Bidder, the Debtors shall file a Stalking Horse Notice in accordance with the Stalking Horse Designation Procedures. Any objection to (i) the Bid Protections set forth in a Stalking Horse Notice or (ii) the designation of the Stalking Horse (a "Stalking Horse Objection"), shall be filed within five days after the Stalking Horse Notice is filed. If a timely Stalking Horse Objection is filed, the Debtors are authorized to seek an expedited hearing with respect to the Stalking Horse Objection on not less than three calendar days' notice. Absent any timely Stalking Horse Objection, the Court may enter an order approving the Bid Protections set forth in the Stalking Horse Notice and the designation of the Stalking Horse (the

"Stalking Horse Order"). For the avoidance of doubt, entry of the Stalking Horse Order shall not constitute approval of the sale of the Debtors' Assets to the Stalking Horse Bidder and all parties' right to object to approval of the sale to the Stalking Horse Bidder are preserved.

J. Good and sufficient notice of the relief sought in the Motion has been provided under the circumstances, and no other or further notice is required except as set forth in the Bidding Procedures and the Assumption and Assignment Procedures. A reasonable opportunity to object and be heard regarding the relief granted herein has been afforded to all parties-in-interest.

K. The Sale Notice and the Assumption and Assignment Notice are appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Auction, the Sale Hearing, the Bidding Procedures, the Assumption and Assignment Procedures, the Debtors' proposed Cure Costs, any proposed assumption of a Contract in connection with a sale of the Assets, and all relevant and important dates and deadlines with respect to the foregoing, and no other or further notice of the Auction, the sale of the Assets, or the assumption and assignment of Contracts in connection therewith shall be required.

L. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.

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

A. The Timeline for the Sale

3. The Debtors are authorized to proceed with the sale transaction in accordance with the Bidding Procedures and are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance with the following timeline:

DEADLINE	EVENT
Two business days after the entry of the Bidding Procedures Order	Deadline for Debtors to file and serve Sale Notice
Two business days after the entry of the Bidding Procedures Order	Deadline for Debtors to file and serve Assumption and Assignment Notice
4:00 p.m. (prevailing Eastern Time) on the date that is 14 days after service of the Assumption and Assignment Notice	Cure Objection Deadline
September 28, 2026, at 4:00 p.m. (prevailing Eastern Time)	Deadline for Debtors to designate a Stalking Horse Bidder
October 2, 2026, at 4:00 p.m. (prevailing Eastern Time)	Bid Deadline
Five days after the Stalking Horse Notice is filed	Stalking Horse Objection Deadline
October 6, 2026, at 10:00 a.m. (prevailing Eastern Time)	Auction
One day after the conclusion of the Auction	Deadline for Debtors to file and serve Notice of Auction Results
October 12, 2026, at 4:00 p.m. (prevailing Eastern Time)	Sale Objection Deadline and Adequate Assurance Objection Deadline
October 13, 2026, at 4:00 p.m. (prevailing Eastern Time)	Debtors' Deadline to Reply to Sale Objections
October 14, 2026, at 9:30 a.m. (prevailing Eastern Time)	Sale Hearing
October 21, 2026	Deadline for entry of a recognition order in the

DEADLINE	EVENT
	recognition proceedings commenced before the Ontario Superior Court of Justice (Commercial List) (the "Recognition Proceedings") (if necessary)
October 22, 2026	Deadline to consummate approved Sale

B. The Bidding Procedures

4. The Bidding Procedures attached hereto as **Exhibit 1** are hereby approved in their entirety and are incorporated by reference as if fully set forth herein. The Bidding Procedures shall govern the selection of any Stalking Horse Bidder, bids and proceedings related to the Auction and the sale of the Assets. The failure to specifically include or reference a particular provision of the Bidding Procedures in this Bidding Procedures Order shall not diminish or impair the effectiveness of such provision.

5. Subject to this Bidding Procedures Order and the Bidding Procedures, the Debtors, in the exercise of their reasonable business judgment and in a manner consistent with their fiduciary duties and applicable law, shall have the right to, following consultation with the Consultation Parties: (i) subject to the express consent of the DIP Agent, select one or more Stalking Horse Bidders and provide such Stalking Horse Bidder(s) with Bid Protections; (ii) determine which bidders qualify as "Qualified Bidders," and which bids qualify as "Qualified Bids;" (iii) subject to the express consent of the DIP Agent, make final determinations as to whether the Debtors will conduct an Auction; (iv) subject to the express consent of the DIP Agent, select the Baseline Bid for the Assets; (v) determine the amount of each Minimum Overbid; (vi) subject to the prior written consent of the DIP Agent (in its sole discretion), determine the Leading Bid for the Assets; (vii) subject to the prior written consent of the DIP Agent (in its sole discretion), determine which Qualified Bid is the highest or otherwise best bid for the Assets (such Qualified

Bid, a "Successful Bid") and which Qualified Bid is the next highest and next best bid after the Successful Bid for the Assets (such Qualified Bid, a "Backup Bid"); (viii) reject any bid that is (a) inadequate or insufficient; (b) not in conformity with the requirements of this Bidding Procedures Order or any other applicable order of the Court, the Bidding Procedures, the Bankruptcy Code, or other applicable law; or (c) contrary to the best interests of the Debtors and their estates; (ix) subject to the express consent of the DIP Agent, adjourn or cancel the Auction in accordance with the Bidding Procedures; and (x) subject to the express consent of the DIP Agent, adjourn the Sale Hearing in accordance with the Bidding Procedures.

6. In accordance with and subject to the Bidding Procedures, the Debtors, in the exercise of their reasonable business judgment and in a manner consistent with their fiduciary duties and applicable law, shall have the right, in consultation with the Consultation Parties, to modify the Bidding Procedures, including to (i) extend or waive deadlines or other terms and conditions set forth herein or therein; (ii) adopt new rules and procedures for conducting the bidding and Auction process so long as any such modifications are disclosed to all Prospective Bidders and Qualified Bidders; and (iii) otherwise modify the Bidding Procedures to further promote competitive bidding for and maximizing the value of the Assets; *provided*, that the Debtors shall not, (x) without the express consent of the DIP Agent, extend, waive, or modify any date or deadline set forth in the timeline in paragraph 3 above, or (y) without the express consent

of the DIP Agent and the Prepetition Agents (as applicable), modify the Bidding Procedures in any manner that is adverse to the DIP Credit Parties or the Prepetition Secured Creditors.

7. Notwithstanding anything to the contrary in this Bidding Procedures Order or the Bidding Procedures, the Debtors shall not be required to take, or refrain from taking, any action that would be inconsistent with their fiduciary duties or other obligations under applicable law.

8. Subject in all respects to the Bankruptcy Code, other applicable law, the DIP Order, including any Challenge, and each agent's applicable loan documents, the DIP Agent and the Prepetition Agents may credit bid all or any portion of such party's secured claims against the Debtors pursuant to section 363(k) of the Bankruptcy Code or other applicable law, and any such credit bid shall be deemed to be a Qualified Bid submitted by a Qualified Bidder, without the need to provide any Good Faith Deposit (as defined in the Bidding Procedures); *provided,* that all parties in interest right to object to such Credit Bid are preserved. Any Credit Bid submitted by the DIP Agent or Prepetition Secured Creditors, respectively, made prior to the expiration of the Challenge Period shall be subject to Challenge as set forth in the DIP Order, notwithstanding entry of the order approving the Sale or the closing of the Sale. In the event that the amount, validity, perfection, enforceability, priority or extent of any liens or claims (including such liens or claims) of the Prepetition Secured Creditors or the DIP Agent are subject to a Challenge (as defined in the DIP Order) or a pending motion seeking standing to file a Challenge, or any other challenge (or a motion seeking standing with respect thereto) by any party, the DIP Agent and Prepetition Secured Creditors, as applicable, (i) shall not be obligated to close until any such Challenge is resolved in its entirety, and (ii) may (with the consent of the Debtors and after consultation with the

Consultation Parties) modify the terms of the bid prior to the Sale Hearing, including, without limitation, the structure or amount of the credit bid.

9. Nothing contained in this Bidding Procedures Order or in the Bidding Procedures is intended to or shall be construed to alter, amend or modify the DIP Order, nor constrain, limit, or impair any right granted to the DIP Credit Parties or the Prepetition Secured Lenders (as such terms are defined therein) thereunder.

10. For the avoidance of doubt, and notwithstanding anything to the contrary in this Bidding Procedures Order or the Bidding Procedures, each reference to the "express consent of the DIP Agent" or the "express consent of the Prepetition Agents (or the applicable Prepetition Agent)" means the prior express written consent of the DIP Agent or the applicable Prepetition Agent not to be unreasonably withheld, conditioned, or delayed, which consent may be given by electronic mail from counsel to the DIP Agent or the applicable Prepetition Agent.

C. Stalking Horse Agreement and Bid Protections

11. The Stalking Horse Designation Procedures and the Stalking Horse Notice, substantially in the form attached hereto as **Exhibit 3**, are approved, and the Debtors, subject to the express consent of the DIP Agent, are authorized to designate one or more Stalking Horse Bidders and provide Bid Protections, in accordance with the Stalking Horse Designation Procedures by **no later than September 28, 2026**, which deadline may be extended by the Debtors (after consultation with the Consultation Parties and subject to the express consent of the DIP Agent).

12. The Bid Protections, if any, are approved through this Bidding Procedures Order pursuant to the Stalking Horse Designation Procedures; *provided*, that any break-up fee shall not

exceed 3%. Other than any Bid Protections approved by the Court in connection with a Stalking Horse Bid, if any, no bidder or any other party shall be entitled to any termination or "break-up" fee, expense reimbursement, or any other bidding protection in connection with the submission of a bid for the Assets or otherwise participating in the Auction or the sale process. For the avoidance of doubt, approval of the Stalking Horse Designation Procedures or entry of the Stalking Horse Order shall not constitute approval of the sale of the Assets to the Stalking Horse Bidder and all parties' rights to object to approval of the sale to the Stalking Horse Bidder are preserved.

13. If the Debtors designate any Stalking Horse Bidder, the Debtors shall file a Stalking Horse Notice seeking approval of the same and any Bid Protections provided to such Stalking Horse Bidder. Objections to the designation of a Stalking Horse Bidder or any of the terms of a Stalking Horse Bid (including any proposed Bid Protections for such Stalking Horse Bidder) shall (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Bankruptcy Rules, (c) state, with specificity, the legal and factual bases thereof and (d) be filed with this Court and served on the Objection Notice Parties **within five days after the service of the Stalking Horse Notice**.

14. If a timely Stalking Horse Objection is filed, the Debtors will schedule a hearing regarding such Stalking Horse Objection as soon as reasonably practicable seeking approval of such Stalking Horse Bid and in accordance with this Order and the Bidding Procedures; *provided* that such hearing with respect to the Stalking Horse Objection shall be on not less than three calendar days' notice. If no timely Stalking Horse Objection is filed and served with respect to the Stalking Horse Bid, upon the expiration of the objection deadline, the Debtors will submit a proposed order under certification of counsel to this Court approving the Stalking Horse Bid

(including the Stalking Horse Agreement and the Bid Protections), which this Court may enter without a hearing and any further or other notice except as required herein or under the Bidding Procedures, including with respect to any Bid Protections set forth in the Stalking Horse Notice. For the avoidance of doubt, notwithstanding any approval of Bid Protections, designation of a Stalking Horse Bid, or entry into a Stalking Horse Agreement, any such bid will remain subject to higher and better offers, as determined in consultation with the Consultation Parties, and the Debtors shall not be authorized to consummate any sale with respect to such Stalking Horse Bid or Stalking Horse Agreement until after the Sale Hearing and the entry of an appropriate form of Sale Order by the Court.

D. Bid Deadline and Auction

15. Any Prospective Bidder that intends to participate in the Auction must submit in writing to SSG (contact information in Sections I and III of the Bidding Procedures) a Qualified Bid on or before **October 2, 2026 at 4:00 p.m. (prevailing Eastern Time)** (the "Bid Deadline"). The Debtors shall promptly provide a copy of each bid to each of the Consultation Parties, but in no event later than the day after the date of the Bid Deadline.

16. If the Debtors receive more than one Qualified Bid for the Assets, the Debtors shall conduct an Auction for the Assets.

17. The Auction, if required, will be conducted on **October 6, 2026, at 10:00 a.m. (prevailing Eastern Time)**, either (i) at the offices of Cole Schotz P.C., 500 Delaware Avenue Suite 600 Wilmington, DE 19801, or (ii) virtually or at such other date, time or location as designated by the Debtors, after consulting with the Consultation Parties. If the Debtors conduct the Auction virtually, the Debtors will provide instructions setting forth how to attend the Auction

to the participants and other attendees via electronic mail. The Debtors will provide notice (via electronic mail or otherwise) of any change in the date, time, or location of the Auction to Qualified Bidders and the Consultation Parties and will cause publication of such change to occur on the Epiq Website (as defined below). If held, the Auction proceedings shall be transcribed and/or video recorded.

18. If the Debtors, subject to the express consent of the DIP Agent, determine not to hold an Auction, the Debtors shall file with the Court, serve on parties in interest, and cause to be published on the website maintained by Epiq Corporate Restructuring, LLC, the Debtors' claims and noticing agent in these Chapter 11 Cases, located at https://dm.epiq11.com/BFGSupply (the "Epiq Website"), within one day of making the determination, a notice containing the following information (as applicable): (i) a statement that the Auction has been canceled; (ii) the identity of the Successful Bidder; (iii) either include a copy of the Successful Bid or a summary of the material terms of such bid, or provide instructions for accessing the Successful Bid free of charge from the Epiq Website; and (iv) the date, time, and location of the Sale Hearing.

19. Any creditor of the Debtors shall be eligible to attend the Auction, subject to any other limitations as the Debtors may reasonably impose in accordance with the Bidding Procedures. Qualified Bidders participating in the Auction must attend the Auction personally or through a duly authorized representative. The Debtors may establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of a Qualified Bidder or otherwise attend the Auction.

20. Each Qualified Bidder participating in the Auction shall confirm in writing on the record that (i) it has not engaged in any collusion with respect to the Auction or the submission of

any bid for any of the Assets; and (ii) the Qualified Bid that gained the Qualified Bidder admission to participate in the Auction and each Qualified Bid submitted by the Qualified Bidder at the Auction constitutes a binding, good-faith, and *bona fide* offer to purchase the Assets identified in such bids.

21. Within one day after the conclusion of the Auction, the Debtors shall file with the Court, serve on parties in interest, and cause to be published on the Epiq Website, a notice setting forth the results of the Auction (the "Notice of Auction Results"). The Notice of Auction Results will (i) identify each Successful Bidder and each Backup Bidder; (ii) either include a copy of each Successful Bid and each Backup Bid or a summary of the material terms of such bid, or provide instructions for accessing each Successful Bid and each Backup Bid free of charge from the Epiq Website; and (iii) set forth the date, time, and location of the Sale Hearing and any other relevant dates or other information necessary to reasonably apprise the Sale Notice Parties of the outcome of the Auction.

E. Sale Noticing and Objection Procedures

22. All objections to the sale of the Assets (each, a "Sale Objection") shall be (a) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; (b) filed with the Court by **no later than October 12, 2026, at 4:00 p.m. (prevailing Eastern Time)** (the "Sale Objection Deadline"); and (c) served on the Objection Notice Parties (as defined in Section X.D of the Bidding Procedures).

23. Any party who fails to file and serve a timely Sale Objection in accordance with the terms of this Bidding Procedures Order shall be forever barred from asserting, at the Sale Hearing or thereafter, any Sale Objection to the relief requested in the Motion, or to the

consummation or performance of the sale of the Assets, including the transfer of Assets to the Successful Bidder free and clear of liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code, and shall be deemed to "consent" to such sale for purposes of section 363(f) of the Bankruptcy Code, provided, however, that nothing in this Bidding Procedures Order or the Bidding Procedures shall (i) constitute, or be deemed to constitute, the consent of the DIP Agent, the DIP Lenders, the Prepetition Agents, or the Prepetition Secured Creditors to a sale of any Assets, free and clear of the DIP Liens, the Prepetition Liens, or the Adequate Protection Liens or (ii) limit, waive, or impair any right of such parties under sections 363(f) or 363(k) of the Bankruptcy Code, the DIP Order, or the DIP Documents.

24. The Debtors shall file any reply to any Sale Objection, if any, by **no later than October 13, 2026 at 4:00 p.m. (prevailing Eastern Time).**

25. Consummation of the sale of the Assets pursuant to a Successful Bid shall be subject to Court approval. The Sale Hearing to (a) approve a sale of all, substantially all, or a portion of the Assets to the Successful Bidder(s) and (b) authorize the assumption and assignment of certain executory contracts and unexpired leases shall be held before the Court on **October 14, 2026, at 9:30 a.m. (prevailing Eastern Time)**; *provided, that*, the Debtors may seek an adjournment or rescheduling of the Sale Hearing consistent with the Bidding Procedures and this Bidding Procedures Order. At the Sale Hearing, the Debtors will seek Court approval of the Successful Bid(s) and the Backup Bid(s) (if any). Unless the Court orders otherwise, the Sale Hearing shall be an evidentiary hearing on matters relating to the sale transaction and there will be no further bidding at the Sale Hearing. If the Successful Bidder(s) cannot or refuses to consummate the Sale(s) because of the breach or failure on the part of such Successful Bidder, the

Debtors may, in accordance with the Bidding Procedures, designate the Backup Bid to be the new Successful Bid and the Backup Bidder to be the new Successful Bidder, and the Debtors shall be authorized, but not required, subject to the express consent of the DIP Agent and consultation with the Consultation Parties, to consummate the applicable transaction with the Backup Bidder without further order of the Court.

26. The Sale Notice, substantially in the form attached hereto as **Exhibit 2**, is approved, and no other or further notice of the proposed sale of the Assets, the Auction, the Sale Hearing, the Sale Objection Deadline shall be required if the Debtors serve and publish the Sale Notice in the manner provided in the Bidding Procedures and this Bidding Procedures Order.

27. By no later than two business days after the entry of this Bidding Procedures Order, the Debtors shall file with the Court, serve on the Sale Notice Parties, and cause to be published on the Epiq Website, the Sale Notice.

F. Assumption and Assignment Procedures

28. The Assumption and Assignment Notice, substantially in the form attached hereto as **Exhibit 4**, is approved, and no other or further notice of the Debtors' intention to assume or assign the Contracts or of the Debtors' proposed Cure Costs is necessary or required.

29. By no later than two business days after the entry of this Bidding Procedures Order, the Debtors shall file with the Court, serve on the applicable Counterparties (and counsel, if known), and cause to be published on the Epiq Website, the Assumption and Assignment Notice.

30. Any objection to the Debtors' proposed Cure Costs (each such objection, a "Cure Objection") shall be (a) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; (b) filed with the Court by **no later**

than 4:00 p.m. (prevailing Eastern Time) on the date that is 14 days after service of the Assumption and Assignment Notice; and (c) served on the Objection Notice Parties.

31. The Debtors, any Stalking Horse Bidder or, as applicable, the Successful Bidder, and the objecting Counterparty shall first confer in good faith to attempt to resolve the Cure Objection without Court intervention. If a Cure Objection is resolved in a manner that is not reasonably acceptable to the Debtors or the Successful Bidder, whether or not such resolution occurs prior to or after the closing of the sale of the Assets, the Debtors, any Stalking Horse Bidder or, as applicable, the Successful Bidder, may determine that any Contract subject to such resolved Cure Objection no longer will be assumed and assigned in connection with the sale of the Assets (subject to the terms of the applicable purchase agreement).

32. If a timely Cure Objection cannot otherwise be resolved by the parties, the Cure Objection may be heard at the Sale Hearing, at the next regularly scheduled omnibus hearing in these Cases, or such later date as may be agreed upon by the parties or fixed by the Court (each such Cure Objection, an "Adjourned Cure Objection"). An Adjourned Cure Objection may be resolved after the closing date of the sale of the Assets. Upon resolution of an Adjourned Cure Objection and the payment of the applicable cure amount, if any, to be made as soon as reasonably practicable or within five days of resolution of the Cure Objection, the Contract that was the subject of such Adjourned Cure Objection shall, at the election of the Successful Bidder, and subject to the Debtors' rights set forth in paragraph 31 of this Bidding Procedures Order, be deemed assumed and assigned to the Successful Bidder as of the closing date of the sale of the Assets. Notwithstanding anything to the contrary herein, with respect to any unexpired lease of nonresidential real property that is the subject of a Cure Objection, Adjourned Cure Objection or

Adequate Assurance Objection, the Debtors shall assume or assume and assign any such unexpired lease no later than the deadline imposed by section 365(d)(4) of the Bankruptcy Code.

33. If a Counterparty fails to file with the Court and serve on the Objection Notice Parties a timely Cure Objection, the Counterparty forever shall be barred from asserting any objection with regard to the cost to cure any defaults under the applicable Contract. The Cure Costs set forth in the applicable Assumption and Assignment Notice shall be controlling and will be the only amount necessary to cure outstanding defaults under the Contract and satisfy the requirements of section 365(b) of the Bankruptcy Code, and the Counterparty to the Contract shall be bound by and deemed to have consented to the Cure Costs.

34. In accordance with the Bidding Procedures, Qualified Bids shall be accompanied by Adequate Assurance Information (as defined in the Bidding Procedures). The Debtors shall promptly provide (with Email being acceptable), the Adequate Assurance Information to any Counterparty (and counsel, if known) to any Contract that may be assumed by the applicable Qualified Bidder.

35. Any objection to the proposed assumption and assignment of a Contract, the subject of which objection is a Successful Bidder's or any other relevant assignee's proposed form of adequate assurance of future performance with respect to the Contract (each such objection, an "Adequate Assurance Objection"), shall be (a) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; (b) filed with

the Court by **no later than October 12, 2026 at 4:00 p.m. (prevailing Eastern Time)**; and (c) served on the Objection Notice Parties.

36. The Debtors, the Successful Bidder, and a Counterparty that has filed an Adequate Assurance Objection shall first confer in good faith to attempt to resolve the Adequate Assurance Objection without Court intervention. If the parties are unable to consensually resolve the Adequate Assurance Objection prior to the commencement of the Sale Hearing, the Adequate Assurance Objection and all issues of adequate assurance of future performance of the Successful Bidder (or any other relevant assignee) shall be determined by the Court at the Sale Hearing, at the next regularly scheduled omnibus hearing in these Cases, or such later date as may be agreed upon by the parties or fixed by the Court.

37. If a Counterparty fails to file with the Court and serve on the Objection Notice Parties a timely Adequate Assurance Objection, the Counterparty shall be forever barred from asserting any objection to the assumption and/or assignment of a Contract with regard to adequate assurance of future performance. The Successful Bidder (or any other relevant assignee) shall be deemed to have provided adequate assurance of future performance with respect to a Contract in accordance with Bankruptcy Code sections 365(b)(1)(C), 365(f)(2)(B), and, if applicable, Bankruptcy Code section 365(b)(3), notwithstanding anything to the contrary in the Contract or any other document.

38. As soon as reasonably practicable after the closing of the sale of the Assets, the Debtors shall file with the Court, serve on the applicable Counterparties, and cause to be published

on the Epiq Website, a notice containing the list of Contracts that the Debtors assumed and assigned pursuant to any asset purchase agreement with a Successful Bidder.

39. The inclusion of a Contract or Cure Costs with respect to any Contract on any Assumption and Assignment Notice, shall not constitute or be deemed a determination or admission by the Debtors, any Stalking Horse Bidder, any Successful Bidder, or any other party that such Contract is an executory contract or an unexpired lease within the meaning of the Bankruptcy Code, and shall not be a guarantee that such Contract ultimately will be assumed or assigned. The Debtors reserve all of their rights, claims, and causes of action with respect to each Contract listed on any Assumption and Assignment Notice.

G. Other Related Relief

40. Notwithstanding anything herein or in the Bidding Procedures to the contrary, the Debtors shall not be permitted to (a) modify the consultation rights of the Consultation Parties in the Bidding Procedures or (b) modify the consent rights of the DIP Agent or Prepetition Agents, absent further order of this Court or the consent of any affected Consultation Parties, the DIP Agent, or the Prepetition Agents, as applicable.

41. All persons and entities that participate in the Auction or bid for the Assets during the Sale Process shall be deemed to have knowingly and voluntarily (i) consented to the core jurisdiction of the Court to enter any order related to the Bidding Procedures, the Auction, or any other relief requested in the Motion or granted in this Bidding Procedures Order; (ii) waived any right to a jury trial in connection with any disputes relating to the Bidding Procedures, the Auction, or any other relief requested in the Motion or granted in this Bidding Procedures Order; and (iii) consented to the entry of a final order or judgment in connection with any disputes relating to the

Bidding Procedures, the Auction, or any other relief requested in the Motion or granted in this Bidding Procedures Order, if it is determined that the Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the relevant parties.

42. Nothing in this Bidding Procedures Order, or any of the Exhibits hereto, shall (i) prevent the Debtors from, in the exercise of their fiduciary duties, pursuing or otherwise consummating an alternative transaction or (ii) obligate the Debtors to pursue or consummate any transaction with any Qualified Bidder.

43. Notwithstanding the applicability of any of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or any other provisions of the Bankruptcy Rules or the Local Rules stating to the contrary, the terms and provisions of this Bidding Procedures Order shall be immediately effective

and enforceable upon its entry, and any applicable stay of the effectiveness and enforceability of this Bidding Procedures Order is hereby waived.

44. The Debtors are authorized to take all steps necessary or appropriate to implement the relief granted in this Bidding Procedures Order.

45. This Bidding Procedures Order shall be binding on and inure to the benefit of the Debtors, including any Chapter 7 or Chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

46. This Bidding Procedures Order shall constitute the findings of fact and conclusions of law and shall take immediate effect upon execution hereof.

47. Except as set forth in paragraph 8 above, to the extent this Bidding Procedures Order is inconsistent with any prior order or pleading with respect to the Motion in these Chapter 11 Cases, the terms of this Bidding Procedures Order shall govern.

48. Notwithstanding the relief granted in this Bidding Procedures Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of *the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Bidding

Procedures Order, or any actions taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

49. To the extent any of the deadlines set forth in this Bidding Procedures Order do not comply with the Local Rules, such Local Rules are waived and the terms of this Bidding Procedures Order shall govern.

50. This Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Bidding Procedures Order.

Exhibit 1

Bidding Procedures

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (CTG)
Debtors.[1]	(Jointly Administered)

BIDDING PROCEDURES

The above-captioned debtors and debtors in possession (the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") will use the procedures set forth herein (the "Bidding Procedures") in connection with a sale or disposition of all, substantially all, or a portion of the Debtors' assets (the "Assets").

On August 18, 2026, the Debtors filed with the United States Bankruptcy Court for the District of Delaware (the "Court") the *Debtors' Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially all of the Debtors' Assets, (B) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. [●]] (the "Motion"). By the Motion, the Debtors sought, among other things, entry of an order approving Bidding Procedures for soliciting bids for an auction (the "Auction") of, and consummating a sale of, the Assets, as further described herein.

On [●], 2026, the Court entered an *Order (I) Approving Bidding Procedures for the Sale of Substantially all of the Debtors' Assets, (II) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V)*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors, LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief [Docket No. [●]] (the "Bidding Procedures Order").[2]

On [●], 2026, the Ontario Superior Court of Justice (Commercial List), granted an order (the "Bidding Procedures Recognition Order") recognizing and enforcing the Bidding Procedures Order in Canada.

I. ASSETS FOR SALE

The Debtors intend to sell all, substantially all, or a portion of their Assets.

A Prospective Bidder (as defined in Section III below) may bid on the Assets, subject to the conditions set forth herein.

The ability to undertake and consummate a sale of the Assets shall be subject to competitive bidding, as set forth herein, and approval by the Court. In addition to any Stalking Horse Bid (as defined in the Motion), and as set forth herein, the Debtors will consider bids for the Assets from other parties.

Any party interested in submitting a bid for any of the Debtors' Assets should contact the Debtors' investment banker:

SSG Advisors, LLC
Neil Gupta (ngupta@ssgca.com)
Teresa C. Kohl (tkohl@ssgca.com)
J. Scott Victor (jsvictor@ssgca.com)

II. KEY DATES AND DEADLINES

DEADLINE	EVENT
Two business days after the entry of the Bidding Procedures Order	Deadline for Debtors to file and serve Sale Notice
Two business days after the entry of the Bidding Procedures Order	Deadline for Debtors to file and serve Assumption and Assignment Notice
4:00 p.m. (prevailing Eastern Time) on the date that is 14 days after service of the Assumption and Assignment Notice	Cure Objection Deadline
September 28, 2026, at 4:00 p.m. (prevailing Eastern Time)	Deadline for Debtors to designate a Stalking Horse Bidder
October 2, 2026, at 4:00 p.m. (prevailing Eastern Time)	Bid Deadline
Five days after the Stalking Horse Notice is filed	Stalking Horse Objection Deadline

[2] Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms later in these Bidding Procedures or in the Motion, the Bidding Procedures Order, and the Interim DIP Order, as applicable.

DEADLINE	EVENT
October 6, 2026, at 10:00 a.m. (prevailing Eastern Time)	Auction
One day after the conclusion of the Auction	Deadline for Debtors to file and serve Notice of Auction Results
October 12, 2026, at 4:00 p.m. (prevailing Eastern Time)	Sale Objection Deadline and Adequate Assurance Objection Deadline
October 13, 2026, at 4:00 p.m. (prevailing Eastern Time)	Debtors' Deadline to Reply to Sale Objections
October 14, 2026, at 9:30 a.m. (prevailing Eastern Time)	Sale Hearing
October 21, 2026	Deadline for entry of a recognition order in the recognition proceedings commenced before the Ontario Superior Court of Justice (Commercial List) (the "Recognition Proceedings") (if necessary)
October 22, 2026	Deadline to consummate approved Sale

III. DUE DILIGENCE

Each person or entity that desires to participate in the Auction must first deliver to SSG (contact information in Section I above and in this Section III) the following:

- documentation identifying the Prospective Bidder, its principals, and the representatives thereof who are authorized to appear and act on its behalf for all purposes regarding the contemplated Sale;

- an executed confidentiality agreement, in form and substance satisfactory to the Debtors;

- a statement and other factual support demonstrating to the Debtors and their advisors, in their sole judgment, that the Prospective Bidder has a *bona fide* interest in purchasing some or all of the Assets; and

- preliminary proof by the Prospective Bidder of its financial capacity to close a proposed sale transaction, which may include current unaudited or verified financial statements of, or verified financial commitments obtained by, the Prospective Bidder (or, if the Prospective Bidder is an entity formed for the purpose of acquiring the Assets to be sold, the party that will bear liability for a breach by the Prospective Bidder of an asset purchase agreement or other agreement entered into in respect of the sale transaction), the adequacy of which the Debtors and their advisors will determine in their sole judgment.

The Debtors and their advisors shall have the right to disclose on a confidential basis to the DIP Agent, the Prepetition Agents, the Creditors' Committee, and their respective advisors each Prospective Bidder's identity, its bid and any related diligence materials.

Any person or entity that delivers the foregoing shall be a "Prospective Bidder." Without the need for any further action, any Stalking Horse Bidder is a Prospective Bidder and a Qualified Bidder (as defined in Section VI.C below).

Upon execution of a valid confidentiality agreement and subject to the other limitations and guidelines set forth herein, the Debtors may grant a Prospective Bidder that the Debtors identify as reasonably likely to become a Qualified Bidder with access to information allowing such Prospective Bidder to conduct due diligence with respect to the potential acquisition of some or all of the Assets. If any Prospective Bidder is (or is affiliated with) a competitor of the Debtors, the Debtors will not be required to disclose to such Prospective Bidder any trade secrets or proprietary information (as determined by the Debtors in their sole discretion), unless the confidentiality agreement executed by such Prospective Bidder is satisfactory to the Debtors and contains provisions sufficient to ensure that such Prospective Bidder will not use such trade secrets or proprietary information for an improper purpose or to gain an unfair competitive advantage.

If the Debtors determine, after consulting with the Consultation Parties, that a Prospective Bidder is unlikely to qualify as a Qualified Bidder or fails to become a Qualified Bidder, then such Prospective Bidder shall have no further right to access due diligence or any other non-public information. The Prospective Bidder shall return or destroy any non-public information the Debtors or their advisors provided to the Prospective Bidder in accordance with the terms of the confidentiality agreement executed by the Debtors and the Prospective Bidder.

The Debtors will use reasonable efforts to accommodate all reasonable requests from Prospective Bidders for additional information and due diligence access. All due diligence requests shall be directed to the Debtors' investment banker:

SSG Advisors, LLC
Neil Gupta (ngupta@ssgca.com)
Teresa C. Kohl (tkohl@ssgca.com)
J. Scott Victor (jsvictor@ssgca.com)

IV. STALKING HORSE DESIGNATION PROCEDURES

The procedures set forth in this section (the "Stalking Horse Designation Procedures") shall apply to the designation of any Stalking Horse Bidder, Stalking Horse Agreement and Bid Protections.

Subject to the provisions set forth herein, the Bidding Procedures Order, and in consultation with the Consultation Parties, the Debtors may, subject to the express consent of the DIP Agent, designate one or more Stalking Horse Bidders that submits a Qualified Bid (as defined below) acceptable to the Debtors, subject to higher or otherwise better offers at the Auction, **no later than September 28, 2026, at 4:00 p.m. (prevailing Eastern Time)**, which deadline may be extended by the Debtors (after consultation with the Consultation Parties and subject to the express consent of the DIP Agent).

The Debtors, in consultation with the Consultation Parties, and subject to the express consent of the DIP Agent, may provide one or more bid protections, including break-up fees and/or

reimbursement of expenses, if any, for documented, actual, and necessary expenses incurred by any Stalking Horse Bidder (collectively, the "Bid Protections"); *provided*, that any break-up fee shall not exceed 3%.

The Debtors shall file a notice (the "Stalking Horse Notice") regarding such selection and any Bid Protections. The Stalking Horse Notice shall be served on (i) the U.S. Trustee, (ii) the Consultation Parties, and (iii) any party that has filed the appropriate notice pursuant to Bankruptcy Rule 2002 requesting notice of all pleadings filed in these Chapter 11 Cases (the "Stalking Horse Notice Parties") with no further or other notice regarding the Stalking Horse Bidder, the Stalking Horse Bid, or the Bid Protections being required. To the extent the Stalking Horse Bid includes any of the Debtors' assets located in Canada, the Information Officer appointed in Recognition Proceeding shall be a Stalking Horse Notice Party. Any Stalking Horse Notice shall (a) set forth the identity of the Stalking Horse Bidder (and if the Stalking Horse Bidder is a newly formed entity, then the Stalking Horse Bidder's parent company or sponsor); (b) set forth the amount of the Stalking Horse Bid and any Bid Protections; (c) state whether the Stalking Horse Bidder has any connection to the Debtors other than those that arise from the Stalking Horse Bid; (d) confirm the proposed Bid Protections are consistent with the Bidding Procedures Order; (e) attach the purchase agreement finalized with the Stalking Horse Bidder or otherwise summarize the material terms thereof; and (f) set forth the deadline to object to the Stalking Horse Bidder designation. All parties in interest shall have the right to object to the Debtors' designation of a Stalking Horse Bidder on any grounds, including objections to the Bid Protections and the form of proposed order.

Objections to the designation of a Stalking Horse Bidder or any of the terms of the applicable Stalking Horse Notice (a "Stalking Horse Objection") shall (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (c) state, with specificity, the legal and factual bases thereof and (d) be filed with the Court and served on the Objection Notice Parties. The Stalking Horse Objection shall be filed within five days after the Stalking Horse Notice is filed. If a timely Stalking Horse Objection is filed, the Debtors are authorized to seek an expedited hearing with respect to the Stalking Horse Objection on not less than three calendar days' notice. Absent any timely Stalking Horse Objection, the Court may enter an order approving the Bid Protections set forth in the Stalking Horse Notice and the designation of the Stalking Horse (the "Stalking Horse Order"). For the avoidance of doubt, entry of the Stalking Horse Order shall not constitute approval of the sale of the Debtors' assets to the Stalking Horse Bidder and all parties rights to object to approval of the sale to the Stalking Horse Bidder are preserved.

Upon filing of the Stalking Horse Notice, any Stalking Horse Agreement executed by the Debtors and the transactions contemplated thereby will be deemed a Qualified Bid for all purposes, and any Stalking Horse Bidder party to a Stalking Horse Agreement executed by the Debtors will be deemed to be a Qualified Bidder.

Other than as provided by order of the Court, no party submitting a Bid shall be entitled to a break-up fee or expense reimbursement except for the Bid Protections for any Stalking Horse Bidder. Any substantial contribution claims by any bidder are deemed waived.

V. BID DEADLINE

Any Prospective Bidder that intends to participate in the Auction must submit in writing to the Bid Notice Parties a Qualified Bid (as defined in Section VI.C below) on or before **October 2, 2026, at 4:00 p.m. (prevailing Eastern Time**) (the "Bid Deadline"). The Debtors shall promptly provide a copy of each bid to each of the Consultation Parties, but in no event later than the day after the Bid Deadline.

VI. BID REQUIREMENTS

A. Qualified Bid Requirements

To qualify as a "Qualified Bid," a bid must be in writing and satisfy the following requirements (provided that, notwithstanding anything to the contrary herein, any Credit Bid shall constitute a Qualified Bid submitted by a Qualified Bidder without further action and shall not be required to provide a Good Faith Deposit):

1. Identification of Bidder. A Qualified Bid must fully disclose the following: (a) the legal identity of each person or entity bidding for the Assets and/or otherwise sponsoring, financing (including through the issuance of debt in connection with such bid), or participating in (including through license or similar arrangement with respect to the Assets to be acquired in connection with such bid) the Auction in connection with such bid and the complete terms of any such participation; and (b) any past or present connections or agreements with the Debtors, any Stalking Horse Bidder, any other known Prospective Bidder or Qualified Bidder, the Prepetition Secured Creditors, the DIP Credit Parties, or any officer or director of any of the foregoing (including any current or former officer or director of the Debtors).

2. Purchased Assets. A Qualified Bid must identify the following:

   a. the Assets to be purchased, including any executory contracts and unexpired leases (collectively, the "Contracts") that, as of the submission of such bid, the Prospective Bidder proposes to be assumed and assigned by the Debtors in connection with the proposed sale; and

   b. the liabilities, if any, to be assumed, including any debt to be assumed.

3. Form of Consideration.

   a. Credit Bidding. The DIP Agent and the Prepetition Agents may, to the extent permitted by their applicable loan documents and subject to the terms of the DIP Order, including any Challenge, credit bid all or any portion of such secured party's claims against the Debtors (the "Credit Bid"). Any Credit Bid shall be a Qualified Bid without

the need to provide any Good Faith Deposit and the Prepetition Agents shall each be a Qualified Bidder in connection with such Credit Bid.

b. Consideration. Other than a Credit Bid, each other bid must include a statement confirming that the bid is based on an all-cash offer, or if a bid includes forms of consideration other than cash, the bidder shall include an analysis or description of the value of such non-cash components, including any supporting documentation, to assist the Debtors and the Consultation Parties in evaluating the bid.

4. Minimum Bid for Assets. If a Stalking Horse Bidder has been designated, each bid that is not a Stalking Horse Bid must have a value to the Debtors, as determined by the Debtors, in consultation with the Consultation Parties, that is greater than or equal to the sum of the value offered under the Stalking Horse Agreement, plus (a) the amount of the Bid Protections and (b) the Minimum Overbid amount (collectively, the "Minimum Bid Amount").

If the value of a bid relative to any Stalking Horse Bid includes additional non-cash components (such as fewer contingencies than are in any Stalking Horse Agreement), the bidder should include an analysis or description of the value of any such additional non-cash components, including any supporting documentation, to assist the Debtors and the Consultation Parties in better evaluating the competing bid.

If a Stalking Horse Bidder is not designated pursuant to the Stalking Horse Designation Procedures, the Debtors, in consultation with the Consultation Parties, may set a minimum bid requirement, which shall be considered the Minimum Bid Amount for all purposes hereunder. In such case, the Debtors will notify all Prospective Bidders of the Minimum Bid Amount no later than October 5, 2026, at 5:00 p.m.

5. Proposed Asset Purchase Agreement. A Qualified Bid must constitute an irrevocable offer and be in the form of an asset purchase agreement reflecting the terms and conditions of the bid (each, a "Proposed Asset Purchase Agreement"). A Proposed Asset Purchase Agreement shall be (a) duly authorized and executed; (b) based on, and marked against, the form asset purchase agreement provided by the Debtors (the "Form APA") or, if a Stalking Horse Bidder has been designated, the Stalking Horse Agreement, to reflect the proposed sale transaction and to show any other proposed modifications to the Form APA or Stalking Horse Agreement, as applicable; (c) specify the proposed purchase price for the Assets in U.S. dollars; and (d) identify any Contracts that, as of the submission of such bid, the Prospective Bidder proposes to be assumed and assigned by the Debtors in connection with the proposed sale transaction.

6. Financial Information. A Qualified Bid must include the following:

   a. Other than a Credit Bid, a statement that the Prospective Bidder is financially capable of consummating the sale transaction contemplated by the Prospective Bidder's Proposed Asset Purchase Agreement and Proposed Sale Order;

   b. Other than a Credit Bid, sufficient evidence, as determined by the Debtors in their sole discretion, to determine that the Prospective Bidder has, or will obtain, the financial wherewithal to consummate the sale transaction contemplated by the Prospective Bidder's Proposed Asset Purchase Agreement and Proposed Sale Order; and

   c. Adequate Assurance Information (as defined in Section VI.A.8 below) with respect to any Contracts included or that may be included in the Prospective Bidder's bid, including the identity of any known proposed assignee of the applicable Contracts (if different from the Prospective Bidder), including contact information for such proposed assignee;

7. Good Faith Deposit. Each Qualified Bid (other than a Credit Bid, for which no deposit is required) must be accompanied by a good faith deposit (each, a "Good Faith Deposit") in the form of cash in an amount equal to ten percent (10%) of the proposed purchase price for the Assets. The Good Faith Deposits shall be deposited **no later than October 5, 2026 at 3:00 pm (prevailing Eastern Time)** with an escrow agent selected by the Debtors (the "Escrow Agent") and held in escrow until 10 business days after the conclusion of the Auction, except for the Good Faith Deposit of any bidder who is selected at the Auction as a Successful Bidder or as a Backup Bidder, and thereafter returned to the respective Qualified Bidders in accordance with Section VII.D of these Bidding Procedures.

   For the avoidance of doubt, to the extent the purchase price of a bid is increased at any time or from time to time, whether prior to the commencement of, or during, the Auction (if any), the amount of the required Good Faith Deposit shall automatically increase accordingly (*i.e.*, to equal ten percent (10%) of such increased purchase price), and the corresponding Prospective Bidder shall promptly deposit the amount of such increase into escrow within one business day following such increase. Without limiting the foregoing, if a purchase price is increased in order for a bid to qualify as a Qualified Bid, the Debtors may condition the applicable Prospective Bidder's participation in the Auction (if any) on such Prospective Bidder depositing the full amount of the then-required Good Faith Deposit into escrow prior to the commencement of the Auction. Moreover, the amount of the required Good Faith Deposit shall likewise automatically increase accordingly (*i.e.*, to equal ten percent (10%) of such increased purchase price) with respect to any Successful Bid

or Backup Bid, and the corresponding Successful Bidder or Backup Bidder shall promptly deposit the amount of such increase into escrow within one business day following the close of the Auction.

8. Adequate Assurance. A Qualified Bid must include evidence of the Prospective Bidder's (or any other relevant assignee's) ability to comply with section 365 of the Bankruptcy Code (to the extent applicable), including providing adequate assurance of such Prospective Bidder's (or any other relevant assignee's) ability to perform future obligations arising under any Contracts included in its bid. The Debtors may require the following information in connection with demonstrating adequate assurance of future performance: (a) information evidencing the Prospective Bidder's (or any other relevant assignee's) financial wherewithal and willingness to perform under any Contracts included in the bid, which information may include (i) a corporate organizational chart or similar disclosure identifying corporate ownership and control, (ii) financial statements, (iii) tax returns, and (iv) annual reports; and (b) the Prospective Bidder's (or any other relevant assignee's) proposed use of any leased premises or other property included in the bid (the information described in clauses (a) and (b) of this Section VI.A.8, the "Adequate Assurance Information").

   All Adequate Assurance Information must be in a form that will permit its immediate dissemination to Contract counterparties ("Counterparties"), with email being acceptable.

9. Representations and Warranties (As-Is, Where-Is). Each Qualified Bid must include a written acknowledgement and representation that (a) the Prospective Bidder has had an opportunity to conduct any and all due diligence regarding the Assets prior to making its Qualified Bid, (b) the Prospective Bidder has relied solely upon its own or its advisors' independent review, investigation, and/or inspection of any documents and/or the Assets in making its Qualified Bid, (c) the Prospective Bidder did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise, regarding the Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Prospective Bidder's Proposed Asset Purchase Agreement; and (d) the Assets will be conveyed "as is, where is, with all faults," with limited representations and warranties, and no indemnification or guarantees by the Debtors.

10. Authorization. A Qualified Bid must (a) include evidence of authorization and approval from the Prospective Bidder's board of directors (or comparable governing body) with respect to the submission, execution, and delivery of any bid for the Assets, participation in the Auction, and closing of the sale transaction contemplated by the Prospective Bidder's

Proposed Asset Purchase Agreement and Proposed Sale Order; or, (b) if the Prospective Bidder is an entity formed for the purpose of effecting the proposed sale transaction, a Qualified Bid must provide written evidence acceptable to the Debtors of authorization and the approval by the equity holder(s) of such Prospective Bidder.

11. Other Requirements. A Qualified Bid must:

a. state that the Prospective Bidder agrees to serve as a backup bidder (a "Backup Bidder") if such bidder's Qualified Bid is selected at the Auction as the next highest or next best bid after the Successful Bid (as defined in Section VII.C.1 below) for the Assets (each such bid, a "Backup Bid");

b. state that the bid represents a binding, good-faith, and *bona fide* offer to purchase the Assets and is not subject to or conditioned on any further due diligence, and is irrevocable (i) until the selection of the Successful Bid in accordance with these Bidding Procedures; or (ii) if the bid is selected as a Successful Bid or as a Backup Bid, until the Backup Bid Expiration Date (as defined in Section VII.C.2 below);

c. for any bidder other than any Stalking Horse Bidder, state and acknowledge that the Prospective Bidder shall not be entitled to any bidding protection or payment in connection with the submission of a bid for the Assets or otherwise participating in the Sale process;

d. state that the Prospective Bidder is committed to closing the sale transaction contemplated in its bid as soon as practicable (and in no event later than October 22, 2026);

e. expressly waive any claim or right to assert any substantial contribution administrative expense claim under section 503(b) of the Bankruptcy Code in connection with bidding for any of the Assets and/or otherwise participating in the Auction or the Sale process;

f. not contain any financing contingencies of any kind;

g. state whether the Prospective Bidder intends to offer future employment to any of the Debtors' employees and, if so, to whom;

h. certify that the Prospective Bidder did not collude with any other bidders and is not otherwise a partnership, joint venture, or other entity in which more than one bidder (or any affiliates of a bidder) has a direct or indirect interest, unless consented to in writing by the Debtors;

i. include a covenant to comply with the terms of these Bidding Procedures and the Bidding Procedures Order; and

j. contain such other information as may be reasonably requested by the Debtors.

B. Bid Review Process

The Debtors will evaluate bids and, based upon their evaluation of the content of each bid, the Debtors may, as they deem appropriate in their reasonable business judgment and in a manner consistent with their fiduciary duties and applicable law, engage in negotiations with any Prospective Bidder for the purposes of (i) curing any deficiencies in a bid that prevents it from constituting a Qualified Bid, (ii) improving the terms of the Prospective Bidder's bid, or (iii) otherwise promoting a more competitive bidding and Auction process with the ultimate goal of maximizing the value of the Assets; provided that the Debtors shall not waive, amend, or modify any bid requirement set forth in Section VI.A in a manner that is adverse to the DIP Credit Parties or the Prepetition Secured Creditors without the express consent of the DIP Agent or the Prepetition Secured Creditors, as applicable.

In evaluating a bid, the Debtors may take into consideration any and all factors that the Debtors deem reasonably pertinent, including (i) the amount of the proposed purchase price and proposed form of consideration; (ii) any Assets included in, or excluded from, the bid, including any Contracts to be assumed and assigned; (iii) the value to be provided to the Debtors under the bid, including the net economic effect on the Debtors' estates (taking into account any Stalking Horse Bidder's rights with respect to any Bid Protections and the amounts necessary to fund a wind-down of the Debtors' estates); (iv) any benefits to the Debtors' estates from any assumption or waiver of liabilities contemplated by the bid; (v) the structure of the proposed sale transaction and any attendant execution risk, including conditions to, timing of, and certainty of closing; termination provisions; availability of financing and general financial wherewithal to meet all commitments; and any required governmental approvals; and (vi) the impact of the proposed sale transaction on the Debtors' employees, trade creditors, landlords, and any other parties-in-interest.

The Debtors will evaluate timely bids and will (i) after consultation with the Consultation Parties, determine which bids qualify as Qualified Bids, and subject to the express consent of the DIP Agent, which Qualified Bid has been selected as the Baseline Bid and (ii) notify bidders whether they are Qualified Bidders as soon as commercially reasonable following the Bid Deadline. A Qualified Bidder shall not (without the consent of the Debtors), modify, amend, or withdraw its Qualified Bid, unless for the purposes of increasing the purchase price or otherwise improving the terms of the Qualified Bid, as determined by the Debtors in their reasonable business judgment.

C. Qualified Bidders

A (a) bid received for the Assets that the Debtors determine satisfies the requirements set forth in Sections V and VI.A above and (b) credit bid by the DIP Credit Parties and/or Prepetition Secured Creditors will in each case qualify as a "Qualified Bid," and (a) any bidder that submits a

Qualified Bid and (b) the DIP Credit Parties and the Prepetition Secured Creditors will in each case qualify as a "Qualified Bidder."

The Debtors may, in their reasonable business judgment, in a manner consistent with their fiduciary duties and applicable law, amend or waive the conditions precedent to qualifying as a Qualified Bidder; provided that the Debtors may not amend or waive any terms or conditions that are subject to the consent of the DIP Agent without the DIP Agent's prior written consent.

D. Bid Protections

Other than any Bid Protections approved by the Court in connection with a Stalking Horse Bid, if any, no bidder or any other party shall be entitled to any termination or "break-up" fee, expense reimbursement, or any other bidding protection in connection with the submission of a bid for the Assets or otherwise participating in the Auction or the sale process.

VII. THE AUCTION

If the Debtors receive more than one Qualified Bid (including a combination of bids that, when considered together, constitute a Qualified Bid) for the Assets, the Debtors will conduct an Auction for the Assets. If any Stalking Horse Bid is the only Qualified Bid received in respect of the Assets, the Debtors will not conduct an Auction for the Assets and will seek approval of such Stalking Horse Bid at the Sale Hearing. If the Debtors determine not to hold an Auction, within one day of making the determination, the Debtors will file with the Court, serve on parties in interest, and cause to be published on the Epiq Website within one day of making the determination, a notice containing the following information, as applicable: (i) a statement that the Auction for the Assets has been canceled; (ii) the identity of the Successful Bidder; (iii) a copy of the Successful Bid or a summary of the material terms of such bid, including any assumption and assignment of Contracts contemplated thereby, or provide instructions for accessing the Successful Bid free of charge from the Epiq Website; and (iv) the date, time, and location of the Sale Hearing.

The Auction, if required, will be conducted on **October 6, 2026, at 10:00 a.m. (prevailing Eastern Time)**, either (i) at the offices of Cole Schotz P.C., 500 Delaware Avenue Suite 600 Wilmington, DE 19801, or (ii) virtually or at such other date, time or location as designated by the Debtors, after consulting with the Consultation Parties. If the Debtors conduct the Auction virtually, the Debtors will provide instructions setting forth how to attend the Auction to the participants and other attendees via electronic mail. The Debtors will provide notice (via electronic mail or otherwise) of any change in the date, time or location of the Auction to Qualified Bidders and the Consultation Parties, and will cause publication of such change to occur on the Epiq Website.

If held, the Auction proceedings will be transcribed and/or video recorded.

A. Participants and Attendees

Any creditor of the Debtors shall be permitted to attend the Auction, subject to other limitations as may be reasonably imposed by the Debtors in accordance with these Bidding Procedures. Qualified Bidders participating in the Auction must attend the Auction personally or through a duly authorized representative. Subject to the Auction procedures set forth in Section

VII.B, all Qualified Bidders and the Consultation Parties are permitted to attend the Auction; *provided* that the Debtors may, in their sole discretion, establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of a Qualified Bidder or otherwise attend the Auction.

Each Qualified Bidder participating in the Auction will be required to confirm in writing and on the record at the Auction that (i) it has not engaged in any collusion with respect to the Auction or the submission of any bid for any of the Assets and (ii) its Qualified Bid that gained the Qualified Bidder admission to participate in the Auction and each Qualified Bid submitted by the Qualified Bidder at the Auction is a binding, good-faith, and *bona fide* offer to purchase the Assets identified in such bids.

All Prospective Bidders and Qualified Bidders (including any Stalking Horse Bidder, Successful Bidder, and Backup Bidder) shall be deemed to have (i) agreed that all proceedings in the Court related to these Bidding Procedures, the Auction, any other relief requested in the Motion or granted pursuant to the Bidding Procedures Order, or the construction or enforcement of any agreement or any other document directly relating to the sale transaction are core proceedings as described in 28 U.S.C. § 157; (ii) waived any right to a jury trial in connection with any disputes relating to these Bidding Procedures, the Auction, or the construction or enforcement of any agreement or any other document directly relating to the sale transaction; and (iii) consented to the entry of a final order or judgment by the Court in connection with any disputes relating to these Bidding Procedures, the Auction, or the construction or enforcement of any agreement or any other document relating directly to the sale transaction, if it is determined that the Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the relevant parties.

B. Auction Procedures

The Auction shall be governed by the following procedures, subject to the Debtors' right to modify such procedures in their reasonable business judgment (in a manner consistent with their fiduciary duties and in consultation with the Consultation Parties):

1. Baseline Bids. Prior to the commencement of the Auction, the Debtors will determine, in their reasonable business judgment (and in consultation with the Consultation Parties and subject to the express consent of the DIP Agent) the highest and/or best Qualified Bid submitted for the Assets (such Qualified Bid, a "Baseline Bid"). Bidding at the Auction shall commence at the amount of the Baseline Bid. **No later than October 5, 2026 at 5:00 p.m. (prevailing Eastern Time)**, the Debtors will provide all Qualified Bidders with (a) a notice identifying all the Qualified Bidders and which Qualified Bid is the Baseline Bid; and (b) a copy of the Baseline Bid.

2. Minimum Overbid. Bidding shall commence at the Baseline Bid. The first overbid at the Auction shall be in an amount not less than the amount of the Baseline Bid plus the Minimum Overbid. In consultation with Consultation Parties, the Minimum Overbid amount will be determined based on the Qualified Bids received and the assets contemplated being sold (the

"Minimum Overbid"). At each round of bidding, Qualified Bidders may submit successive bids higher than the Leading Bid (as defined below) from the prior round. During the Auction, the Debtors may, in their reasonable discretion and in consultation with the Consultation Parties, announce increases or reductions to Minimum Overbids at any time; provided that any reduction of a Minimum Overbid shall be subject to the express consent of the DIP Agent. For the avoidance of doubt, a Credit Bid may be increased at the Auction on a dollar-for-dollar basis by additional credit bid amounts, and no credit bidder shall be required to include cash consideration in any overbid except as required by section 363(k) of the Bankruptcy Code or the DIP Order.

Except as specifically set forth herein, for the purpose of evaluating the value of the consideration provided by any bid subsequent to the Baseline Bid, the Debtors will, at each round of bidding, consider and/or give effect to (a) any Bid Protections payable to any Stalking Horse Bidder under the Stalking Horse Agreement; (b) any additional liabilities to be assumed by a Qualified Bidder under the bid, including whether such liabilities are secured or unsecured; and (c) any additional costs that may be imposed on the Debtors.

3. Leading Bid. After the first round of bidding and between each subsequent round of bidding, in consultation with the Consultation Parties, the Debtors will announce the bid that they believe, subject to the prior written consent of the DIP Agent (in its sole discretion), to be the highest or otherwise best offer for the Assets (such bid, a "Leading Bid") and describe the material terms thereof. Each round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a subsequent bid with full knowledge of the material terms of the Leading Bid.

The Auction will include open bidding in the presence of all other Qualified Bidders. Each Qualified Bidder shall have the right to be present for all rounds of bidding and to submit additional bids and make modifications to its Proposed Asset Purchase Agreement at the Auction to improve its bid. The Debtors may, in their reasonable business judgment, negotiate with any and all Qualified Bidders participating in the Auction.

The Debtors shall have the right to determine, in their reasonable business judgment after consultation with the Consultation Parties, subject to the prior written consent of the DIP Agent (in its sole discretion), which bid is the highest or otherwise best bid with respect to the Assets and, after consultation with the Consultation Parties, reject, at any time, without liability, any bid that the Debtors deem to be inadequate or insufficient, not in conformity with the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, these Bidding Procedures, any order of the Court, or the best interests of the Debtors and their estates.

C. Auction Results

1. Successful Bids. Immediately prior to the conclusion of the Auction, the Debtors will (a) determine, consistent with these Bidding Procedures and in consultation with the Consultation Parties, subject to the prior written consent of the DIP Agent (in its sole discretion), which Qualified Bid constitutes the highest or otherwise best bid (such bid, a "Successful Bid") and (b) notify all Qualified Bidders at the Auction of the identity of the bidder that submitted the Successful Bid (such bidder, a "Successful Bidder") and the amount of the purchase price and other material terms of the Successful Bid. Notwithstanding anything contained herein to the contrary and for the avoidance of doubt, selection of the Successful Bidder and approval of the ultimate sale transaction or transactions will require the prior written approval of the DIP Agent (in its sole discretion).

2. Backup Bids. Immediately prior to the conclusion of the Auction, the Debtors will (a) determine, in a manner consistent with these Bidding Procedures and in consultation with the Consultation Parties, subject to the prior written consent of the DIP Agent (in its sole discretion), which Qualified Bid, other than any Credit Bid, is the Backup Bid; and (b) notify all Qualified Bidders at the Auction of the identity of the Backup Bidder and the amount of the purchase price and other material terms of the Backup Bid.

   Except as may otherwise be provided in any Stalking Horse Agreement, a Backup Bid will remain binding on the applicable Backup Bidder until the later of (a) the first business day after the closing of the sale transaction with the Successful Bidder for the Assets and (b) 30 days after the Sale Hearing (such date, the "Backup Bid Expiration Date"). If the sale transaction with the Successful Bidder is terminated prior to the Backup Bid Expiration Date, the Backup Bidder shall be deemed the new Successful Bidder for the Assets and shall be obligated to consummate the Backup Bid as if it were the Successful Bid at the Auction; *provided* that the Debtors may, in their reasonable business judgment (after providing notice to the Sale Notice Parties and after consultation with the Consultation Parties, subject to the express consent of the DIP Agent) elect not to pursue the sale transaction contemplated by the Backup Bid.

3. Notice of Auction Results. Within one day after the conclusion of the Auction, the Debtors will file with the Court, serve on parties in interest, and cause to be published on the Epiq Website, a notice setting forth the results of the Auction (the "Notice of Auction Results"), which will (a) identify each Successful Bidder and the Backup Bidder; (b) include a copy of each Successful Bid and the Backup Bid or a summary of the material terms of such bids, or provide instructions for accessing each Successful Bid and the Backup Bid free of charge from the Epiq Website; and (c) set forth the Sale Objection Deadline (as defined in Section X.D

below), the date, time, and location of the Sale Hearing and any other relevant dates or other information necessary to reasonably apprise parties in interest of the outcome of the Auction.

D. Good Faith Deposit

1. Prospective Bidders. Within five business days after the Debtors make final determinations as to which Prospective Bidders qualify as Qualified Bidders, the Escrow Agent shall return to each Prospective Bidder that did not qualify as a Qualified Bidder, as confirmed by the Debtors, such Prospective Bidder's Good Faith Deposit. Upon the authorized return of a Prospective Bidder's Good Faith Deposit in accordance with this Section VII.D, the bid of such Prospective Bidder shall be deemed terminated and no longer binding against the Prospective Bidder.

2. Qualified Bidders.

   a. Forfeiture of Good Faith Deposit. The Good Faith Deposit of a Qualified Bidder shall be forfeited if the Qualified Bidder attempts to withdraw its Qualified Bid, except as may be permitted by these Bidding Procedures, during the time the Qualified Bid remains binding and irrevocable under these Bidding Procedures. The Debtors and their estates shall be entitled to retain the Qualified Bidder's Good Faith Deposit as partial compensation for the damages caused to the Debtors and their estates as a result of the Qualified Bidder's failure to adhere to the terms of these Bidding Procedures and/or the relevant Qualified Bid. If a Qualified Bidder's Good Faith Deposit is deemed forfeited, the Escrow Agent shall release such Good Faith Deposit by wire transfer of immediately available funds to an account designated by the Debtors within two business days after the Escrow Agent receives written notice by an authorized officer of the Debtors stating that the applicable Qualified Bidder has breached or otherwise failed to satisfy its obligations in accordance with these Bidding Procedures and the applicable Qualified Bid.

   b. Return of Good Faith Deposit. With the exception of the Good Faith Deposits of the Successful Bidder and the Backup Bidder, the Escrow Agent shall return to any other Qualified Bidder the Qualified Bidder's Good Faith Deposit, within 10 business days after the conclusion of the Auction for the Assets.

   c. Backup Bidder. Unless the Backup Bidder becomes the Successful Bidder, the Escrow Agent shall return the Backup Bidder's Good Faith Deposit, within 10 business days after the occurrence of the applicable Backup Bid Expiration Date; *provided, however*, if the Backup Bidder becomes the Successful Bidder, its Good Faith

Deposit shall be forfeited if it fails to consummate the sale transaction because of a breach that entitles the Debtors to terminate the applicable asset purchase agreement with such Backup Bidder, and the Debtors and their estates shall be entitled to retain the Backup Bidder's Good Faith Deposit as partial compensation for the damages caused to the Debtors and their estates as a result of such breach. If a Backup Bidder's Good Faith Deposit is deemed forfeited, the Escrow Agent shall release such Good Faith Deposit by wire transfer of immediately available funds to an account designated by the Debtors within two business days after the Escrow Agent receives written notice by an authorized officer of the Debtors stating that the applicable Backup Bidder has breached or otherwise failed to satisfy its obligations in accordance with these Bidding Procedures and the applicable Backup Bidder.

d. Successful Bidder. At the closing of the sale transaction, the Successful Bidder shall be entitled to a credit against the purchase price in the amount of the Successful Bidder's Good Faith Deposit. The Good Faith Deposit of a Successful Bidder shall be forfeited if the Successful Bidder fails to consummate the sale transaction because of a breach that entitles the Debtors to terminate the applicable asset purchase agreement with such Successful Bidder, and the Debtors and their estates shall be entitled to retain the Successful Bidder's Good Faith Deposit as partial compensation for the damages caused to the Debtors and their estates as a result of such breach. If a Successful Bidder's Good Faith Deposit is deemed forfeited, the Escrow Agent shall release such Good Faith Deposit by wire transfer of immediately available funds to an account designated by the Debtors within two business days after the Escrow Agent receives written notice by an authorized officer of the Debtors stating that the Successful Bidder has breached or otherwise failed to satisfy its obligations in accordance with these Bidding Procedures and the Successful Bid.

VIII. SALE HEARING

The Successful Bid (including any Backup Bid that is subsequently deemed a Successful Bid) will be subject to Court approval. The hearing to approve the sale transaction consummated in accordance with these Bidding Procedures (except in the case of the sale transaction contemplated by a Backup Bid that subsequently is deemed a Successful Bid) shall take place on **October 14, 2026, at 9:30 a.m. (prevailing Eastern Time)** (the "Sale Hearing") before the Honorable Craig T. Goldblatt, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 N. Market Street, Wilmington, Delaware 19801.

At the Sale Hearing, the Debtors will seek entry of an order (a "Sale Order") approving, among other things, the sale of the Assets to the Successful Bidder. If necessary, upon entry of

the Sale Order the Debtors will seek entry of a recognition order in the Debtors' Companies' Creditors Arrangement Act recognition proceeding by the Ontario Superior Court of Justice.

The Debtors may, in their reasonable business judgment (after consulting with the Consultation Parties and the Successful Bidder), and subject to the express consent of the DIP Agent, adjourn or reschedule the Sale Hearing with sufficient notice to the Sale Notice Parties, including by announcing such adjournment or rescheduling at the Auction or in Court on the date of the originally scheduled Sale Hearing.

The Debtors' presentation to the Court for approval of a selected Qualified Bid as a Successful Bid does not constitute the Debtors' acceptance of such bid. The Debtors will have accepted a Successful Bid only when such Successful Bid has been approved by the Court at the Sale Hearing.

IX. RESERVATION OF RIGHTS TO MODIFY BIDDING PROCEDURES

The Debtors reserve the right to, in their reasonable business judgment, after consultation with the Consultation Parties and in a manner consistent with their fiduciary duties and applicable law, (i) modify these Bidding Procedures, including to, among other things, extend or waive deadlines or other terms and conditions set forth herein; adopt new rules and procedures for conducting the bidding and Auction process so long as any such modifications are disclosed to all Prospective Bidders and Qualified Bidders, as applicable; or (ii) otherwise modify these Bidding Procedures to further promote competitive bidding for and maximizing the value of the Assets, in each case, to the extent not materially inconsistent with these Bidding Procedures or the Bidding Procedures Order; *provided*, that the Debtors shall not extend, waive, or modify, without the express consent of the DIP Agent and the Prepetition Agents (as applicable), any date or deadline set forth in Section II above, or modify these Bidding Procedures in any manner that is adverse to the DIP Credit Parties or the Prepetition Secured Creditors.

X. NOTICING

A. Bid Notice Parties

Qualified Bids must be submitted in writing to the following parties (collectively, the "Bid Notice Parties"):

- Counsel for the Debtors: Cole Schotz P.C., 500 Delaware Avenue Suite 600 Wilmington, DE 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com);
- the Debtors' investment banker: SSG Advisors, LLC, Attn: Neil Gupta (ngupta@ssgca.com); Teresa C. Kohl (tkohl@ssgca.com); J. Scott Victor (jsvictor@ssgca.com);
- counsel to the DIP Agent and the Prepetition ABL Agent: Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas

(athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com);

- co-counsel to the Prepetition Term Loan Secured Parties: Proskauer Rose LLP, Eleven Times Square, New York, New York 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com) and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Matthew B. McGuire (mcguire@lrclaw.com); and

- counsel to the official committee of unsecured creditors appointed in these Chapter 11 Cases (the "Creditors' Committee"): Kelley Drye & Warren LLP, 3 World Trade Center, 175 Greenwich Street, New York, New York 10007, Attn: Eric R. Wilson (ewilson@kelleydrye.com), Jason R. Adams (jadams@kelleydrye.com) and Maeghan J. McLoughlin (mmcloughlin@kelleydrye.com), and Raines Feldman Littrell LLP, 824 North Market Street, Suite 805, Wilmington, DE 19801, Attn: Matthew P. Milana (mmilana@raineslaw.com).

B. Sale Notice Parties

The "Sale Notice Parties" shall include the following persons and entities:

- the Consultation Parties (as applicable);

- counsel to any Stalking Horse Bidder;

- counsel to the Creditors' Committee;

- all persons and entities known by the Debtors to have asserted any lien, claim, interest, or encumbrance in the Assets (for whom identifying information and addresses are available to the Debtor);

- all relevant non-debtor parties (each, a "Counterparty") to any Contract that may be assumed or rejected in connection with the sale transaction, and their counsel (if known);

- all of the Debtors' known creditors (for whom identifying information and addresses are known to the Debtors);

- any governmental authority known to have a claim against the Debtors in these Chapter 11 Cases;

- the office of the U.S. Trustee;

- all applicable federal, state, and local taxing authorities, including the Internal Revenue Service;
- the United States Attorney's Office for the District of Delaware;
- United States Attorney General's Office for the District of Delaware;
- the Office of the Attorney General and the Secretary of State in each state in which the Debtors operate;
- the Antitrust Division of the United States Department of Justice;
- the Federal Trade Commission;
- the Information Officer appointed in the Recognition Proceedings;
- all of the parties entitled to notice pursuant to Bankruptcy Rule 2002; and
- all other parties as directed by the Court.

C. Sale Notice

Within two business days after the entry of the Bidding Procedures Order, the Debtors will file with the Court, serve on the Sale Notice Parties, and cause to be published on the Epiq Website a notice (the "Sale Notice") setting forth (A) a description of the Assets available for sale in accordance with these Bidding Procedures; (B) the date, time, and location of the Auction and Sale Hearing; (C) the Sale Objection Deadline (as defined in Section X.D below) and the procedures for filing such objections; and (D) if applicable, a summary of the material terms of any Stalking Horse Agreement, including the terms and conditions of any Bid Protections to be provided thereunder, as of the date of the Sale Notice.

D. Sale Objections

All objections to a sale of the Assets (each such objection, a "Sale Objection") shall, by no later than **October 12, 2026, at 4:00 p.m. (prevailing Eastern Time)** (the "Sale Objection Deadline"), be filed with the Court and served on the following parties (collectively, the "Objection Notice Parties"):

- Counsel for the Debtors: Cole Schotz P.C., 500 Delaware Avenue Suite 600 Wilmington, DE 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com);
- counsel to the DIP Agent and the Prepetition ABL Agent: Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com);

- co-counsel to the Prepetition Term Loan Secured Parties: Proskauer Rose LLP, Eleven Times Square, New York, New York 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com) and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Matthew B. McGuire (mcguire@lrclaw.com);

- counsel to the Creditors' Committee: Kelley Drye & Warren LLP, 3 World Trade Center, 175 Greenwich Street, New York, New York 10007, Attn: Eric R. Wilson (ewilson@kelleydrye.com), Jason R. Adams (jadams@kelleydrye.com) and Maeghan J. McLoughlin (mmcloughlin@kelleydrye.com), and Raines Feldman Littrell LLP, 824 North Market Street, Suite 805, Wilmington, DE 19801, Attn: Matthew P. Milana (mmilana@raineslaw.com);

- the Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Jane Leamy (jane.m.leamy@usdoj.gov);

- if applicable, counsel for any Stalking Horse Bidder or relevant Successful Bidder; and

- if applicable, counsel for any relevant Backup Bidder(s).

E. Notices Regarding Assumption and Assignment of Contracts

The Debtors will provide all notices regarding the proposed assumption and assignment of Contracts in accordance with the Assumption and Assignment Procedures set forth in the Bidding Procedures Order.

XI. CONSULTATION BY THE DEBTORS

Throughout the Sale process, the Debtors and their advisors will consult with the following parties (collectively, the "Consultation Parties"), as provided in these Bidding Procedures, or as is otherwise necessary or appropriate, as determined in the Debtors' business judgment: (i) the DIP Agent (ii) the Prepetition Term Loan Secured Parties and (iii) the Creditors' Committee.

The Debtors shall consult with the Consultation Parties in good faith regarding the sale process, any diligence and other information requested by the Consultation Parties, and the Debtors will provide to the Consultation Parties reports concerning the sale process, including parties contacted, buyer feedback, copies of all letters of intent, drafts of definitive agreements and updates on proposals. For the avoidance of doubt, the Debtors shall consult with the Consultation Parties on the selection of the Baseline Bid, how the Auction is conducted, any additional Auction procedures, adjourning the Auction, and selecting the Successful Bidder and the Backup Bidder.

Notwithstanding the foregoing, the Debtors will not consult with or provide copies of any bids or other confidential information to any Consultation Party or any insider or affiliate of the

Debtors if such party is an active bidder or Prospective Bidder for the Assets, including a Credit Bid or a Stalking Horse Bid, unless and until such party unequivocally revokes its Bid in writing and waives its right to continue in the bidding process. Upon any Consultation Party's claims (as applicable) being indefeasibly paid in full in cash, such Consultation Party shall immediately no longer be a Consultation Party under these Bidding Procedures and the Bidding Procedures Order. If a member of an official committee appointed in these Chapter 11 Cases submits a Qualified Bid for the Assets, the applicable committee will maintain its consultation rights as a Consultation Party, *provided* that such committee excludes the bidding committee member from any discussions or deliberations regarding a transaction involving the relevant Assets, and shall not provide any confidential information regarding the Assets or otherwise involving the Sale process to such bidding committee member.

For the avoidance of doubt, any consultation rights afforded to the Consultation Parties by these Bidding Procedures or the Bidding Procedures Order shall not in any way limit the Debtors' discretion and shall not include the right to veto any decision made by the Debtors in the exercise of their reasonable business judgment, provided that the Debtors may not modify any terms or conditions of the Bidding Procedures that require the express consent of the DIP Agent without the DIP Agent's prior written consent; provided that the DIP Agent shall not have consent or consultation rights if it submits a Bid, including a Credit Bid, for the Assets, unless and until such party unequivocally revokes its Bid in writing and waives its right to continue in the bidding process .

Exhibit 2

Sale Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (CTG)
Debtors.[1]	(Jointly Administered)

NOTICE OF SALE, BIDDING PROCEDURES, AUCTION, SALE HEARING AND OTHER DEADLINES RELATED THERETO

PLEASE TAKE NOTICE OF THE FOLLOWING:

On August 18, 2026, the above-captioned debtors and debtors in possession (the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") filed with the United States Bankruptcy Court for the District of Delaware (the "Court") a motion [Docket No. ●] (the "Motion") seeking entry of (a) an order (the "Bidding Procedures Order") (i) approving bidding procedures (the "Bidding Procedures")[2] to be used in connection with the sale (each, a "Sale") of all, substantially all, or a portion of the Debtors' assets (the "Assets"); (ii) authorizing the Debtors to designate a Stalking Horse Bidder and provide Bid Protections in accordance with the Stalking Horse Designation Procedures; (iii) scheduling (A) an auction of the Assets (the "Auction") on and (B) a final hearing to consider approval of the proposed Sale (the "Sale Hearing"); (iv) approving the form and manner of notice of the Bidding Procedures, the Auction and the Sale Hearing; (v) approving procedures for the assumption and assignment of executory contracts and unexpired leases (collectively, the "Contracts") in connection with the Sale; (vi) approving the form and manner of notice to each relevant non-debtor counterparty to a Contract of the Debtors' calculation of the amount necessary to cure any defaults under an applicable Contract and certain other information regarding the potential assumption and assignment of Contracts in connection with a Sale; and (vii) granting related relief; and (b) an order (the "Sale Order") (i) authorizing the

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors, LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Motion or the Bidding Procedures, as applicable. Any summary of the Bidding Procedures or the Bidding Procedures Order (or any provision thereof) contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any inconsistency between any summary in this Sale Notice and the terms and conditions of either of the Bidding Procedures or the Bidding Procedures Order, the actual terms and conditions in those documents shall control.

sale of the Assets free and clear of all liens, claims, interests and encumbrances, except certain permitted encumbrances as determined by the Debtors and any Successful Bidder (as defined in Section VII.C.1 of the Bidding Procedures), with, subject to paragraph [●] (the challenge period) of the DIP Order, the DIP Liens, Adequate Protection Liens, Prepetition Liens and Permitted Prior Liens (if any) to attach to the proceeds of the Sale; (ii) authorizing the assumption and assignment of certain Contracts in connection with approved Sale; and (iii) granting related relief.

On [●], 2026, the Court entered the Bidding Procedures Order [Docket No. [●]].

On [●], 2026, the Ontario Superior Court of Justice (Commercial List), granted an order (the "Bidding Procedures Recognition Order") recognizing and enforcing the Bidding Procedures Order in Canada.

ASSETS FOR SALE

The Debtors intend to sell all, substantially all, or a portion of their Assets.

A Prospective Bidder (as defined in Section III of the Bidding Procedures) may bid on the Assets, subject to the conditions set forth herein.

The ability to undertake and consummate a sale of the Assets shall be subject to competitive bidding, as set forth herein, and approval by the Court. In addition to any Stalking Horse Bid (as defined in the Motion), and as set forth herein, the Debtors will consider bids for the Assets from other parties.

Any party interested in submitting a bid for any of the Debtors' Assets should contact the Debtors' investment banker:

SSG Advisors, LLC
Neil Gupta (ngupta@ssgca.com)
Teresa C. Kohl (tkohl@ssgca.com)
J. Scott Victor (jsvictor@ssgca.com)

KEY DATES AND DEADLINES

A. Bid Deadline

Any Prospective Bidder that intends to participate in the Auction must submit in writing to the Bid Notice Parties a Qualified Bid (as defined in Section VI.A of the Bidding Procedures) **on or before October 2, 2026, at 4:00 p.m. (prevailing Eastern Time)** (the "Bid Deadline").

The Qualified Bid requirements are set forth in Sections VI.A of the Bidding Procedures.

B. Auction

If the Debtors receive more than one Qualified Bid (including a combination of bids that, when considered together, constitute a Qualified Bid) for the Assets, the Debtors will conduct an Auction for the Assets. If any Stalking Horse Bid is the only Qualified Bid received in respect of

the Assets subject to such Stalking Horse Bid, the Debtors will not conduct an Auction for such applicable Assets and will seek approval of such Stalking Horse Bid at the Sale Hearing.

The Auction, if required, will be conducted on **October 6, 2026, at 10:00 a.m. (prevailing Eastern Time)**, either (i) at the offices of Cole Schotz P.C., 500 Delaware Avenue Suite 600 Wilmington, DE 19801, or (ii) virtually or at such other date, time or location as designated by the Debtors. If the Debtors conduct the Auction virtually, the Debtors will provide instructions setting forth how to attend the Auction to the participants and other attendees via electronic mail. The Debtors will provide notice (via electronic mail or otherwise) of any change in the date, time or location of the Auction to Qualified Bidders, and will cause publication of such change to occur on the website maintained by Epiq Corporate Restructuring, LLC, the Debtors' claims and noticing agent in these Chapter 11 Cases, located at https://dm.epiq11.com/BFGSupply (the "Epiq Website").

One day after the conclusion of the Auction, the Debtors will file with the Court, serve on parties in interest and cause to be published on the Epiq Website, a notice of the results of the Auction, which will, among other things, (A) identify the Successful Bidder and Backup Bidder(s); (B) either include a copy of the Successful Bid and the Backup Bid or a summary of the material terms of such bids, including any assumption and assignment of Contracts contemplated thereby, or provide instructions for accessing the Successful Bid and the Backup Bid free of charge from the Epiq Website; and (C) set forth the date, time, and location of the Sale Hearing and any other relevant dates or other information necessary to reasonably apprise the Sale Notice Parties of the outcome of the Auction.

If the Debtors determine not to hold an Auction for some or all of the Assets, the Debtors shall file with the Court, serve on parties in interest, and cause to be published on the Epiq Website within one day of making the determination, a notice containing the following information (as applicable): (a) a statement that the Auction for the relevant Assets has been canceled; (b) the identity of the Successful Bidder; (c) either include a copy of the Successful Bid or a summary of the material terms of such bid, including any assumption and assignment of Contracts contemplated thereby, or provide instructions for accessing the Successful Bid free of charge from the Epiq Website; and (d) the date, time, and location of the Sale Hearing.

C. Objection Deadlines

1. Sale Objection Deadline. Except objections to the conduct of the Auction, the Successful Bidder or the Backup Bidder (other than the identity of any Stalking Horse Bidder), all objections to a sale of the Assets, including (a) any objection to a sale of the Assets free and clear of all liens, claims, interests and encumbrances pursuant to section 363(f) of the Bankruptcy Code and (b) entry of any Sale Order must be (i) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; and (ii) filed with the Court by **no later than October 12, 2026, at 4:00 p.m. (prevailing Eastern Time)** and served on the following parties (collectively, the "Objection Notice Parties").

- Counsel for the Debtors: Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, DE 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com);

- counsel to the DIP Agent and the Prepetition ABL Agent: Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com);

- co-counsel to the Prepetition Term Loan Secured Parties: Proskauer Rose LLP, Eleven Times Square, New York, New York 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com) and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Matthew B. McGuire (mcguire@lrclaw.com);

- counsel for the Creditors' Committee: Kelley Drye & Warren LLP, 3 World Trade Center, 175 Greenwich Street, New York, New York 10007, Attn: Eric R. Wilson (ewilson@kelleydrye.com), Jason R. Adams (jadams@kelleydrye.com) and Maeghan J. McLoughlin (mmcloughlin@kelleydrye.com), and Raines Feldman Littrell LLP, 824 North Market Street, Suite 805, Wilmington, DE 19801, Attn: Matthew P. Milana (mmilana@raineslaw.com);

- Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Jane Leamy (jane.m.leamy@usdoj.gov);

- if applicable, counsel for any Stalking Horse Bidder or relevant Successful Bidder; and

- if applicable, counsel for any relevant Backup Bidder(s).

D. Sale Hearing

The Sale Hearing shall take place on **October 14, 2026, at 9:30 a.m. (prevailing Eastern Time)** before The Honorable Craig T. Goldblatt, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 N. Market Street, Wilmington, Delaware 19801.

RESERVATION OF RIGHTS TO MODIFY BIDDING PROCEDURES

The Debtors reserve the right to, in their reasonable business judgment and after consultation with the Consultation Parties in a manner consistent with their fiduciary duties and

applicable law, modify the Bidding Procedures, including to, among other things, extend or waive deadlines or other terms and conditions set forth therein; adopt new rules and procedures for conducting the bidding and Auction process so long as any such modifications are disclosed to all Prospective Bidders and Qualified Bidders, as applicable; or otherwise modify these Bidding Procedures to further promote competitive bidding for and maximizing the value of the Assets, in each case, to the extent not materially inconsistent with the Bidding Procedures or the Bidding Procedures Order.

ADDITIONAL INFORMATION

Copies of the Motion, the Bidding Procedures Order and the Bidding Procedures may be obtained free of charge by visiting the Epiq Website located at https://dm.epiq11.com/BFGSupply.

FAILURE TO ABIDE BY THE BIDDING PROCEDURES, THE BIDDING PROCEDURES ORDER OR ANY OTHER APPLICABLE ORDER OF THE COURT ENTERED IN THE CHAPTER 11 CASES MAY RESULT IN THE REJECTION OF YOUR BID AND YOUR DISQUALIFICATION FROM PARTICIPATING IN THE BIDDING FOR AND AUCTION OF ANY OF THE DEBTORS' ASSETS.

THE FAILURE OF ANY PERSON OR ENTITY TO FILE AND SERVE AN OBJECTION IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER, INCLUDING THE FAILURE TO FILE ANY SUCH OBJECTION BY THE APPLICABLE OBJECTION DEADLINE, SHALL FOREVER BAR SUCH PERSON OR ENTITY FROM ASSERTING, AT THE SALE HEARING OR THEREAFTER, ANY SUCH OBJECTION TO THE RELIEF REQUESTED IN THE MOTION, THE CONSUMMATION OF ANY APPLICABLE SALE, INCLUDING THE SALE OF ANY ASSETS TO A SUCCESSFUL BIDDER FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES PURSUANT TO SECTION 363(f) OF THE BANKRUPTCY CODE OR THE TERMS OF ANY STALKING HORSE AGREEMENT OR OTHER ASSET PURCHASE AGREEMENT EXECUTED BY THE DEBTORS.

[*Remainder of Page Intentionally Left Blank*]

Dated: [●], 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ DRAFT

Justin R. Alberto (No. 5126)
Stacy L. Newman (No. 5044)
Carol E. Thompson (No. 6936)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
Email: jalberto@coleschotz.com
snewman@coleschotz.com
cthompson@coleschotz.com

Seth Van Aalten (admitted *pro hac vice*)
Sarah A. Carnes (admitted *pro hac vice*)
Michael A. Solimani (admitted *pro hac vice*)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
Email: svanaalten@coleschotz.com
scarnes@coleschotz.com
msolimani@coleschotz.com

Proposed Counsel for Debtors
and Debtors in Possession

Exhibit 3

Stalking Horse Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (CTG)
Debtors.[1]	(Jointly Administered)

NOTICE OF DESIGNATION OF STALKING HORSE BIDDER

PLEASE TAKE NOTICE OF THE FOLLOWING:

On August 18, 2026, the United States Bankruptcy Court for the District of Delaware (the "Court") entered the *Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (II) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief* [Docket No. ●] (the "Bidding Procedures Order"),[2] by which which the Court approved procedures setting forth the process by which the Debtors are authorized to conduct a marketing and auction process for the sale or sales of the Debtors' Assets.

PLEASE TAKE FURTHER NOTICE that, the Bidding Procedures Order permitted to Debtors to offer one or more Bid Protections to any Stalking Horse Bidder, including break-up fees and/or reimbursement of expenses, if any, for documented, actual, and necessary expenses incurred by any Stalking Horse Bidder *provided*, that any break-up fee shall not exceed 3%.

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

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[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors, LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

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

PLEASE TAKE FURTHER NOTICE that, consistent with the Bidding Procedures Order, the Stalking Horse Agreement provides for the following Bid Protections, including a break-up fee not to exceed 3%: [●].

[PLEASE TAKE FURTHER NOTICE that, the Debtors hereby disclose that the Stalking Horse Bidder has the following connections to the Debtors, other than those arising from the Stalking Horse Bid: [●].]

PLEASE TAKE FURTHER NOTICE that, any objection to the designation of the Stalking Horse Bidder or to the terms of the Bid Protections set forth herein and in the Stalking Horse Agreement shall be (i) filed **no later than five days after the filing of this Stalking Horse Notice** and (ii) (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (c) state, with specificity, the legal and factual bases thereof and (d) be filed with the Court and served on the Objection Notice Parties. If a timely Stalking Horse Objection is filed, the Debtors are authorized to seek an expedited hearing with respect to the Stalking Horse Objection on not less than three calendar days' notice.

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

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

PLEASE TAKE FURTHER NOTICE that, copies of all documents filed in these chapter 11 cases are available (i) free of charge at the website of Debtors' claims and noticing agent, Epiq Corporate Restructuring, LLC, https://dm.epiq11.com/bfgsupply or (ii) downloaded for a fee from the Court's website, www.deb.uscourts.gov. To access documents on the Court's website, you will need a PACER password and login which can be obtained at www.pacer.psc.uscourts.gov.

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Dated: [●], 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ DRAFT

Justin R. Alberto (No. 5126)
Stacy L. Newman (No. 5044)
Carol E. Thompson (No. 6936)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
Email: jalberto@coleschotz.com
snewman@coleschotz.com
cthompson@coleschotz.com

Seth Van Aalten (admitted *pro hac vice*)
Sarah A. Carnes (admitted *pro hac vice*)
Michael A. Solimani (admitted *pro hac vice*)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
Email: svanaalten@coleschotz.com
scarnes@coleschotz.com
msolimani@coleschotz.com

Proposed Counsel for Debtors
and Debtors in Possession

Schedule 1

Stalking Horse Agreement

Exhibit 4

Assumption and Assignment Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (CTG)
Debtors.[1]	(Jointly Administered)

NOTICE OF CURE COSTS AND POTENTIAL ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH SALE OF SUBSTANTIALLY ALL ASSETS

PLEASE TAKE NOTICE OF THE FOLLOWING:

On August 18, 2026, the above-captioned debtors and debtors in possession (the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") filed with the United States Bankruptcy Court for the District of Delaware (the "Court") a motion [Docket No. ●] (the "Motion") seeking entry of (a) an order (the "Bidding Procedures Order") (i) approving bidding procedures (the "Bidding Procedures")[2] to be used in connection with a sale (the "Sale") of all, substantially all, or a portion of the Debtors' assets (the "Assets"); (ii) authorizing the Debtors to designate a Stalking Horse Bidder and provide Bid Protections in accordance with the Stalking Horse Designation Procedures; (iii) scheduling (A) an auction of the Assets (the "Auction"), and (B) a final hearing to consider approval of the proposed Sale (the "Sale Hearing"); (iv) approving the form and manner of notice of the Bidding Procedures, the Auction and the Sale Hearing; (v) approving procedures for the assumption and assignment of executory contracts and unexpired leases (collectively, the "Contracts") in connection with any Sale; (vi) approving the form and manner of notice to each relevant non-debtor counterparty to a Contract of the Debtors' calculation of the amount necessary to cure any defaults under an applicable Contract (the "Cure Cost") and certain other information regarding the potential assumption and assignment of Contracts in connection with the Sale; and (vii) granting related relief; and (b) an order (the "Sale Order")

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors, LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Motion or the Bidding Procedures, as applicable. Any summary of the Bidding Procedures or the Bidding Procedures Order (or any provision thereof) contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any inconsistency between any summary in this Assumption and Assignment Notice and the terms and conditions of either of the Bidding Procedures or the Bidding Procedures Order, the actual terms and conditions in those documents shall control.

(i) authorizing the sale of the Assets free and clear of all liens, claims, interests and encumbrances, except certain permitted encumbrances as determined by the Debtors and any Successful Bidder (as defined in the Bidding Procedures), with, subject to paragraph [●] (the challenge period) of the DIP Order, the DIP Liens, Adequate Protection Liens, Prepetition Liens and Permitted Prior Liens (if any) to attach to the proceeds of the Sale; (ii) authorizing the assumption and assignment of certain Contracts in connection with the approved Sale; and (iii) granting related relief.

On [●], 2026, the Court entered the Bidding Procedures Order [Docket No. [●]].

On [●], 2026, the Ontario Superior Court of Justice (Commercial List), granted an order (the "Bidding Procedures Recognition Order") recognizing and enforcing the Bidding Procedures Order in Canada.

You are receiving this Notice because you may be a Counterparty to a Contract of the Debtors that may be assumed and assigned to the Successful Bidder for the Debtors' Assets.

CURE COSTS

In accordance with the Assumption and Assignment Procedures and the Bidding Procedures Order, the Debtors may, in connection with the Sale with the Successful Bidder at the Auction, seek to assume and assign to the Successful Bidder certain of their Contracts. Each of the Contracts that potentially could be assumed and assigned in connection with the Sale, together with the Debtors' calculation of Cure Costs with respect to such Contracts, is set forth on **Schedule 1** hereto. The inclusion of any Contract on **Schedule 1** does not constitute an admission by the Debtors, any Stalking Horse Bidder, any Successful Bidder, or any other party that such Contract is an executory contract or an unexpired lease within the meaning of the Bankruptcy Code or require or guarantee that such Contract ultimately will be assumed or assigned. All rights of the Debtors with respect thereto are reserved.

In addition, to the extent that any of the Cure Costs set forth on **Schedule 1** do not reflect (i) postpetition payments that have been made by the Debtors in respect of applicable Cure Costs or (ii) any payments that are made by the Debtors in respect of such Cure Costs after the filing of this Notice, the respective amounts required to be paid to cure any existing defaults under the applicable Contracts shall be reduced by any such corresponding postpetition payments, and the Debtors reserve their right to update the Cure Costs set forth on **Schedule 1** accordingly, either by filing a supplemental notice with the Court or by written notice to the applicable Counterparty.

CURE OBJECTIONS

A. Cure Objection Deadline

Any Counterparty that wishes to object to the Debtors' proposed Cure Costs or to any Stalking Horse Bidder's proposed form of adequate assurance of future performance (each such objection, a "Cure Objection") must file with the Court by **no 4:00 p.m. (prevailing Eastern Time) on the date that is 14 days after service of this Assumption and Assignment Notice** and serve its Cure Objection, which must be in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof, on the following parties (collectively the "Objection Notice Parties"):

- Counsel for the Debtors: Cole Schotz P.C., 500 Delaware Avenue Suite 600 Wilmington, DE 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com);

- counsel to the DIP Agent and the Prepetition ABL Agent: Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com);

- co-counsel to the Prepetition Term Loan Secured Parties: Proskauer Rose LLP, Eleven Times Square, New York, New York 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com) and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Matthew B. McGuire (mcguire@lrclaw.com);

- counsel for the Creditors' Committee: Kelley Drye & Warren LLP, 3 World Trade Center, 175 Greenwich Street, New York, New York 10007, Attn: Eric R. Wilson (ewilson@kelleydrye.com), Jason R. Adams (jadams@kelleydrye.com) and Maeghan J. McLoughlin (mmcloughlin@kelleydrye.com), and Raines Feldman Littrell LLP, 824 North Market Street, Suite 805, Wilmington, DE 19801, Attn: Matthew P. Milana (mmilana@raineslaw.com);

- the Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Jane Leamy (jane.m.leamy@usdoj.gov);

- if applicable, counsel for any Stalking Horse Bidder or relevant Successful Bidder; and

- if applicable, counsel for any relevant Backup Bidder(s).

B. Resolution of Cure Objections

Pursuant to the Bidding Procedures Order, the Debtors, any Stalking Horse Bidder or Successful Bidder (if applicable) and the objecting Counterparty must first confer in good faith to attempt to resolve the Cure Objection without Court intervention. If the parties are unable to consensually resolve the Cure Objection prior to the commencement of the Sale Hearing, the Court shall make all necessary determinations relating to the applicable Cure Costs and Cure Objection at a hearing scheduled pursuant to the following paragraph. If a Cure Objection is resolved in a manner that is not reasonably acceptable to the Debtors or the Successful Bidder, whether or not such resolution occurs prior to or after the closing of the Sale, the Debtors and the Successful Bidder may determine that any Contract subject to such resolved Cure Objection no longer will be assumed and assigned.

C. Adjourned Cure Objections

If a timely filed Cure Objection cannot otherwise be resolved by the parties, the Cure Objection may be heard at the Sale Hearing, at the next regularly scheduled omnibus hearing in these Cases, or such later date as may be agreed upon by the parties or fixed by the Court (each such Cure Objection, an "Adjourned Cure Objection"). Upon resolution of an Adjourned Cure Objection and the payment of the applicable cure amount, if any, the applicable Contract that was the subject of such Adjourned Cure Objection shall, at the election of the Successful Bidder, and subject to the Debtors' rights set forth in the Bidding Procedures Order, be deemed assumed and assigned to the Successful Bidder as of the closing date of the Sale.

IF A COUNTERPARTY FAILS TO FILE WITH THE COURT AND SERVE ON THE OBJECTION NOTICE PARTIES A TIMELY CURE OBJECTION, THE COUNTERPARTY FOREVER SHALL BE BARRED FROM ASSERTING ANY OBJECTION WITH REGARD TO THE COST TO CURE ANY DEFAULTS UNDER THE APPLICABLE CONTRACT, AND THE CURE COSTS SET FORTH ON SCHEDULE 1 HERETO SHALL BE CONTROLLING AND WILL BE THE ONLY AMOUNT NECESSARY TO CURE OUTSTANDING DEFAULTS UNDER THE CONTRACT AND SATISFY THE REQUIREMENTS OF SECTION 365(b) OF THE BANKRUPTCY CODE, AND THE COUNTERPARTY TO THE CONTRACT SHALL BE DEEMED BOUND BY AND TO HAVE CONSENTED TO THE CURE COSTS.

NOTICE OF AUCTION RESULTS

The Auction, if required, will be conducted **on October 6, 2026, at 10:00 a.m. (prevailing Eastern Time)**, either (i) at the offices of Cole Schotz P.C., 500 Delaware Avenue Suite 600 Wilmington, DE 19801 or (ii) virtually or at such other date, time or location as designated by the Debtors. If the Debtors conduct the Auction virtually, the Debtors will provide instructions setting forth how to attend the Auction to the participants and other attendees via electronic mail. The Debtors will provide notice (via electronic mail or otherwise) of any change in the date, time or location of the Auction to Qualified Bidders, and will cause publication of such change to occur on the Epiq Website.

One day after the conclusion of the Auction, the Debtors will file with the Court, serve on parties in interest and cause to be published on the website maintained by Epiq Corporate Restructuring, LLC, the Debtors' claims and noticing agent in these Chapter 11 Cases, located at https://dm.epiq11.com/BFGSupply (the "Epiq Website"), a notice of the results of the Auction, which will, among other things, (A) identify the Successful Bidder(s) and Backup Bidder(s); (B) either include a copy of each Successful Bid and each Backup Bid or a summary of the material terms of such bids, or provide instructions for accessing each Successful Bid and each Backup Bid free of charge from the Epiq Website; and (C) set forth the date, time, and location of the Sale Hearing and any other relevant dates or other information necessary to reasonably apprise the Sale Notice Parties of the outcome of the Auction.

ADEQUATE ASSURANCE OBJECTIONS

A. Adequate Assurance Objection Deadline

Any Counterparty to a Contract that wishes to object to the proposed assumption and assignment of a Contract, the subject of which objection is the Successful Bidder's (other than any Stalking Horse Bidder's) or any other relevant assignee's proposed form of adequate assurance of future performance with respect to the Contract (each such objection, an "Adequate Assurance Objection"), must file with the Court and serve on the Objection Notice Parties an Adequate Assurance Objection, which must state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof, by **October 12, 2026, at 4:00 p.m. (prevailing Eastern Time)**.

B. Resolution of Adequate Assurance Objections

Pursuant to the Bidding Procedures Order, the Debtors, the Successful Bidder and the objecting Counterparty must first confer in good faith to attempt to resolve the Adequate Assurance Objection without Court intervention. If the parties are unable to consensually resolve the Adequate Assurance Objection prior to the commencement of the Sale Hearing, the Adequate Assurance Objection and all issues of adequate assurance of future performance of the Successful Bidder (or any other relevant assignee) shall be determined by the Court at the Sale Hearing, at the next regularly scheduled omnibus hearing in these Cases, or such later date as may be agreed upon by the parties or fixed by the Court.

IF A COUNTERPARTY FAILS TO FILE WITH THE COURT AND SERVE ON THE OBJECTION NOTICE PARTIES A TIMELY ADEQUATE ASSURANCE OBJECTION, THE COUNTERPARTY FOREVER SHALL BE BARRED FROM ASSERTING ANY OBJECTION TO THE ASSUMPTION AND/OR ASSIGNMENT OF THE APPLICABLE CONTRACT WITH REGARD TO ADEQUATE ASSURANCE OF FUTURE PERFORMANCE. THE APPLICABLE SUCCESSFUL BIDDER SHALL BE DEEMED TO HAVE PROVIDED ADEQUATE ASSURANCE OF FUTURE PERFORMANCE WITH RESPECT TO THE CONTRACT IN ACCORDANCE WITH BANKRUPTCY CODE SECTIONS 365(b)(1)(C), 365(f)(2)(B) AND, IF APPLICABLE, 365(b)(3), NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OR ANY OTHER DOCUMENT.

SALE HEARING

The Sale Hearing shall take place on **October 14, 2026, at 9:30 a.m.** (prevailing Eastern Time) before The Honorable Craig T. Goldblatt, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 N. Market Street, Wilmington, Delaware 19801.

ADDITIONAL INFORMATION

Copies of the Motion, the Bidding Procedures Order and the Bidding Procedures may be obtained free of charge by visiting the Epiq Website.

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Dated: [●], 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ DRAFT

Justin R. Alberto (No. 5126)
Stacy L. Newman (No. 5044)
Carol E. Thompson (No. 6936)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
Email: jalberto@coleschotz.com
snewman@coleschotz.com
cthompson@coleschotz.com

Seth Van Aalten (admitted *pro hac vice*)
Sarah A. Carnes (admitted *pro hac vice*)
Michael A. Solimani (admitted *pro hac vice*)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
Email: svanaalten@coleschotz.com
scarnes@coleschotz.com
msolimani@coleschotz.com

Proposed Counsel for Debtors
and Debtors in Possession

Schedule 1

Exhibit B

Blackline

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11284 (~~—~~CTG) (Jointly ~~Administration Requested~~Administered)

ORDER (I) APPROVING BIDDING PROCEDURES FOR THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS, (II) AUTHORIZING THE DEBTORS TO DESIGNATE A STALKING HORSE BIDDER AND TO PROVIDE BID PROTECTIONS, (III) SCHEDULING AN AUCTION AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF, (IV) APPROVING ASSUMPTION AND ASSIGNMENT PROCEDURES, (V) SCHEDULING A SALE HEARING AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF, AND (VI) GRANTING RELATED RELIEF

Upon consideration of the *Debtors' Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially all of the Debtors' Assets, (B) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Approving the Assumption and*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors, LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Related Relief [Docket No. 14] (the "Motion")[2] filed by the debtors and debtors-in-possession (the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"); and the Court having reviewed the Motion, the First Day Declaration [Docket No. 16], and the Gupta Declaration [Docket No. 15]; and the Court having considered the statements of counsel and the evidence adduced with respect to the Motion at a hearing before the Court to consider certain of the relief requested in the Motion (the "Bidding Procedures Hearing"); and after due deliberation, this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, and their creditors, and the Debtors having demonstrated good, sufficient, and sound business justifications for the relief granted herein;

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012 (Sleet, C.J.). This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). The predicates for the relief granted herein are sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

B. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

---

[2] Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Motion, the Bidding Procedures, or the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65] (the "Interim DIP Order"), as applicable.

C. Notice of the Motion, the Bidding Procedures Hearing, and the proposed entry of this Bidding Procedures Order was sufficient under the circumstances of the Chapter 11 Cases, and such notice complied with all applicable requirements of the Bankruptcy Code, Bankruptcy Rules, and the Local Rules. Accordingly, no other or further notice of the Motion, the Bidding Procedures Hearing, or this Bidding Procedures Order need be provided.

D. The bidding procedures, substantially in the form attached hereto as **Exhibit 1** (the "Bidding Procedures") and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are fair, reasonable, and appropriate and are designed to maximize the value of the proceeds of the sale of all, substantially all, or a portion of the Debtors' assets (the "Assets").

E. The Bidding Procedures comply with the requirements of Rule 6004-1(c) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules").

F. The procedures set forth herein regarding the Debtors' assumption and assignment of executory contracts and unexpired leases (collectively, the "Contracts") in connection with a sale of the Assets (the "Assumption and Assignment Procedures") are fair, reasonable, and appropriate and comply with the provisions of section 365 of the Bankruptcy Code and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

G. The Debtors have articulated good and sufficient business reasons for the Court to approve the relief requested in the Motion, including, without limitation, (i) the Bidding Procedures (including the Stalking Horse Designation Procedures); (ii) the form and manner of notice of the Bidding Procedures, the auction of the Assets (the "Auction"), and the final hearing to consider approval of a sale of the Assets (the "Sale Hearing"), substantially in the form attached

hereto as **Exhibit 2** (the "Sale Notice"); (iii) the form and manner of notice of designation of a Stalking Horse Bidder attached hereto as **Exhibit 3** (the "Stalking Horse Notice"); (iv) the form and manner of notice to each relevant non-debtor counterparty to a Contract (each, a "Counterparty") of (a) the Debtors' calculation of the amount necessary to cure any defaults under an applicable Contract (the "Cure Costs") and (b) certain other information regarding the potential assumption and assignment of Contracts in connection with the sale of the Assets, substantially in the form attached hereto as **Exhibit 34** (the "Assumption and Assignment Notice"); and (~~iv~~v) the Assumption and Assignment Procedures. Such good and sufficient business reasons, which were set forth in the Motion and on the record at the Bidding Procedures Hearing, including the First Day Declaration and the Gupta Declaration are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

H. The Bidding Procedures are reasonably designed to promote active bidding at and participation in the Auction to ensure that the highest or otherwise best value is generated for the Assets.

I. If the Debtors designate a Stalking Horse Bidder, the Debtors shall file a Stalking Horse Notice in accordance with the Stalking Horse Designation Procedures. Any objection to (i) the Bid Protections set forth in a Stalking Horse Notice or (ii) the designation of the Stalking Horse (a "Stalking Horse Objection"), shall be filed ~~the later of (i) the deadline to object to the Bidding Procedures Motion and (ii) three business~~within five days after the Stalking Horse Notice is filed. If a timely Stalking Horse Objection is filed, the Debtors are authorized to seek an expedited hearing with respect to the Stalking Horse Objection on not less than three ~~(3)~~ calendar days' notice. Absent any timely Stalking Horse Objection, the Court may enter an order approving the

Bid Protections set forth in the Stalking Horse Notice and the designation of the Stalking Horse. (the "Stalking Horse Order"). For the avoidance of doubt, entry of the Stalking Horse Order shall not constitute approval of the sale of the Debtors' Assets to the Stalking Horse Bidder and all parties' right to object to approval of the sale to the Stalking Horse Bidder are preserved.

J. Good and sufficient notice of the relief sought in the Motion has been provided under the circumstances, and no other or further notice is required except as set forth in the Bidding Procedures and the Assumption and Assignment Procedures. A reasonable opportunity to object and be heard regarding the relief granted herein has been afforded to all parties-in-interest.

K. The Sale Notice and the Assumption and Assignment Notice are appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Auction, the Sale Hearing, the Bidding Procedures, the Assumption and Assignment Procedures, the Debtors' proposed Cure Costs, any proposed assumption of a Contract in connection with a sale of the Assets, and all relevant and important dates and deadlines with respect to the foregoing, and no other or further notice of the Auction, the sale of the Assets, or the assumption and assignment of Contracts in connection therewith shall be required.

L. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.

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

A. The Timeline for the Sale

3. The Debtors are authorized to proceed with the sale transaction in accordance with the Bidding Procedures and are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance with the following timeline:

DEADLINE	EVENT
Two business days after the entry of the Bidding Procedures Order	Deadline for Debtors to file and serve Sale Notice
Two business days after the entry of the Bidding Procedures Order	Deadline for Debtors to file and serve Assumption and Assignment Notice
~~**September 25, 2026, at**~~ **4:00 p.m. (prevailing Eastern Time) on the date that is 14 days after service of the Assumption and Assignment Notice**	Cure Objection Deadline
September 28, 2026, at 4:00 p.m. (prevailing Eastern Time)	Deadline for Debtors to designate a Stalking Horse Bidder
October ~~1~~2, 2026, at 4:00 p.m. (prevailing Eastern Time)	~~Sale Objection~~Bid Deadline
~~**October 2, 2026, at 4:00 p.m. (prevailing Eastern Time)**~~**Five days after the Stalking Horse Notice is filed**	~~Bid~~Stalking Horse Objection Deadline
October 6, 2026, at 10:00 a.m. (prevailing Eastern Time)	Auction
One ~~business~~ day after the conclusion of the Auction	Deadline for Debtors to file and serve Notice of Auction Results

DEADLINE	EVENT
October 12, 2026, at 4:00 p.m. (prevailing Eastern Time)	~~Supplemental~~ Sale Objection Deadline and Adequate Assurance Objection Deadline
October 13, 2026, at 4:00 p.m. (prevailing Eastern Time)	Debtors' Deadline to Reply to Sale Objections ~~and Supplemental Sale Objections~~
October 14, 2026, ~~subject to the availability of the Court~~at 49:0030 pa.m. (prevailing Eastern Time)	Sale Hearing
October 21, 2026	Deadline for entry of a recognition order in the recognition proceedings commenced before the Ontario Superior Court of Justice (Commercial List) (the "Recognition Proceedings") (if necessary)
October 22, 2026	Deadline to consummate approved Sale

B. The Bidding Procedures

4. The Bidding Procedures attached hereto as **Exhibit 1** are hereby approved in their entirety and are incorporated by reference as if fully set forth herein. The Bidding Procedures shall govern the selection of any Stalking Horse Bidder, bids and proceedings related to the Auction and the sale of the Assets. The failure to specifically include or reference a particular provision of the Bidding Procedures in this Bidding Procedures Order shall not diminish or impair the effectiveness of such provision.

5. Subject to this Bidding Procedures Order and the Bidding Procedures, the Debtors, in the exercise of their reasonable business judgment and in a manner consistent with their fiduciary duties and applicable law, shall have the right to, following consultation with the Consultation Parties: (i) subject to the express consent of the DIP Agent, select one or more Stalking Horse Bidders and provide such Stalking Horse Bidder(s) with Bid Protections; (ii) determine which bidders qualify as "Qualified Bidders," and which bids qualify as "Qualified Bids;" (iii) subject to the express consent of the DIP Agent, make final determinations as to whether the Debtors will conduct an Auction; (iv) subject to the express consent of the DIP Agent,

select the Baseline Bid for the Assets; (v) determine the amount of each Minimum Overbid; (vi) subject to the prior written consent of the DIP Agent (in its sole discretion), determine the Leading Bid for the Assets; (vii) subject to the prior written consent of the DIP Agent (in its sole discretion), determine which Qualified Bid is the highest or otherwise best bid for the Assets (such Qualified Bid, a "Successful Bid") and which Qualified Bid is the next highest and next best bid after the Successful Bid for the Assets (such Qualified Bid, a "Backup Bid"); (viii) reject any bid that is (a) inadequate or insufficient; (b) not in conformity with the requirements of this Bidding Procedures Order or any other applicable order of the Court, the Bidding Procedures, the Bankruptcy Code, or other applicable law; or (c) contrary to the best interests of the Debtors and their estates; (ix) subject to the express consent of the DIP Agent, adjourn or cancel the Auction in accordance with the Bidding Procedures; and (x) subject to the express consent of the DIP Agent, adjourn the Sale Hearing in accordance with the Bidding Procedures.

6. In accordance with and subject to the Bidding Procedures, the Debtors, in the exercise of their reasonable business judgment and in a manner consistent with their fiduciary duties and applicable law, shall have the right, in consultation with the Consultation Parties, to modify the Bidding Procedures, including to (i) extend or waive deadlines or other terms and conditions set forth herein or therein; (ii) adopt new rules and procedures for conducting the bidding and Auction process so long as any such modifications are disclosed to all Prospective Bidders and Qualified Bidders; and (iii) otherwise modify the Bidding Procedures to further promote competitive bidding for and maximizing the value of the Assets; *provided*, that the Debtors shall not, (x) without the express consent of the DIP Agent, extend, waive, or modify any date or deadline set forth in the timeline in paragraph 3 above, or (y) without the express consent

of the DIP Agent and the Prepetition Agents (as applicable), modify the Bidding Procedures in any manner that is adverse to the DIP ~~Secured~~Credit Parties or the Prepetition Secured Creditors.

7. Notwithstanding anything to the contrary in this Bidding Procedures Order or the Bidding Procedures, the Debtors shall not be required to take, or refrain from taking, any action that would be inconsistent with their fiduciary duties or other obligations under applicable law.

8. ~~7.~~Subject in all respects to the Bankruptcy Code, other applicable law, the DIP Order, including any Challenge, and each agent's applicable loan documents, the DIP Agent and the Prepetition Agents may credit bid all or any portion of ~~the DIP Obligations, Prepetition Secured Obligations and Adequate Protection Claims~~such party's secured claims against the Debtors pursuant to section 363(k) of the Bankruptcy Code or other applicable law, and any such credit bid shall be deemed to be a Qualified Bid submitted by a Qualified Bidder, without the need to provide any Good Faith Deposit (as defined in the ~~Bid Procedures) or to satisfy any other requirement of Section VI.A of the~~ Bidding Procedures~~.~~); *provided,* that all parties in interest right to object to such Credit Bid are preserved. ~~Further, a~~Any ~~c~~Credit ~~b~~Bid~~s~~ submitted by the DIP Agent or Prepetition Secured Creditors~~ of DIP Roll-Up Obligations or Prepetition Secured Obligations~~, respectively, made prior to the expiration of the Challenge Period shall be subject to Challenge as set forth in the DIP Order, notwithstanding entry of the order approving the Sale or the closing of the Sale. In the event that the amount, validity, perfection, enforceability, priority or extent of any liens or claims (including such liens or claims) of the Prepetition Secured Creditors or the DIP Agent are subject to a Challenge (as defined in the DIP Order) or a pending motion seeking standing to file a Challenge, or any other challenge (or a motion seeking standing with respect thereto) by any party, the DIP Agent and Prepetition Secured Creditors, as applicable, (i) shall not

be obligated to close until any such Challenge is resolved in its entirety ~~to the satisfaction of the Prepetition Secured Creditors or the DIP Agent, as applicable~~, and (ii) may (with the consent of the Debtors and after consultation with the Consultation Parties) modify the terms of the bid prior to the Sale Hearing, including, without limitation, the structure or amount of the credit bid.

9. ~~8.~~Nothing contained in this Bidding Procedures Order or in the Bidding Procedures is intended to or shall be construed to alter, amend or modify the DIP Order, nor constrain, limit, or impair any right granted to the DIP ~~Secured~~Credit Parties or the Prepetition Secured Lenders (as such terms are defined therein) thereunder.

10. ~~9.~~For the avoidance of doubt, and notwithstanding anything to the contrary in this Bidding Procedures Order or the Bidding Procedures, each reference to the "express consent of the DIP Agent" or the "express consent of the Prepetition Agents (or the applicable Prepetition Agent)" means the prior express written consent of the DIP Agent or the applicable Prepetition Agent not to be unreasonably withheld, conditioned, or delayed, which consent may be given by electronic mail from counsel to the DIP Agent or the applicable Prepetition Agent.

C. Stalking Horse Agreement and Bid Protections

11. ~~10.~~The Stalking Horse Designation Procedures and the Stalking Horse Notice, substantially in the form attached hereto as **Exhibit 3**, are approved, and the Debtors, subject to the express consent of the DIP Agent, are authorized to designate one or more Stalking Horse Bidders and provide Bid Protections, in accordance with the Stalking Horse Designation Procedures by **no later than September 28, 2026**, which deadline may be extended by the Debtors

(after consultation with the Consultation Parties and subject to the express consent of the DIP Agent).

12. The Bid Protections, if any, are approved through this Bidding Procedures Order pursuant to the Stalking Horse Designation Procedures~~.~~: *provided*, that any break-up fee shall not exceed 3%. Other than any Bid Protections approved by the Court in connection with a Stalking Horse Bid, if any, no bidder or any other party shall be entitled to any termination or "break-up" fee, expense reimbursement, or any other bidding protection in connection with the submission of a bid for the Assets or otherwise participating in the Auction or the sale process. For the avoidance of doubt, approval of the Stalking Horse Designation Procedures or entry of the Stalking Horse Order shall not constitute approval of the sale of the Assets to the Stalking Horse Bidder and all parties' rights to object to approval of the sale to the Stalking Horse Bidder are preserved.

13. If the Debtors designate any Stalking Horse Bidder, the Debtors shall file a Stalking Horse Notice seeking approval of the same and any Bid Protections provided to such Stalking Horse Bidder. Objections to the designation of a Stalking Horse Bidder or any of the terms of a Stalking Horse Bid (including any proposed Bid Protections for such Stalking Horse Bidder) shall (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Bankruptcy Rules, (c) state, with specificity, the legal and factual bases thereof and (d) be filed with this Court and served on the Objection Notice Parties **within five days after the service of the Stalking Horse Notice**.

14. If a timely Stalking Horse Objection is filed, the Debtors will schedule a hearing regarding such Stalking Horse Objection as soon as reasonably practicable seeking approval of such Stalking Horse Bid and in accordance with this Order and the Bidding Procedures; *provided*

that such hearing with respect to the Stalking Horse Objection shall be on not less than three calendar days' notice. If no timely Stalking Horse Objection is filed and served with respect to the Stalking Horse Bid, upon the expiration of the objection deadline, the Debtors will submit a proposed order under certification of counsel to this Court approving the Stalking Horse Bid (including the Stalking Horse Agreement and the Bid Protections), which this Court may enter without a hearing and any further or other notice except as required herein or under the Bidding Procedures, including with respect to any Bid Protections set forth in the Stalking Horse Notice. For the avoidance of doubt, notwithstanding any approval of Bid Protections, designation of a Stalking Horse Bid, or entry into a Stalking Horse Agreement, any such bid will remain subject to higher and better offers, as determined in consultation with the Consultation Parties, and the Debtors shall not be authorized to consummate any sale with respect to such Stalking Horse Bid or Stalking Horse Agreement until after the Sale Hearing and the entry of an appropriate form of Sale Order by the Court.

D. Bid Deadline and Auction

15. ~~11.~~Any Prospective Bidder that intends to participate in the Auction must submit in writing to SSG (contact information in Sections I and III of the Bidding Procedures) a Qualified Bid on or before **October 2, 2026 at 4:00 p.m. (prevailing Eastern Time)** (the "Bid Deadline").

The Debtors shall promptly provide a copy of each bid to each of the Consultation Parties, but in no event later than the day after the date of the Bid Deadline.

16. ~~12.~~If the Debtors receive more than one Qualified Bid for the Assets, the Debtors shall conduct an Auction for the Assets.

17. ~~13.~~The Auction, if required, will be conducted on **October 6, 2026, at 10:00 a.m. (prevailing Eastern Time)**, either (i) at the offices of Cole Schotz P.C., 500 Delaware Avenue Suite 600 Wilmington, DE 19801, or (ii) virtually or at such other date, time or location as designated by the Debtors, after consulting with the Consultation Parties. If the Debtors conduct the Auction virtually, the Debtors will provide instructions setting forth how to attend the Auction to the participants and other attendees via electronic mail. The Debtors will provide notice (via electronic mail or otherwise) of any change in the date, time, or location of the Auction to Qualified Bidders and the Consultation Parties and will cause publication of such change to occur on the Epiq Website (as defined below). If held, the Auction proceedings shall be transcribed and/or video recorded.

18. ~~14.~~If the Debtors, subject to the express consent of the DIP Agent, determine not to hold an Auction, the Debtors shall file with the Court, serve on parties in interest, and cause to be published on the website maintained by Epiq Corporate Restructuring, LLC, the Debtors' claims and noticing agent in these Chapter 11 Cases, located at https://dm.epiq11.com/BFGSupply (the "Epiq Website"), within one day of making the determination, a notice containing the following information (as applicable): (i) a statement that the Auction has been canceled; (ii) the identity of the Successful Bidder; (iii) either include a copy of the Successful Bid or a summary of the material

terms of such bid, or provide instructions for accessing the Successful Bid free of charge from the Epiq Website; and (iv) the date, time, and location of the Sale Hearing.

19. ~~15.~~Any creditor of the Debtors shall be eligible to attend the Auction, subject to any other limitations as the Debtors may reasonably impose in accordance with the Bidding Procedures. Qualified Bidders participating in the Auction must attend the Auction personally or through a duly authorized representative. The Debtors may establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of a Qualified Bidder or otherwise attend the Auction.

20. ~~16.~~Each Qualified Bidder participating in the Auction shall confirm in writing on the record that (i) it has not engaged in any collusion with respect to the Auction or the submission of any bid for any of the Assets; and (ii) the Qualified Bid that gained the Qualified Bidder admission to participate in the Auction and each Qualified Bid submitted by the Qualified Bidder at the Auction constitutes a binding, good-faith, and *bona fide* offer to purchase the Assets identified in such bids.

21. ~~17.~~Within one ~~business~~ day after the conclusion of the Auction, the Debtors shall file with the Court, serve on parties in interest, and cause to be published on the Epiq Website, a notice setting forth the results of the Auction (the "Notice of Auction Results"). The Notice of Auction Results will (i) identify each Successful Bidder and each Backup Bidder; (ii) either include a copy of each Successful Bid and each Backup Bid or a summary of the material terms of such bid, or provide instructions for accessing each Successful Bid and each Backup Bid free of charge from the Epiq Website; and (iii) set forth the date, time, and location of the Sale Hearing

and any other relevant dates or other information necessary to reasonably apprise the Sale Notice Parties of the outcome of the Auction.

E. Sale Noticing and Objection Procedures

22. ~~18.Except objections to the conduct of the Auction, the Successful Bidder or the Backup Bidder (other than the identity of any Stalking Horse Bidder), a~~All objections to the sale of the Assets (each, a "Sale Objection")~~, including (i) any objection to the sale of any Assets free and clear of liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code to a Successful Bidder and/or a Backup Bidder (as applicable) and (ii) any objection to the entry of any Sale Order~~ shall be (a) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; (b) filed with the Court by **no later than October ~~1~~12, 2026, at 4:00 p.m. (prevailing Eastern Time)** (the "Sale Objection Deadline"); and (c) served on the Objection Notice Parties (as defined in Section X.D of the Bidding Procedures).

~~19. Following service of the Notice of Auction Results, parties may file an objection solely with respect to the conduct of the Auction, the Successful Bidder, the Backup Bidder, or the Sale to the Successful Bidder or the Backup Bidder, in each case other than any Stalking Horse Bidder (each such objection, a "Supplemental Sale Objection"). Any Supplemental Sale Objection shall be (i) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; (ii) filed with the Court by **no later than October**~~

~~**12, 2026 at 4:00 p.m. (prevailing Eastern Time)** (the "Supplemental Sale Objection Deadline"); and (iii) served on the Objection Notice Parties.~~

23. ~~20.~~Any party who fails to file and serve a timely Sale Objection ~~or Supplemental Sale Objection~~ in accordance with the terms of this Bidding Procedures Order shall be forever barred from asserting, at the Sale Hearing or thereafter, any Sale Objection ~~or Supplemental Sale Objection~~ to the relief requested in the Motion, or to the consummation or performance of the sale of the Assets, including the transfer of Assets to the Successful Bidder free and clear of liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code, and shall be deemed to "consent" to such sale for purposes of section 363(f) of the Bankruptcy Code, provided, however, that nothing in this Bidding Procedures Order or the Bidding Procedures shall (i) constitute, or be deemed to constitute, the consent of the DIP Agent, the DIP Lenders, the Prepetition Agents, or the Prepetition Secured Creditors to a sale of any Assets, free and clear of the DIP Liens, the Prepetition Liens, or the Adequate Protection Liens~~,~~ or (ii) limit, waive, or impair any right of such parties under sections 363(f) or 363(k) of the Bankruptcy Code, the DIP Order, or the DIP Documents~~, each of which rights is expressly reserved~~.

24. ~~21.~~The Debtors shall file any reply to any Sale ~~Objection or Supplemental Sale~~ Objection, if any, by **no later than October 13, 2026 at 4:00 p.m. (prevailing Eastern Time).**

25. ~~22.~~Consumation of the sale of the Assets pursuant to a Successful Bid shall be subject to Court approval. The Sale Hearing to (a) approve a sale of all, substantially all, or a portion of the Assets to the Successful Bidder(s) and (b) authorize the assumption and assignment of certain executory contracts and unexpired leases shall be held before the Court on **October 14, 2026, at ~~[●] [●]~~9:30 a.m. (prevailing Eastern Time)**; *provided, that*, the Debtors may seek an

adjournment or rescheduling of the Sale Hearing ~~without notice,~~ consistent with the Bidding Procedures and this Bidding Procedures Order. At the Sale Hearing, the Debtors will seek Court approval of the Successful Bid(s) and the Backup Bid(s) (if any). Unless the Court orders otherwise, the Sale Hearing shall be an evidentiary hearing on matters relating to the sale transaction and there will be no further bidding at the Sale Hearing. If the Successful Bidder(s) cannot or refuses to consummate the Sale(s) because of the breach or failure on the part of such Successful Bidder, the Debtors may, in accordance with the Bidding Procedures, designate the Backup Bid to be the new Successful Bid and the Backup Bidder to be the new Successful Bidder, and the Debtors shall be authorized, but not required, subject to the express consent of the DIP Agent and consultation with the Consultation Parties, to consummate the applicable transaction with the Backup Bidder without further order of the Court.

26. ~~23.~~The Sale Notice, substantially in the form attached hereto as **Exhibit 2**, is approved, and no other or further notice of the proposed sale of the Assets, the Auction, the Sale Hearing, the Sale Objection ~~Deadline, or the Supplemental Sale Objection~~ Deadline shall be required if the Debtors serve and publish the Sale Notice in the manner provided in the Bidding Procedures and this Bidding Procedures Order.

27. ~~24.~~By no later than two business days after the entry of this Bidding Procedures Order, the Debtors shall file with the Court, serve on the Sale Notice Parties, and cause to be published on the Epiq Website, the Sale Notice.

F. Assumption and Assignment Procedures

28. ~~25.~~The Assumption and Assignment Notice, substantially in the form attached hereto as **Exhibit ~~3~~4**, is approved, and no other or further notice of the Debtors' intention to assume or assign the Contracts or of the Debtors' proposed Cure Costs is necessary or required.

29. ~~26.~~By no later than two business days after the entry of this Bidding Procedures Order, the Debtors shall file with the Court, serve on the applicable Counterparties (and counsel, if known), and cause to be published on the Epiq Website, the Assumption and Assignment Notice.

30. ~~27.~~Any objection to the Debtors' proposed Cure Costs ~~or to any Stalking Horse Bidder's proposed form of adequate assurance of future performance~~ (each such objection, a "Cure Objection") shall be (a) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; (b) filed with the Court by **no later than ~~September 25, 2026, at~~ 4:00 p.m. (prevailing Eastern Time) on the date that is 14 days after service of the Assumption and Assignment Notice**; and (c) served on the Objection Notice Parties.

31. ~~28.~~The Debtors, any Stalking Horse Bidder or, as applicable, the Successful Bidder, and the objecting Counterparty shall first confer in good faith to attempt to resolve the Cure Objection without Court intervention. If a Cure Objection is resolved in a manner that is not reasonably acceptable to the Debtors or the Successful Bidder, whether or not such resolution occurs prior to or after the closing of the sale of the Assets, the Debtors, any Stalking Horse Bidder or, as applicable, the Successful Bidder, may determine that any Contract subject to such resolved

Cure Objection no longer will be assumed and assigned in connection with the sale of the Assets (subject to the terms of the applicable purchase agreement).

32. ~~29.~~If a timely Cure Objection cannot otherwise be resolved by the parties, the Cure Objection may be heard at the Sale Hearing ~~or~~, at the ~~option of the Debtors and the Successful Bidder, be adjourned to a subsequent hearing, with notice to~~next regularly scheduled omnibus hearing in these Cases, or such later date as may be agreed upon by the part~~y~~ies ~~having~~or fi~~l~~xed by the ~~Cure Objection~~Court (each such Cure Objection, an "Adjourned Cure Objection"). An Adjourned Cure Objection may be resolved after the closing date of the sale of the Assets. Upon resolution of an Adjourned Cure Objection and the payment of the applicable cure amount, if any, to be made as soon as reasonably practicable or within five days of resolution of the Cure Objection, the Contract that was the subject of such Adjourned Cure Objection shall, at the election of the Successful Bidder, and subject to the Debtors' rights set forth in paragraph ~~28~~31 of this Bidding Procedures Order, be deemed assumed and assigned to the Successful Bidder as of the closing date of the sale of the Assets. Notwithstanding anything to the contrary herein, with respect to any unexpired lease of nonresidential real property that is the subject of a Cure Objection, Adjourned Cure Objection or Adequate Assurance Objection, the Debtors shall assume or assume and assign any such unexpired lease no later than the deadline imposed by section 365(d)(4) of the Bankruptcy Code.

33. ~~30.~~If a Counterparty fails to file with the Court and serve on the Objection Notice Parties a timely Cure Objection, the Counterparty forever shall be barred from asserting any objection with regard to the cost to cure any defaults under the applicable Contract. The Cure Costs set forth in the applicable Assumption and Assignment Notice shall be controlling and will

be the only amount necessary to cure outstanding defaults under the Contract and satisfy the requirements of section 365(b) of the Bankruptcy Code, and the Counterparty to the Contract shall be bound by and deemed to have consented to the Cure Costs.

34. ~~31.~~In accordance with the Bidding Procedures, Qualified Bids shall be accompanied by Adequate Assurance Information (as defined in the Bidding Procedures). The Debtors shall promptly provide~~, upon a Counterparty's request to the Debtors' counsel~~(with Email being acceptable), the Adequate Assurance Information to any Counterparty (and counsel, if known) to any Contract that may be assumed by the applicable Qualified Bidder.

35. ~~32.~~Any objection to the proposed assumption and assignment of a Contract, the subject of which objection is a Successful Bidder's ~~(other than any Stalking Horse Bidder's)~~ or any other relevant assignee's proposed form of adequate assurance of future performance with respect to the Contract (each such objection, an "Adequate Assurance Objection"), shall be (a) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; (b) filed with the Court by **no later than October 12, 2026 at 4:00 p.m. (prevailing Eastern Time)**; and (c) served on the Objection Notice Parties.

36. ~~33.~~The Debtors, the Successful Bidder, and a Counterparty that has filed an Adequate Assurance Objection shall first confer in good faith to attempt to resolve the Adequate Assurance Objection without Court intervention. If the parties are unable to consensually resolve the Adequate Assurance Objection prior to the commencement of the Sale Hearing, the Adequate Assurance Objection and all issues of adequate assurance of future performance of the Successful Bidder (or any other relevant assignee) shall be determined by the Court at the Sale Hearing~~ or~~, at the ~~option of the Debtors and the Successful Bidder, be adjourned to a subsequent hearing, with~~

~~notice to~~next regularly scheduled omnibus hearing in these Cases, or such later date as may be agreed upon by the part~~y~~ies ~~having~~or fi~~l~~xed by the ~~Adequate Assurance Objection~~Court.

37. ~~34.~~If a Counterparty fails to file with the Court and serve on the Objection Notice Parties a timely Adequate Assurance Objection, the Counterparty shall be forever barred from asserting any objection to the assumption and/or assignment of a Contract with regard to adequate assurance of future performance. The Successful Bidder (or any other relevant assignee) shall be deemed to have provided adequate assurance of future performance with respect to a Contract in accordance with Bankruptcy Code sections 365(b)(1)(C), 365(f)(2)(B), and, if applicable, Bankruptcy Code section 365(b)(3), notwithstanding anything to the contrary in the Contract or any other document.

38. ~~35.~~As soon as reasonably practicable after the closing of the sale of the Assets, the Debtors shall file with the Court, serve on the applicable Counterparties, and cause to be published on the Epiq Website, a notice containing the list of Contracts that the Debtors assumed and assigned pursuant to any asset purchase agreement with a Successful Bidder.

39. ~~36.~~The inclusion of a Contract or Cure Costs with respect to any Contract on any Assumption and Assignment Notice, shall not constitute or be deemed a determination or admission by the Debtors, any Stalking Horse Bidder, any Successful Bidder, or any other party that such Contract is an executory contract or an unexpired lease within the meaning of the Bankruptcy Code, and shall not be a guarantee that such Contract ultimately will be assumed or assigned. The Debtors reserve all of their rights, claims, and causes of action with respect to each Contract listed on any Assumption and Assignment Notice.

G. Other Related Relief

40. ~~37.~~Notwithstanding anything herein or in the Bidding Procedures to the contrary, the Debtors shall not be permitted to (a) modify the consultation rights of the Consultation Parties in the Bidding Procedures or (b) modify the consent rights of the DIP Agent or Prepetition Agents, absent further order of this Court or the consent of any affected Consultation Parties ~~or~~, the DIP Agent, or the Prepetition Agents, as applicable.

41. ~~38.~~All persons and entities that participate in the Auction or bid for the Assets during the Sale Process shall be deemed to have knowingly and voluntarily (i) consented to the core jurisdiction of the Court to enter any order related to the Bidding Procedures, the Auction, or any other relief requested in the Motion or granted in this Bidding Procedures Order; (ii) waived any right to a jury trial in connection with any disputes relating to the Bidding Procedures, the Auction, or any other relief requested in the Motion or granted in this Bidding Procedures Order; and (iii) consented to the entry of a final order or judgment in connection with any disputes relating to the Bidding Procedures, the Auction, or any other relief requested in the Motion or granted in this Bidding Procedures Order, if it is determined that the Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the relevant parties.

42. ~~39.~~Nothing in this Bidding Procedures Order, or any of the Exhibits hereto, shall (i) prevent the Debtors from, in the exercise of their fiduciary duties, pursuing or otherwise consummating an alternative transaction or (ii) obligate the Debtors to pursue or consummate any transaction with any Qualified Bidder.

43. ~~40.~~Notwithstanding the applicability of any of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or any other provisions of the Bankruptcy Rules or the Local Rules stating to the contrary, the terms and provisions of this Bidding Procedures Order shall be immediately effective

and enforceable upon its entry, and any applicable stay of the effectiveness and enforceability of this Bidding Procedures Order is hereby waived.

44. ~~41.~~The Debtors are authorized to take all steps necessary or appropriate to implement the relief granted in this Bidding Procedures Order.

45. ~~42.~~This Bidding Procedures Order shall be binding on and inure to the benefit of the Debtors, including any Chapter 7 or Chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

46. ~~43.~~This Bidding Procedures Order shall constitute the findings of fact and conclusions of law and shall take immediate effect upon execution hereof.

47. ~~44.~~Except as set forth in paragraph 8 above, to the extent this Bidding Procedures Order is inconsistent with any prior order or pleading with respect to the Motion in these Chapter 11 Cases, the terms of this Bidding Procedures Order shall govern.

48. ~~45.~~Notwithstanding the relief granted in this Bidding Procedures Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of *the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. ~~Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or~~

~~restrictions of the DIP Order.~~ To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Bidding Procedures Order, or any actions taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

49. ~~46.~~To the extent any of the deadlines set forth in this Bidding Procedures Order do not comply with the Local Rules, such Local Rules are waived and the terms of this Bidding Procedures Order shall govern.

50. ~~47.~~This Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Bidding Procedures Order.

Exhibit 1

Bidding Procedures

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (~~—~~CTG)
Debtors.[1]	(Jointly ~~Administration Requested~~Administered)

BIDDING PROCEDURES

The above-captioned debtors and debtors in possession (the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") will use the procedures set forth herein (the "Bidding Procedures") in connection with a sale or disposition of all, substantially all, or a portion of the Debtors' assets (the "Assets").

On August 18, 2026, the Debtors filed with the United States Bankruptcy Court for the District of Delaware (the "Court") the *Debtors' Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially all of the Debtors' Assets, (B) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. [●]] (the "Motion"). By the Motion, the Debtors sought, among other things, entry of an order approving Bidding Procedures for soliciting bids for an auction (the "Auction") of, and consummating a sale of, the Assets, as further described herein.

On [●], 2026, the Court entered an *Order (I) Approving Bidding Procedures for the Sale of Substantially all of the Debtors' Assets, (II) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V)*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors, LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief [Docket No. [●]] (the "Bidding Procedures Order").[2]

On [●], 2026, the Ontario Superior Court of Justice (Commercial List), granted an order (the "Bidding Procedures Recognition Order") recognizing and enforcing the Bidding Procedures Order in Canada.

I. ASSETS FOR SALE

The Debtors intend to sell all, substantially all, or a portion of their Assets.

A Prospective Bidder (as defined in Section III below) may bid on the Assets, subject to the conditions set forth herein.

The ability to undertake and consummate a sale of the Assets shall be subject to competitive bidding, as set forth herein, and approval by the Court. In addition to any Stalking Horse Bid (as defined in the Motion), and as set forth herein, the Debtors will consider bids for the Assets from other parties.

Any party interested in submitting a bid for any of the Debtors' Assets should contact the Debtors' investment banker:

SSG Advisors, LLC
Neil Gupta (ngupta@ssgca.com)
Teresa C. Kohl (tkohl@ssgca.com)
J. Scott Victor (jsvictor@ssgca.com)

II. KEY DATES AND DEADLINES

DEADLINE	EVENT
Two business days after the entry of the Bidding Procedures Order	Deadline for Debtors to file and serve Sale Notice
Two business days after the entry of the Bidding Procedures Order	Deadline for Debtors to file and serve Assumption and Assignment Notice
~~**September 25, 2026, at**~~ **4:00 p.m. (prevailing Eastern Time)** **on the date that is 14 days after service of the Assumption and Assignment Notice**	Cure Objection Deadline
September 28, 2026, at 4:00 p.m. (prevailing Eastern Time)	Deadline for Debtors to designate a Stalking Horse Bidder
~~**October 1, 2026, at 4:00 p.m. (prevailing Eastern Time)**~~	~~Sale Objection Deadline~~
October 2, 2026, at 4:00 p.m. (prevailing	Bid Deadline

[2] Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms later in these Bidding Procedures or in the Motion ~~and/or~~, the Bidding Procedures Order, and the Interim DIP Order, as applicable.

DEADLINE	EVENT
Eastern Time)	
Five days after the Stalking Horse Notice is filed	Stalking Horse Objection Deadline
October 6, 2026, at 10:00 a.m. (prevailing Eastern Time)	Auction
One ~~business~~ day after the conclusion of the Auction	Deadline for Debtors to file and serve Notice of Auction Results
October 12, 2026, at 4:00 p.m. (prevailing Eastern Time)	~~Supplemental~~ Sale Objection Deadline and Adequate Assurance Objection Deadline
October 13, 2026, at 4:00 p.m. (prevailing Eastern Time)	Debtors' Deadline to Reply to Sale Objections ~~and Supplemental Sale Objections~~
October 14, 2026, ~~subject to the availability of the Court~~at 49:0030 pa.m. (prevailing Eastern Time)	Sale Hearing
October 21, 2026	Deadline for entry of a recognition order in the recognition proceedings commenced before the Ontario Superior Court of Justice (Commercial List) (the "Recognition Proceedings") (if necessary)
October 22, 2026	Deadline to consummate approved Sale

III. DUE DILIGENCE

Each person or entity that desires to participate in the Auction must first deliver to SSG (contact information in Section I above and in this Section III) the following:

- documentation identifying the Prospective Bidder, its principals, and the representatives thereof who are authorized to appear and act on its behalf for all purposes regarding the contemplated Sale;
- an executed confidentiality agreement, in form and substance satisfactory to the Debtors;
- a statement and other factual support demonstrating to the Debtors and their advisors, in their sole judgment, that the Prospective Bidder has a *bona fide* interest in purchasing some or all of the Assets; and
- preliminary proof by the Prospective Bidder of its financial capacity to close a proposed sale transaction, which may include current unaudited or verified financial statements of, or verified financial commitments obtained by, the Prospective Bidder (or, if the Prospective Bidder is an entity formed for the purpose of acquiring the Assets to be sold, the party that will bear liability for a breach by the Prospective Bidder of an asset purchase agreement or other agreement entered into in respect of the sale transaction), the adequacy of which the Debtors and their advisors will determine in their sole judgment.

The Debtors and their advisors shall have the right to disclose on a confidential basis to the DIP Agent, the Prepetition Agents, the Creditors' Committee, and their respective advisors each Prospective Bidder's identity, its bid and any related diligence materials.

Any person or entity that delivers the foregoing shall be a "Prospective Bidder." Without the need for any further action, any Stalking Horse Bidder is a Prospective Bidder and a Qualified Bidder (as defined in Section VI.C below).

Upon execution of a valid confidentiality agreement and subject to the other limitations and guidelines set forth herein, the Debtors may grant a Prospective Bidder that the Debtors identify as reasonably likely to become a Qualified Bidder with access to information allowing such Prospective Bidder to conduct due diligence with respect to the potential acquisition of some or all of the Assets. If any Prospective Bidder is (or is affiliated with) a competitor of the Debtors, the Debtors will not be required to disclose to such Prospective Bidder any trade secrets or proprietary information (as determined by the Debtors in their sole discretion), unless the confidentiality agreement executed by such Prospective Bidder is satisfactory to the Debtors and contains provisions sufficient to ensure that such Prospective Bidder will not use such trade secrets or proprietary information for an improper purpose or to gain an unfair competitive advantage.

If the Debtors determine, after consulting with the Consultation Parties, that a Prospective Bidder is unlikely to qualify as a Qualified Bidder or fails to become a Qualified Bidder, then such Prospective Bidder shall have no further right to access due diligence or any other non-public information. The Prospective Bidder shall return or destroy any non-public information the Debtors or their advisors provided to the Prospective Bidder in accordance with the terms of the confidentiality agreement executed by the Debtors and the Prospective Bidder.

The Debtors will use reasonable efforts to accommodate all reasonable requests from Prospective Bidders for additional information and due diligence access. All due diligence requests shall be directed to the Debtors' investment banker:

SSG Advisors, LLC
Neil Gupta (ngupta@ssgca.com)
Teresa C. Kohl (tkohl@ssgca.com)
J. Scott Victor (jsvictor@ssgca.com)

IV. STALKING HORSE DESIGNATION PROCEDURES

The procedures set forth in this section (the "Stalking Horse Designation Procedures") shall apply to the designation of any Stalking Horse Bidder, Stalking Horse Agreement and Bid Protections.

Subject to the provisions set forth herein, the Bidding Procedures Order, and in consultation with the Consultation Parties, the Debtors may, subject to the express consent of the DIP Agent, designate one or more Stalking Horse Bidders that submits a Qualified Bid (as defined below) acceptable to the Debtors, subject to higher or otherwise better offers at the Auction, **no later than September 28, 2026, at 4:00 p.m. (prevailing Eastern Time)**, which deadline may be extended

by the Debtors (after consultation with the Consultation Parties and subject to the express consent of the DIP Agent).

The Debtors, in consultation with the Consultation Parties, and subject to the express consent of the DIP Agent, may provide one or more bid protections, including break-up fees and/or reimbursement of expenses, if any, for documented, actual, and necessary expenses incurred by any Stalking Horse Bidder (collectively, the "Bid Protections"); *provided*, that any break-up fee shall not exceed 3%.

The Debtors shall file a notice (the "Stalking Horse Notice") regarding such selection and any Bid Protections. The Stalking Horse Notice shall be served on (i) the U.S. Trustee, (ii) the Consultation Parties, and (iii) any party that has filed the appropriate notice pursuant to Bankruptcy Rule 2002 requesting notice of all pleadings filed in these Chapter 11 Cases (the "Stalking Horse Notice Parties") with no further or other notice regarding the Stalking Horse Bidder, the Stalking Horse Bid, or the Bid Protections being required. To the extent the Stalking Horse Bid includes any of the Debtors' assets located in Canada, the Information Officer appointed in Recognition Proceeding shall be a Stalking Horse Notice Party. Any Stalking Horse Notice shall (a) set forth the identity of the Stalking Horse Bidder (and if the Stalking Horse Bidder is a newly formed entity, then the Stalking Horse Bidder's parent company or sponsor); (b) set forth the amount of the Stalking Horse Bid and any Bid Protections; (c) state whether the Stalking Horse Bidder has any connection to the Debtors other than those that arise from the Stalking Horse Bid; (d) confirm the proposed Bid Protections are consistent with the Bidding Procedures Order; (e) attach the purchase agreement finalized with the Stalking Horse Bidder or otherwise summarize the material terms thereof; and (f) set forth the deadline to object to the Stalking Horse Bidder designation. All parties in interest shall have the right to object to the Debtors' designation of a Stalking Horse Bidder on any grounds, including objections to the Bid Protections and the form of proposed order.

Objections to the designation of a Stalking Horse Bidder or any of the terms of the applicable Stalking Horse Notice (a "Stalking Horse Objection") shall (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (c) state, with specificity, the legal and factual bases thereof and (d) be filed with the Court and served on the Objection Notice Parties. The Stalking Horse Objection shall be filed ~~the later of (i) the deadline to object to the Bid Procedures Motion and (ii) three business~~within five days after the Stalking Horse Notice is filed. If a timely Stalking Horse Objection is filed, the Debtors are authorized to seek an expedited hearing with respect to the Stalking Horse Objection on not less than three ~~(3)~~ calendar days' notice. Absent any timely Stalking Horse Objection, the Court may enter an order approving the Bid Protections set forth in the Stalking Horse Notice and the designation of the Stalking Horse (the "Stalking Horse Order"). For the avoidance of doubt, entry of the Stalking Horse Order shall not constitute approval of the sale of the Debtors' assets to the Stalking Horse Bidder and all parties rights to object to approval of the sale to the Stalking Horse Bidder are preserved.

Upon filing of the Stalking Horse Notice, any Stalking Horse Agreement executed by the Debtors and the transactions contemplated thereby will be deemed a Qualified Bid for all purposes, and any Stalking Horse Bidder party to a Stalking Horse Agreement executed by the Debtors will be deemed to be a Qualified Bidder.

Other than as provided by order of the Court, no party submitting a Bid shall be entitled to a break-up fee or expense reimbursement except for the Bid Protections for any Stalking Horse Bidder. Any substantial contribution claims by any bidder are deemed waived.

V. BID DEADLINE

Any Prospective Bidder that intends to participate in the Auction must submit in writing to the Bid Notice Parties a Qualified Bid (as defined in Section VI.C below) on or before **October 2, 2026, at 4:00 p.m. (prevailing Eastern Time)** (the "Bid Deadline"). The Debtors shall promptly provide a copy of each bid to each of the Consultation Parties, but in no event later than the day after the ~~date of the~~ Bid Deadline.

VI. BID REQUIREMENTS

A. Qualified Bid Requirements

To qualify as a "Qualified Bid," a bid must be in writing and satisfy the following requirements (provided that, notwithstanding anything to the contrary herein, any Credit Bid shall constitute a Qualified Bid submitted by a Qualified Bidder without further action and shall not be required to ~~satisfy the requirements of this Section VI.A, including any Minimum Bid Amount,~~provide a Good Faith Deposit~~, financing or Adequate Assurance Information requirement, or the agreement to serve as a Backup Bidder~~):

1. Identification of Bidder. A Qualified Bid must fully disclose the following: (a) the legal identity of each person or entity bidding for the Assets and/or otherwise sponsoring, financing (including through the issuance of debt in connection with such bid), or participating in (including through license or similar arrangement with respect to the Assets to be acquired in connection with such bid) the Auction in connection with such bid and the complete terms of any such participation; and (b) any past or present connections or agreements with the Debtors, any Stalking Horse Bidder, any other known Prospective Bidder or Qualified Bidder, the Prepetition Secured Creditors, the DIP ~~Secured~~Credit Parties, or any officer or director of any of the foregoing (including any current or former officer or director of the Debtors).

2. Purchased Assets. A Qualified Bid must identify the following:

   a. the Assets to be purchased, including any executory contracts and unexpired leases (collectively, the "Contracts") that, as of the submission of such bid, the Prospective Bidder proposes to be assumed and assigned by the Debtors in connection with the proposed sale; and

   b. the liabilities, if any, to be assumed, including any debt to be assumed.

3. Form of Consideration.

a. ~~a.~~ Credit Bidding. The DIP Agent and the Prepetition Agents may, to the extent permitted by their applicable loan documents and subject to the terms of the DIP Order, including any Challenge, credit bid all or any portion of ~~the outstanding DIP Obligations, the applicable Prepetition Secured Obligations, and Adequate Protection Claims (as defined in the DIP Order) and as assertable by such parties, as applicable~~such secured party's claims against the Debtors (the "Credit Bid"). Any Credit Bid shall be a Qualified Bid without the need to provide any Good Faith Deposit~~, or to satisfy any other requirement of Section VI.A of the Bidding Procedures, and the DIP Agent~~ and the Prepetition Agents shall each be a Qualified Bidder in connection with such Credit Bid.

b. Consideration. Other than a Credit Bid, ~~E~~each other bid must include a statement confirming that the bid is based on an all-cash offer, or if a bid includes forms of consideration other than cash, the bidder shall include an analysis or description of the value of such non-cash components, including any supporting documentation, to assist the Debtors and the Consultation Parties in evaluating the bid.

4. Minimum Bid for Assets. If a Stalking Horse Bidder has been designated, each bid that is not a Stalking Horse Bid must have a value to the Debtors, as determined by the Debtors, in consultation with the Consultation Parties, that is greater than or equal to the sum of the value offered under the Stalking Horse Agreement, plus (a) the amount of the Bid Protections and (b) the Minimum Overbid amount (collectively, the "Minimum Bid Amount").

If the value of a bid relative to any Stalking Horse Bid includes additional non-cash components (such as fewer contingencies than are in any Stalking Horse Agreement), the bidder should include an analysis or description of the value of any such additional non-cash components, including any supporting documentation, to assist the Debtors and the Consultation Parties in better evaluating the competing bid.

If a Stalking Horse Bidder is not designated pursuant to the Stalking Horse Designation Procedures, the Debtors, in consultation with the Consultation Parties, may set a minimum bid requirement, which shall be considered the Minimum Bid Amount for all purposes hereunder. In such case, the Debtors will notify all Prospective Bidders of the Minimum Bid Amount no later than October 5, 2026, at 5:00 p.m.

5. Proposed Asset Purchase Agreement. A Qualified Bid must constitute an irrevocable offer and be in the form of an asset purchase agreement reflecting the terms and conditions of the bid (each, a "Proposed Asset Purchase Agreement"). A Proposed Asset Purchase Agreement shall be (a) duly authorized and executed; (b) based on, and marked against, the

form asset purchase agreement provided by the Debtors (the "Form APA") or, if a Stalking Horse Bidder has been designated, the Stalking Horse Agreement, to reflect the proposed sale transaction and to show any other proposed modifications to the Form APA or Stalking Horse Agreement, as applicable; (c) specify the proposed purchase price for the Assets in U.S. dollars; and (d) identify any Contracts that, as of the submission of such bid, the Prospective Bidder proposes to be assumed and assigned by the Debtors in connection with the proposed sale transaction.

6. Financial Information. A Qualified Bid must include the following:

   a. Other than a Credit Bid, a statement that the Prospective Bidder is financially capable of consummating the sale transaction contemplated by the Prospective Bidder's Proposed Asset Purchase Agreement and Proposed Sale Order;

   b. Other than a Credit Bid, sufficient evidence, as determined by the Debtors in their sole discretion, to determine that the Prospective Bidder has, or will obtain, the financial wherewithal to consummate the sale transaction contemplated by the Prospective Bidder's Proposed Asset Purchase Agreement and Proposed Sale Order; and

   c. Adequate Assurance Information (as defined in Section VI.A.8 below) with respect to any Contracts included or that may be included in the Prospective Bidder's bid, including the identity of any known proposed assignee of the applicable Contracts (if different from the Prospective Bidder), including contact information for such proposed assignee;

7. Good Faith Deposit. Each Qualified Bid (other than a Credit Bid, for which no deposit is required) must be accompanied by a good faith deposit (each, a "Good Faith Deposit") in the form of cash in an amount equal to ten percent (10%) of the proposed purchase price for the Assets. The Good Faith Deposits shall be deposited **no later than October 5, 2026 at 3:00 pm (prevailing Eastern Time)** with an escrow agent selected by the Debtors (the "Escrow Agent") and held in escrow until 10 business days after the conclusion of the Auction, except for the Good Faith Deposit of any bidder who is selected at the Auction as a Successful Bidder or as a Backup Bidder, and thereafter returned to the respective Qualified Bidders in accordance with Section VII.D of these Bidding Procedures.

   For the avoidance of doubt, to the extent the purchase price of a bid is increased at any time or from time to time, whether prior to the commencement of, or during, the Auction (if any), the amount of the required Good Faith Deposit shall automatically increase accordingly (*i.e.*, to equal ten percent (10%) of such increased purchase price), and the corresponding Prospective Bidder shall promptly deposit the amount of

such increase into escrow within one ~~(1)~~ business day following such increase. Without limiting the foregoing, if a purchase price is increased in order for a bid to qualify as a Qualified Bid, the Debtors may condition the applicable Prospective Bidder's participation in the Auction (if any) on such Prospective Bidder depositing the full amount of the then-required Good Faith Deposit into escrow prior to the commencement of the Auction. Moreover, the amount of the required Good Faith Deposit shall likewise automatically increase accordingly (*i.e.*, to equal ten percent (10%) of such increased purchase price) with respect to any Successful Bid or Backup Bid, and the corresponding Successful Bidder or Backup Bidder shall promptly deposit the amount of such increase into escrow within one ~~(1)~~ business day following the close of the Auction.

8. Adequate Assurance. A Qualified Bid must include evidence of the Prospective Bidder's (or any other relevant assignee's) ability to comply with section 365 of the Bankruptcy Code (to the extent applicable), including providing adequate assurance of such Prospective Bidder's (or any other relevant assignee's) ability to perform future obligations arising under any Contracts included in its bid. The Debtors may require the following information in connection with demonstrating adequate assurance of future performance: (a) information evidencing the Prospective Bidder's (or any other relevant assignee's) financial wherewithal and willingness to perform under any Contracts included in the bid, which information may include (i) a corporate organizational chart or similar disclosure identifying corporate ownership and control, (ii) financial statements, (iii) tax returns, and (iv) annual reports; and (b) the Prospective Bidder's (or any other relevant assignee's) proposed use of any leased premises or other property included in the bid (the information described in clauses (a) and (b) of this Section VI.A.8, the "Adequate Assurance Information").

   All Adequate Assurance Information must be in a form that will permit its immediate dissemination to Contract counterparties ("Counterparties"), with email being acceptable.

9. Representations and Warranties (As-Is, Where-Is). Each Qualified Bid must include a written acknowledgement and representation that (a) the Prospective Bidder has had an opportunity to conduct any and all due diligence regarding the Assets prior to making its Qualified Bid, (b) the Prospective Bidder has relied solely upon its own or its advisors' independent review, investigation, and/or inspection of any documents and/or the Assets in making its Qualified Bid, (c) the Prospective Bidder did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise, regarding the Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Prospective Bidder's Proposed Asset Purchase

Agreement; and (d) the Assets will be conveyed "as is, where is, with all faults," with limited representations and warranties, and no indemnification or guarantees by the Debtors.

10. Authorization. A Qualified Bid must (a) include evidence of authorization and approval from the Prospective Bidder's board of directors (or comparable governing body) with respect to the submission, execution, and delivery of any bid for the Assets, participation in the Auction, and closing of the sale transaction contemplated by the Prospective Bidder's Proposed Asset Purchase Agreement and Proposed Sale Order; or, (b) if the Prospective Bidder is an entity formed for the purpose of effecting the proposed sale transaction, a Qualified Bid must provide written evidence acceptable to the Debtors of authorization and the approval by the equity holder(s) of such Prospective Bidder.

11. Other Requirements. A Qualified Bid must:

a. state that the Prospective Bidder agrees to serve as a backup bidder (a "Backup Bidder") if such bidder's Qualified Bid is selected at the Auction as the next highest or next best bid after the Successful Bid (as defined in Section VII.C.1 below) for the Assets (each such bid, a "Backup Bid");

b. state that the bid represents a binding, good-faith, and *bona fide* offer to purchase the Assets and is not subject to or conditioned on any further due diligence, and is irrevocable (i) until the selection of the Successful Bid in accordance with these Bidding Procedures; or (ii) if the bid is selected as a Successful Bid or as a Backup Bid, until the Backup Bid Expiration Date (as defined in Section VII.C.2 below);

c. for any bidder other than any Stalking Horse Bidder, state and acknowledge that the Prospective Bidder shall not be entitled to any bidding protection or payment in connection with the submission of a bid for the Assets or otherwise participating in the Sale process;

d. state that the Prospective Bidder is committed to closing the sale transaction contemplated in its bid as soon as practicable (and in no event later than October 22, 2026);

e. expressly waive any claim or right to assert any substantial contribution administrative expense claim under section 503(b) of the Bankruptcy Code in connection with bidding for any of the Assets and/or otherwise participating in the Auction or the Sale process;

f. not contain any financing contingencies of any kind;

g. state whether the Prospective Bidder intends to offer future employment to any of the Debtors' employees and, if so, to whom;

h. certify that the Prospective Bidder did not collude with any other bidders and is not otherwise a partnership, joint venture, or other entity in which more than one bidder (or any affiliates of a bidder) has a direct or indirect interest, unless consented to in writing by the Debtors;

i. include a covenant to comply with the terms of these Bidding Procedures and the Bidding Procedures Order; and

j. contain such other information as may be reasonably requested by the Debtors.

B. Bid Review Process

The Debtors will evaluate bids and, based upon their evaluation of the content of each bid, the Debtors may, as they deem appropriate in their reasonable business judgment and in a manner consistent with their fiduciary duties and applicable law, engage in negotiations with any Prospective Bidder for the purposes of (i) curing any deficiencies in a bid that prevents ~~them~~it from constituting a Qualified Bid, (ii) improving the terms of the Prospective Bidder's bid, or (iii) otherwise promoting a more competitive bidding and Auction process with the ultimate goal of maximizing the value of the Assets; provided that the Debtors shall not waive, amend, or modify any bid requirement set forth in Section VI.A in a manner that is adverse to the DIP ~~Secured~~Credit Parties or the Prepetition Secured Creditors without the express consent of the DIP Agent or the Prepetition Secured Creditors, as applicable.

In evaluating a bid, the Debtors may take into consideration any and all factors that the Debtors deem reasonably pertinent, including (i) the amount of the proposed purchase price and proposed form of consideration; (ii) any Assets included in, or excluded from, the bid, including any Contracts to be assumed and assigned; (iii) the value to be provided to the Debtors under the bid, including the net economic effect on the Debtors' estates (taking into account any Stalking Horse Bidder's rights with respect to any Bid Protections and the amounts necessary to fund a wind-down of the Debtors' estates); (iv) any benefits to the Debtors' estates from any assumption or waiver of liabilities contemplated by the bid; (v) the structure of the proposed sale transaction and any attendant execution risk, including conditions to, timing of, and certainty of closing; termination provisions; availability of financing and general financial wherewithal to meet all commitments; and any required governmental approvals; and (vi) the impact of the proposed sale transaction on the Debtors' employees, trade creditors, landlords, and any other parties-in-interest.

The Debtors will evaluate timely bids and will (i) after consultation with the Consultation Parties, determine which bids qualify as Qualified Bids, and subject to the express consent of the DIP Agent, which Qualified Bid has been selected as the Baseline Bid and (ii) notify bidders whether they are Qualified Bidders as soon as commercially reasonable following the Bid Deadline. A Qualified Bidder shall not (without the consent of the Debtors), modify, amend, or withdraw its Qualified Bid, unless for the purposes of increasing the purchase price or otherwise

improving the terms of the Qualified Bid, as determined by the Debtors in their reasonable business judgment.

C. Qualified Bidders

A (a) bid received for the Assets that the Debtors determine satisfies the requirements set forth in Sections V and VI.A above and (b) credit bid by the DIP ~~Secured~~Credit Parties and/or Prepetition Secured Creditors will in each case qualify as a "Qualified Bid," and (a) any bidder that submits a Qualified Bid and (b) the DIP ~~Secured~~Credit Parties and the Prepetition Secured ~~Parties~~Creditors will in each case qualify as a "Qualified Bidder."

The Debtors may, in their reasonable business judgment, in a manner consistent with their fiduciary duties and applicable law, amend or waive the conditions precedent to qualifying as a Qualified Bidder~~,~~; provided that the Debtors may not amend or waive any terms or conditions that are subject to the consent of the DIP Agent without the DIP Agent's prior written consent.

D. Bid Protections

Other than any Bid Protections approved by the Court in connection with a Stalking Horse Bid, if any, no bidder or any other party shall be entitled to any termination or "break-up" fee, expense reimbursement, or any other bidding protection in connection with the submission of a bid for the Assets or otherwise participating in the Auction or the sale process.

VII. THE AUCTION

If the Debtors receive more than one Qualified Bid (including a combination of bids that, when considered together, constitute a Qualified Bid) for the Assets, the Debtors will conduct an Auction for the Assets. If any Stalking Horse Bid is the only Qualified Bid received in respect of the Assets, the Debtors will not conduct an Auction for the Assets and will seek approval of such Stalking Horse Bid at the Sale Hearing. If the Debtors determine not to hold an Auction, within one day of making the determination, the Debtors will file with the Court, serve on parties in interest, and cause to be published on the Epiq Website within one day of making the determination, a notice containing the following information, as applicable: (i) a statement that the Auction for the Assets has been canceled; (ii) the identity of the Successful Bidder; (iii) a copy of the Successful Bid or a summary of the material terms of such bid, including any assumption and assignment of Contracts contemplated thereby, or provide instructions for accessing the Successful Bid free of charge from the Epiq Website; and (iv) the date, time, and location of the Sale Hearing.

The Auction, if required, will be conducted on **October 6, 2026, at 10:00 a.m. (prevailing Eastern Time)**, either (i) at the offices of Cole Schotz P.C., 500 Delaware Avenue Suite 600 Wilmington, DE 19801, or (ii) virtually or at such other date, time or location as designated by the Debtors, after consulting with the Consultation Parties. If the Debtors conduct the Auction virtually, the Debtors will provide instructions setting forth how to attend the Auction to the participants and other attendees via electronic mail. The Debtors will provide notice (via electronic mail or otherwise) of any change in the date, time or location of the Auction to Qualified Bidders and the Consultation Parties, and will cause publication of such change to occur on the Epiq Website.

If held, the Auction proceedings will be transcribed and/or video recorded.

A. Participants and Attendees

Any creditor of the Debtors shall be permitted to attend the Auction, subject to other limitations as may be reasonably imposed by the Debtors in accordance with these Bidding Procedures. Qualified Bidders participating in the Auction must attend the Auction personally or through a duly authorized representative. Subject to the Auction procedures set forth in Section VII.B, all Qualified Bidders and the Consultation Parties are permitted to attend the Auction; *provided* that the Debtors may, in their sole discretion, establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of a Qualified Bidder or otherwise attend the Auction.

Each Qualified Bidder participating in the Auction will be required to confirm in writing and on the record at the Auction that (i) it has not engaged in any collusion with respect to the Auction or the submission of any bid for any of the Assets and (ii) its Qualified Bid that gained the Qualified Bidder admission to participate in the Auction and each Qualified Bid submitted by the Qualified Bidder at the Auction is a binding, good-faith, and *bona fide* offer to purchase the Assets identified in such bids.

All Prospective Bidders and Qualified Bidders (including any Stalking Horse Bidder, Successful Bidder, and Backup Bidder) shall be deemed to have (i) agreed that all proceedings in the Court related to these Bidding Procedures, the Auction, any other relief requested in the Motion or granted pursuant to the Bidding Procedures Order, or the construction or enforcement of any agreement or any other document directly relating to the sale transaction are core proceedings as described in 28 U.S.C. § 157; (ii) waived any right to a jury trial in connection with any disputes relating to these Bidding Procedures, the Auction, or the construction or enforcement of any agreement or any other document directly relating to the sale transaction; and (iii) consented to the entry of a final order or judgment by the Court in connection with any disputes relating to these Bidding Procedures, the Auction, or the construction or enforcement of any agreement or any other document relating directly to the sale transaction, if it is determined that the Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the relevant parties.

B. Auction Procedures

The Auction shall be governed by the following procedures, subject to the Debtors' right to modify such procedures in their reasonable business judgment (in a manner consistent with their fiduciary duties and in consultation with the Consultation Parties):

1. Baseline Bids. Prior to the commencement of the Auction, the Debtors will determine, in their reasonable business judgment (and in consultation with the Consultation Parties and subject to the express consent of the DIP Agent) the highest and/or best Qualified Bid submitted for the Assets (such Qualified Bid, a "Baseline Bid"). Bidding at the Auction shall commence at the amount of the Baseline Bid. **No later than October 5, 2026 at 5:00 p.m. (prevailing Eastern Time)**, the Debtors will provide all Qualified

Bidders with (a) a notice identifying all the Qualified Bidders and which Qualified Bid is the Baseline Bid; and (b) a copy of the Baseline Bid.

2. Minimum Overbid. Bidding shall commence at the Baseline Bid. The first overbid at the Auction shall be in an amount not less than the amount of the Baseline Bid plus the Minimum Overbid. In consultation with Consultation Parties, the Minimum Overbid amount will be determined based on the Qualified Bids received and the assets contemplated being sold (the "Minimum Overbid"). At each round of bidding, Qualified Bidders may submit successive bids higher than the Leading Bid (as defined below) from the prior round. During the Auction, the Debtors may, in their reasonable discretion and in consultation with the Consultation Parties, announce increases or reductions to Minimum Overbids at any time; provided that any reduction of a Minimum Overbid shall be subject to the express consent of the DIP Agent. For the avoidance of doubt, a Credit Bid may be increased at the Auction on a dollar-for-dollar basis by additional credit bid amounts, and no credit bidder shall be required to include cash consideration in any overbid except as required by section 363(k) of the Bankruptcy Code or the DIP Order.

   Except as specifically set forth herein, for the purpose of evaluating the value of the consideration provided by any bid subsequent to the Baseline Bid, the Debtors will, at each round of bidding, consider and/or give effect to (a) any Bid Protections payable to any Stalking Horse Bidder under the Stalking Horse Agreement; (b) any additional liabilities to be assumed by a Qualified Bidder under the bid, including whether such liabilities are secured or unsecured; and (c) any additional costs that may be imposed on the Debtors.

3. Leading Bid. After the first round of bidding and between each subsequent round of bidding, in consultation with the Consultation Parties, the Debtors will announce the bid that they believe, subject to the prior written consent of the DIP Agent (in its sole discretion), to be the highest or otherwise best offer for the Assets (such bid, a "Leading Bid") and describe the material terms thereof. Each round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a subsequent bid with full knowledge of the material terms of the Leading Bid.

   The Auction will include open bidding in the presence of all other Qualified Bidders. Each Qualified Bidder shall have the right to be present for all rounds of bidding and to submit additional bids and make modifications to its Proposed Asset Purchase Agreement at the Auction to improve its bid. The Debtors may, in their reasonable business judgment, negotiate with any and all Qualified Bidders participating in the Auction.

   The Debtors shall have the right to determine, in their reasonable business judgment after consultation with the Consultation Parties, subject to the

prior written consent of the DIP Agent (in its sole discretion), which bid is the highest or otherwise best bid with respect to the Assets and, after consultation with the Consultation Parties, reject, at any time, without liability, any bid that the Debtors deem to be inadequate or insufficient, not in conformity with the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, these Bidding Procedures, any order of the Court, or the best interests of the Debtors and their estates.

C. Auction Results

1. Successful Bids. Immediately prior to the conclusion of the Auction, the Debtors will (a) determine, consistent with these Bidding Procedures and in consultation with the Consultation Parties, subject to the prior written consent of the DIP Agent (in its sole discretion), which Qualified Bid constitutes the highest or otherwise best bid (such bid, a "Successful Bid") and (b) notify all Qualified Bidders at the Auction of the identity of the bidder that submitted the Successful Bid (such bidder, a "Successful Bidder") and the amount of the purchase price and other material terms of the Successful Bid. Notwithstanding anything contained herein to the contrary and for the avoidance of doubt, selection of the Successful Bidder and approval of the ultimate sale transaction or transactions will require the prior written approval of the DIP Agent (in its sole discretion).

2. Backup Bids. Immediately prior to the conclusion of the Auction, the Debtors will (a) determine, in a manner consistent with these Bidding Procedures and in consultation with the Consultation Parties, subject to the prior written consent of the DIP Agent (in its sole discretion), which Qualified Bid, other than any Credit Bid, is the Backup Bid; and (b) notify all Qualified Bidders at the Auction of the identity of the Backup Bidder and the amount of the purchase price and other material terms of the Backup Bid.

   Except as may otherwise be provided in any Stalking Horse Agreement, a Backup Bid will remain binding on the applicable Backup Bidder until the later of (a) the first business day after the closing of the sale transaction with the Successful Bidder for the Assets and (b) 30 days after the Sale Hearing (such date, the "Backup Bid Expiration Date"). If the sale transaction with the Successful Bidder is terminated prior to the Backup Bid Expiration Date, the Backup Bidder shall be deemed the new Successful Bidder for the Assets and shall be obligated to consummate the Backup Bid as if it were the Successful Bid at the Auction; *provided* that the Debtors may, in their reasonable business judgment (after providing notice to the Sale Notice Parties and after consultation with the Consultation Parties, subject to the express consent of the DIP Agent)~~,~~ elect not to pursue the sale transaction contemplated by the Backup Bid.

3. Notice of Auction Results. Within one ~~business~~ day after the conclusion of the Auction, the Debtors will file with the Court, serve on parties in interest, and cause to be published on the Epiq Website, a notice setting forth the results of the Auction (the "Notice of Auction Results"), which will (a) identify each Successful Bidder and the Backup Bidder; (b) include a copy of each Successful Bid and the Backup Bid or a summary of the material terms of such bids, or provide instructions for accessing each Successful Bid and the Backup Bid free of charge from the Epiq Website; and (c) set forth the ~~Supplemental~~ Sale Objection Deadline (as defined in Section X.D below), the date, time, and location of the Sale Hearing and any other relevant dates or other information necessary to reasonably apprise parties in interest of the outcome of the Auction.

D. Good Faith Deposit

1. Prospective Bidders. Within five business days after the Debtors make final determinations as to which Prospective Bidders qualify as Qualified Bidders, the Escrow Agent shall return to each Prospective Bidder that did not qualify as a Qualified Bidder, as confirmed by the Debtors, such Prospective Bidder's Good Faith Deposit. Upon the authorized return of a Prospective Bidder's Good Faith Deposit in accordance with this Section VII.D, the bid of such Prospective Bidder shall be deemed terminated and no longer binding against the Prospective Bidder.

2. Qualified Bidders.

   a. Forfeiture of Good Faith Deposit. The Good Faith Deposit of a Qualified Bidder shall be forfeited if the Qualified Bidder attempts to withdraw its Qualified Bid, except as may be permitted by these Bidding Procedures, during the time the Qualified Bid remains binding and irrevocable under these Bidding Procedures. The Debtors and their estates shall be entitled to retain the Qualified Bidder's Good Faith Deposit as partial compensation for the damages caused to the Debtors and their estates as a result of the Qualified Bidder's failure to adhere to the terms of these Bidding Procedures and/or the relevant Qualified Bid. If a Qualified Bidder's Good Faith Deposit is deemed forfeited, the Escrow Agent shall release such Good Faith Deposit by wire transfer of immediately available funds to an account designated by the Debtors within two business days after the Escrow Agent receives written notice by an authorized officer of the Debtors stating that the applicable Qualified Bidder has breached or otherwise failed to satisfy its obligations in accordance with these Bidding Procedures and the applicable Qualified Bid.

   b. Return of Good Faith Deposit. With the exception of the Good Faith Deposits of the Successful Bidder and the Backup Bidder, the

Escrow Agent shall return to any other Qualified Bidder the Qualified Bidder's Good Faith Deposit, within 10 business days after the conclusion of the Auction for the Assets.

c. Backup Bidder. Unless the Backup Bidder becomes the Successful Bidder, the Escrow Agent shall return the Backup Bidder's Good Faith Deposit, within 10 business days after the occurrence of the applicable Backup Bid Expiration Date; *provided*, *however*, if the Backup Bidder becomes the Successful Bidder, its Good Faith Deposit shall be forfeited if it fails to consummate the sale transaction because of a breach that entitles the Debtors to terminate the applicable asset purchase agreement with such Backup Bidder, and the Debtors and their estates shall be entitled to retain the Backup Bidder's Good Faith Deposit as partial compensation for the damages caused to the Debtors and their estates as a result of such breach. If a Backup Bidder's Good Faith Deposit is deemed forfeited, the Escrow Agent shall release such Good Faith Deposit by wire transfer of immediately available funds to an account designated by the Debtors within two business days after the Escrow Agent receives written notice by an authorized officer of the Debtors stating that the applicable Backup Bidder has breached or otherwise failed to satisfy its obligations in accordance with these Bidding Procedures and the applicable Backup Bidder.

d. Successful Bidder. At the closing of the sale transaction, the Successful Bidder shall be entitled to a credit against the purchase price in the amount of the Successful Bidder's Good Faith Deposit. The Good Faith Deposit of a Successful Bidder shall be forfeited if the Successful Bidder fails to consummate the sale transaction because of a breach that entitles the Debtors to terminate the applicable asset purchase agreement with such Successful Bidder, and the Debtors and their estates shall be entitled to retain the Successful Bidder's Good Faith Deposit as partial compensation for the damages caused to the Debtors and their estates as a result of such breach. If a Successful Bidder's Good Faith Deposit is deemed forfeited, the Escrow Agent shall release such Good Faith Deposit by wire transfer of immediately available funds to an account designated by the Debtors within two business days after the Escrow Agent receives written notice by an authorized officer of the Debtors stating that the Successful Bidder has breached or otherwise failed to satisfy its obligations in accordance with these Bidding Procedures and the Successful Bid.

VIII. SALE HEARING

The Successful Bid (including any Backup Bid that is subsequently deemed a Successful Bid) will be subject to Court approval. The hearing to approve the sale transaction consummated

in accordance with these Bidding Procedures (except in the case of the sale transaction contemplated by a Backup Bid that subsequently is deemed a Successful Bid) shall take place on **October 14, 2026, at ~~[●] [●]~~9:30 a.m. (prevailing Eastern Time)** (the "Sale Hearing") before the Honorable ~~[●]~~Craig T. Goldblatt, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 N. Market Street, Wilmington, Delaware 19801.

At the Sale Hearing, the Debtors will seek entry of an order (a "Sale Order") approving, among other things, the sale of the Assets to the Successful Bidder. If necessary, upon entry of the Sale Order the Debtors will seek entry of a recognition order in the Debtors' Companies' Creditors Arrangement Act recognition proceeding by the Ontario Superior Court of Justice.

The Debtors may, in their reasonable business judgment (after consulting with the Consultation Parties and the Successful Bidder), and subject to the express consent of the DIP Agent, adjourn or reschedule the Sale Hearing with sufficient notice to the Sale Notice Parties, including by announcing such adjournment or rescheduling at the Auction or in Court on the date of the originally scheduled Sale Hearing.

The Debtors' presentation to the Court for approval of a selected Qualified Bid as a Successful Bid does not constitute the Debtors' acceptance of such bid. The Debtors will have accepted a Successful Bid only when such Successful Bid has been approved by the Court at the Sale Hearing.

IX. RESERVATION OF RIGHTS TO MODIFY BIDDING PROCEDURES

The Debtors reserve the right to, in their reasonable business judgment, after consultation with the Consultation Parties and in a manner consistent with their fiduciary duties and applicable law, (i) modify these Bidding Procedures, including to, among other things, extend or waive deadlines or other terms and conditions set forth herein; adopt new rules and procedures for conducting the bidding and Auction process so long as any such modifications are disclosed to all Prospective Bidders and Qualified Bidders, as applicable; or (ii) otherwise modify these Bidding Procedures to further promote competitive bidding for and maximizing the value of the Assets, in each case, to the extent not materially inconsistent with these Bidding Procedures or the Bidding Procedures Order; *provided*, that the Debtors shall not extend, waive, or modify, without the express consent of the DIP Agent and the Prepetition Agents (as applicable), any date or deadline set forth in Section II above, or modify these Bidding Procedures in any manner that is adverse to the DIP ~~Secured~~Credit Parties or the Prepetition Secured Creditors.

X. NOTICING

A. Bid Notice Parties

Qualified Bids must be submitted in writing to the following parties (collectively, the "Bid Notice Parties"):

- Counsel for the Debtors: Cole Schotz P.C., 500 Delaware Avenue Suite 600 Wilmington, DE 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com);

- the Debtors' investment banker: SSG Advisors, LLC, Attn: Neil Gupta (ngupta@ssgca.com); Teresa C. Kohl (tkohl@ssgca.com); J. Scott Victor (jsvictor@ssgca.com);

- counsel to the DIP ~~Secured Parties~~Agent and the Prepetition ~~Secured Parties~~ABL Agent: Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com);

- co-counsel to the Prepetition Term Loan Secured Parties: Proskauer Rose LLP, Eleven Times Square, New York, New York 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com) and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Matthew B. McGuire (mcguire@lrclaw.com); and

- counsel ~~for any~~to the official committee of unsecured creditors appointed in these Chapter 11 Cases (the "Creditors' Committee")~~.~~: Kelley Drye & Warren LLP, 3 World Trade Center, 175 Greenwich Street, New York, New York 10007, Attn: Eric R. Wilson (ewilson@kelleydrye.com), Jason R. Adams (jadams@kelleydrye.com) and Maeghan J. McLoughlin (mmcloughlin@kelleydrye.com), and Raines Feldman Littrell LLP, 824 North Market Street, Suite 805, Wilmington, DE 19801, Attn: Matthew P. Milana (mmilana@raineslaw.com).

B. Sale Notice Parties

The "Sale Notice Parties" shall include the following persons and entities:

- the Consultation Parties (as applicable);

- counsel to any Stalking Horse Bidder;

- counsel to the Creditors' Committee;

- all persons and entities known by the Debtors to have asserted any lien, claim, interest, or encumbrance in the Assets (for whom identifying information and addresses are available to the Debtor);

- all relevant non-debtor parties (each, a "Counterparty") to any Contract that may be assumed or rejected in connection with the sale transaction, and their counsel (if known);

- all of the Debtors' known creditors (for whom identifying information and addresses are known to the Debtors);
- any governmental authority known to have a claim against the Debtors in these Chapter 11 Cases;
- the office of the U.S. Trustee;
- all applicable federal, state, and local taxing authorities, including the Internal Revenue Service;
- the United States Attorney's Office for the District of Delaware;
- United States Attorney General's Office for the District of Delaware;
- the Office of the Attorney General and the Secretary of State in each state in which the Debtors operate;
- the Antitrust Division of the United States Department of Justice;
- the Federal Trade Commission;
- ~~counsel for any official committee of unsecured creditors appointed in these Chapter 11 Cases (the "Creditors' Committee");~~
- the Information Officer appointed in the Recognition Proceedings;
- all of the parties entitled to notice pursuant to Bankruptcy Rule 2002; and
- all other parties as directed by the Court.

C. Sale Notice

Within two business days after the entry of the Bidding Procedures Order, the Debtors will file with the Court, serve on the Sale Notice Parties, and cause to be published on the Epiq Website a notice (the "Sale Notice") setting forth (A) a description of the Assets available for sale in accordance with these Bidding Procedures; (B) the date, time, and location of the Auction and Sale Hearing; (C) the Sale Objection Deadline ~~and Supplemental Sale Objection Deadline (each~~ (as defined in Section X.D below) and the procedures for filing such objections; and (D) if applicable, a summary of the material terms of any Stalking Horse Agreement, including the terms and conditions of any Bid Protections ~~provided~~ to be provided thereunder, as of the date of the Sale Notice.

D. Sale Objections ~~and Supplemental Sale Objections~~

~~Except objections to the conduct of the Auction, the Successful Bidder or the Backup Bidder, (other than the identity of any Stalking Horse Bidder), a~~All objections to a sale of the Assets~~, including (i) any objection to a sale of the Assets free and clear of all liens, claims, interests,~~

~~and encumbrances pursuant to section 363(f) of the Bankruptcy Code and (ii) entry of any Sale Order~~ (each such objection, a "Sale Objection") shall, by no later than **October ~~1~~12, 2026, at 4:00 p.m. (prevailing Eastern Time)** (the "Sale Objection Deadline"), be filed with the Court and served on the following parties (collectively, the "Objection Notice Parties"):

- Counsel for the Debtors: Cole Schotz P.C., 500 Delaware Avenue Suite 600 Wilmington, DE 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com);

- counsel to the DIP ~~Secured Parties~~Agent and the Prepetition ~~Secured Parties~~ABL Agent: Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com);

- co-counsel to the Prepetition Term Loan Secured Parties: Proskauer Rose LLP, Eleven Times Square, New York, New York 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com) and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Matthew B. McGuire (mcguire@lrclaw.com);

- counsel ~~for any Creditors' Committee~~to the Creditors' Committee: Kelley Drye & Warren LLP, 3 World Trade Center, 175 Greenwich Street, New York, New York 10007, Attn: Eric R. Wilson (ewilson@kelleydrye.com), Jason R. Adams (jadams@kelleydrye.com) and Maeghan J. McLoughlin (mmcloughlin@kelleydrye.com), and Raines Feldman Littrell LLP, 824 North Market Street, Suite 805, Wilmington, DE 19801, Attn: Matthew P. Milana (mmilana@raineslaw.com);

- the Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Jane Leamy (jane.m.leamy@usdoj.gov);

- if applicable, counsel for any Stalking Horse Bidder or relevant Successful Bidder; and

- if applicable, counsel for any relevant Backup Bidder(s).

~~Following service of the Notice of Auction Results, Sale Notice Parties may object solely with respect to the conduct of the Auction and/or the Successful Bidder or Backup Bidder, in each case other than any Stalking Horse Bidder (each such objection, a "Supplemental Sale Objection") by **October 12, 2026 at 4:00 p.m. (prevailing Eastern Time)** (the "Supplemental Sale Objection Deadline").~~

E. Notices Regarding Assumption and Assignment of Contracts

The Debtors will provide all notices regarding the proposed assumption and assignment of Contracts in accordance with the Assumption and Assignment Procedures set forth in the Bidding Procedures Order.

XI. CONSULTATION BY THE DEBTORS

Throughout the Sale process, the Debtors and their advisors will consult with the following parties (collectively, the "Consultation Parties"), as provided in these Bidding Procedures, or as is otherwise necessary or appropriate, as determined in the Debtors' business judgment: (i) the DIP Agent (ii) the Prepetition Term Loan Secured Parties and (iii) the Creditors' Committee. ~~(if appointed).~~

The Debtors shall consult with the Consultation Parties in good faith regarding the sale process, any diligence and other information requested by the Consultation Parties, and the Debtors will provide to the Consultation Parties reports concerning the sale process, including parties contacted, buyer feedback, copies of all letters of intent, drafts of definitive agreements and updates on proposals. For the avoidance of doubt, the Debtors shall consult with the Consultation Parties on the selection of the Baseline Bid, how the Auction is conducted, any additional Auction procedures, adjourning the Auction, and selecting the Successful Bidder and the Backup Bidder.

Notwithstanding the foregoing, the Debtors will not consult with or provide copies of any bids or other confidential information to any Consultation Party or any insider or affiliate of the Debtors if such party is an active bidder or Prospective Bidder for the Assets ~~at the applicable time~~, including a Credit Bid or a Stalking Horse Bid, unless and until such party unequivocally revokes its Bid in writing and waives its right to continue in the bidding process. Upon any Consultation Party's claims (as applicable) being indefeasibly paid in full in cash, such Consultation Party shall immediately no longer be a Consultation Party under these Bidding Procedures and the Bidding Procedures Order. If a member of an official committee appointed in these Chapter 11 Cases submits a Qualified Bid for the Assets, the applicable committee will maintain its consultation rights as a Consultation Party, *provided* that such committee excludes the bidding committee member from any discussions or deliberations regarding a transaction involving the relevant Assets, and shall not provide any confidential information regarding the Assets or otherwise involving the Sale process to such bidding committee member.

For the avoidance of doubt, any consultation rights afforded to the Consultation Parties by these Bidding Procedures or the Bidding Procedures Order shall not in any way limit the Debtors' discretion and shall not include the right to veto any decision made by the Debtors in the exercise of their reasonable business judgment, provided that the Debtors may not modify any terms or conditions of the Bidding Procedures that require the express consent of the DIP Agent without the DIP Agent's prior written consent; provided that the DIP Agent shall not have consent or consultation rights if it submits a Bid, including a Credit Bid, for the Assets, unless and until such party unequivocally revokes its Bid in writing and waives its right to continue in the bidding process .

Exhibit 2

Sale Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (~~—~~CTG)
Debtors.[1]	(Jointly ~~Administration Requested~~Administered)

NOTICE OF SALE, BIDDING PROCEDURES, AUCTION,
SALE HEARING AND OTHER DEADLINES RELATED THERETO

PLEASE TAKE NOTICE OF THE FOLLOWING:

On August 18, 2026, the above-captioned debtors and debtors in possession (the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") filed with the United States Bankruptcy Court for the District of Delaware (the "Court") a motion [Docket No. ●] (the "Motion") seeking entry of (a) an order (the "Bidding Procedures Order") (i) approving bidding procedures (the "Bidding Procedures")[2] to be used in connection with the sale (each, a "Sale") of all, substantially all, or a portion of the Debtors' assets (the "Assets"); (ii) authorizing the Debtors to designate a Stalking Horse Bidder and provide Bid Protections in accordance with the Stalking Horse Designation Procedures; (iii) scheduling (A) an auction of the Assets (the "Auction") on and (B) a final hearing to consider approval of the proposed Sale (the "Sale Hearing"); (iv) approving the form and manner of notice of the Bidding Procedures, the Auction and the Sale Hearing; (v) approving procedures for the assumption and assignment of executory contracts and unexpired leases (collectively, the "Contracts") in connection with the Sale; (vi) approving the form and manner of notice to each relevant non-debtor counterparty to a Contract of the Debtors' calculation of the amount necessary to cure any defaults under an applicable Contract and certain other information regarding the potential assumption and assignment of Contracts in connection with a Sale; and (vii) granting related relief; and (b) an order (the "Sale Order") (i) authorizing the

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[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors, LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Motion or the Bidding Procedures, as applicable. Any summary of the Bidding Procedures or the Bidding Procedures Order (or any provision thereof) contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any inconsistency between any summary in this Sale Notice and the terms and conditions of either of the Bidding Procedures or the Bidding Procedures Order, the actual terms and conditions in those documents shall control.

sale of the Assets free and clear of all liens, claims, interests and encumbrances, except certain permitted encumbrances as determined by the Debtors and any Successful Bidder (as defined in Section VII.C.1 of the Bidding Procedures), with, subject to paragraph [●] (the challenge period) of the DIP Order, the DIP Liens, Adequate Protection Liens, Prepetition Liens and Permitted Prior Liens (if any) to attach to the proceeds of the Sale; (ii) authorizing the assumption and assignment of certain Contracts in connection with approved Sale; and (iii) granting related relief.

On [●], 2026, the Court entered the Bidding Procedures Order [Docket No. [●]].

On [●], 2026, the Ontario Superior Court of Justice (Commercial List), granted an order (the "Bidding Procedures Recognition Order") recognizing and enforcing the Bidding Procedures Order in Canada.

ASSETS FOR SALE

The Debtors intend to sell all, substantially all, or a portion of their Assets.

A Prospective Bidder (as defined in Section III of the Bidding Procedures) may bid on the Assets, subject to the conditions set forth herein.

The ability to undertake and consummate a sale of the Assets shall be subject to competitive bidding, as set forth herein, and approval by the Court. In addition to any Stalking Horse Bid (as defined in the Motion), and as set forth herein, the Debtors will consider bids for the Assets from other parties.

Any party interested in submitting a bid for any of the Debtors' Assets should contact the Debtors' investment banker:

SSG Advisors, LLC
Neil Gupta (ngupta@ssgca.com)
Teresa C. Kohl (tkohl@ssgca.com)
J. Scott Victor (jsvictor@ssgca.com)

KEY DATES AND DEADLINES

A. Bid Deadline

Any Prospective Bidder that intends to participate in the Auction must submit in writing to the Bid Notice Parties a Qualified Bid (as defined in Section VI.A of the Bidding Procedures) **on or before October 2, 2026, at 4:00 p.m. (prevailing Eastern Time)** (the "Bid Deadline").

The Qualified Bid requirements are set forth in Sections VI.A of the Bidding Procedures.

B. Auction

If the Debtors receive more than one Qualified Bid (including a combination of bids that, when considered together, constitute a Qualified Bid) for the Assets, the Debtors will conduct an Auction for the Assets. If any Stalking Horse Bid is the only Qualified Bid received in respect of

the Assets subject to such Stalking Horse Bid, the Debtors will not conduct an Auction for such applicable Assets and will seek approval of such Stalking Horse Bid at the Sale Hearing.

The Auction, if required, will be conducted on **October 6, 2026, at 10:00 a.m. (prevailing Eastern Time)**, either (i) at the offices of Cole Schotz P.C., 500 Delaware Avenue Suite 600 Wilmington, DE 19801, or (ii) virtually or at such other date, time or location as designated by the Debtors. If the Debtors conduct the Auction virtually, the Debtors will provide instructions setting forth how to attend the Auction to the participants and other attendees via electronic mail. The Debtors will provide notice (via electronic mail or otherwise) of any change in the date, time or location of the Auction to Qualified Bidders, and will cause publication of such change to occur on the website maintained by Epiq Corporate Restructuring, LLC, the Debtors' claims and noticing agent in these Chapter 11 Cases, located at https://dm.epiq11.com/BFGSupply (the "Epiq Website").

One ~~business~~ day after the conclusion of the Auction, the Debtors will file with the Court, serve on parties in interest and cause to be published on the Epiq Website, a notice of the results of the Auction, which will, among other things, (A) identify the Successful Bidder and Backup Bidder(s); (B) either include a copy of the Successful Bid and the Backup Bid or a summary of the material terms of such bids, including any assumption and assignment of Contracts contemplated thereby, or provide instructions for accessing the Successful Bid and the Backup Bid free of charge from the Epiq Website; and (C) set forth the date, time, and location of the Sale Hearing and any other relevant dates or other information necessary to reasonably apprise the Sale Notice Parties of the outcome of the Auction.

If the Debtors determine not to hold an Auction for some or all of the Assets, the Debtors shall file with the Court, serve on parties in interest, and cause to be published on the Epiq Website within one day of making the determination, a notice containing the following information (as applicable): (a) a statement that the Auction for the relevant Assets has been canceled; (b) the identity of the Successful Bidder; (c) either include a copy of the Successful Bid or a summary of the material terms of such bid, including any assumption and assignment of Contracts contemplated thereby, or provide instructions for accessing the Successful Bid free of charge from the Epiq Website; and (d) the date, time, and location of the Sale Hearing.

C. Objection Deadlines

1. Sale Objection Deadline. Except objections to the conduct of the Auction, the Successful Bidder or the Backup Bidder (other than the identity of any Stalking Horse Bidder), all objections to a sale of the Assets, including (a) any objection to a sale of the Assets free and clear of all liens, claims, interests and encumbrances pursuant to section 363(f) of the Bankruptcy Code and (b) entry of any Sale Order must be (i) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; and (ii) filed with the Court by **no later than October ~~1~~12, 2026, at 4:00 p.m. (prevailing Eastern Time)** and served on the following parties (collectively, the "Objection Notice Parties").

- Counsel for the Debtors: Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, DE 19801~~, Cole Schotz P.C.~~, Attn: Justin R. Alberto (jalberto@coleschotz.com);

- counsel to the DIP ~~Secured Parties~~Agent and the Prepetition ~~Secured Parties~~ABL Agent: Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com);

- co-counsel to the Prepetition Term Loan Secured Parties: Proskauer Rose LLP, Eleven Times Square, New York, New York 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com) and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Matthew B. McGuire (mcguire@lrclaw.com);

- counsel for ~~any Creditors' Committee;~~the Creditors' Committee: Kelley Drye & Warren LLP, 3 World Trade Center, 175 Greenwich Street, New York, New York 10007, Attn: Eric R. Wilson (ewilson@kelleydrye.com), Jason R. Adams (jadams@kelleydrye.com) and Maeghan J. McLoughlin (mmcloughlin@kelleydrye.com), and Raines Feldman Littrell LLP, 824 North Market Street, Suite 805, Wilmington, DE 19801, Attn: Matthew P. Milana (mmilana@raineslaw.com);

- Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Jane Leamy (jane.m.leamy@usdoj.gov);

- if applicable, counsel for any Stalking Horse Bidder or relevant Successful Bidder; and

- if applicable, counsel for any relevant Backup Bidder(s).

~~2. Supplemental Sale Objection Deadline. Following service of the Notice of Auction Results, parties may object solely with respect to the conduct of the Auction, the Successful Bidder, the Backup Bidder, or the Sale to the Successful Bidder or the Backup Bidder, in each case other than any Stalking Horse Bidder. Any Supplemental Sale Objection must be (a) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; and (b) filed with the Court by no later than **October 12, 2026, at 4:00 p.m. (prevailing Eastern Time)** (the "Supplemental Sale Objection Deadline") and served on the Objection Notice Parties.~~

D. Sale Hearing

The Sale Hearing shall take place on ~~[~~**October 14**~~]~~**, 2026, at ~~[●] [●]~~9:30 a.m. (prevailing Eastern Time)** before The Honorable ~~[●]~~Craig T. Goldblatt, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 N. Market Street, Wilmington, Delaware 19801.

RESERVATION OF RIGHTS TO MODIFY BIDDING PROCEDURES

The Debtors reserve the right to, in their reasonable business judgment and after consultation with the Consultation Parties in a manner consistent with their fiduciary duties and applicable law, modify the Bidding Procedures, including to, among other things, extend or waive deadlines or other terms and conditions set forth therein; adopt new rules and procedures for conducting the bidding and Auction process so long as any such modifications are disclosed to all Prospective Bidders and Qualified Bidders, as applicable; or otherwise modify these Bidding Procedures to further promote competitive bidding for and maximizing the value of the Assets, in each case, to the extent not materially inconsistent with the Bidding Procedures or the Bidding Procedures Order.

ADDITIONAL INFORMATION

Copies of the Motion, the Bidding Procedures Order and the Bidding Procedures may be obtained free of charge by visiting the Epiq Website located at https://dm.epiq11.com/BFGSupply.

FAILURE TO ABIDE BY THE BIDDING PROCEDURES, THE BIDDING PROCEDURES ORDER OR ANY OTHER APPLICABLE ORDER OF THE COURT ENTERED IN THE CHAPTER 11 CASES MAY RESULT IN THE REJECTION OF YOUR BID AND YOUR DISQUALIFICATION FROM PARTICIPATING IN THE BIDDING FOR AND AUCTION OF ANY OF THE DEBTORS' ASSETS.

THE FAILURE OF ANY PERSON OR ENTITY TO FILE AND SERVE AN OBJECTION IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER, INCLUDING THE FAILURE TO FILE ANY SUCH OBJECTION BY THE APPLICABLE OBJECTION DEADLINE, SHALL FOREVER BAR SUCH PERSON OR ENTITY FROM ASSERTING, AT THE SALE HEARING OR THEREAFTER, ANY SUCH OBJECTION TO THE RELIEF REQUESTED IN THE MOTION, THE CONSUMMATION OF ANY APPLICABLE SALE, INCLUDING THE SALE OF ANY ASSETS TO A SUCCESSFUL BIDDER FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES PURSUANT TO SECTION 363(f) OF THE BANKRUPTCY CODE OR THE TERMS OF ANY STALKING HORSE AGREEMENT OR OTHER ASSET PURCHASE AGREEMENT EXECUTED BY THE DEBTORS.

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Dated: [●], 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ DRAFT

Justin R. Alberto (No. 5126)
Stacy L. Newman (No. 5044)
Carol E. Thompson (No. 6936)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
Email: jalberto@coleschotz.com
snewman@coleschotz.com
cthompson@coleschotz.com

Seth Van Aalten (admitted *pro hac vice* ~~pending~~)
Sarah A. Carnes (admitted *pro hac vice* ~~pending~~)
Michael A. Solimani (admitted *pro hac vice* ~~pending~~)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
Email: svanaalten@coleschotz.com
scarnes@coleschotz.com
msolimani@coleschotz.com

Proposed Counsel for Debtors
and Debtors in Possession

Exhibit 3

~~**Assumption and Assignment**~~

Stalking Horse Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11284 (~~—~~CTG) (Jointly ~~Administration Requested~~Administered)

NOTICE OF DESIGNATION OF STALKING HORSE BIDDER

PLEASE TAKE NOTICE OF THE FOLLOWING:

On August 18, 2026, the United States Bankruptcy Court for the District of Delaware (the "Court") entered the *Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (II) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief* [Docket No. ●] (the "Bidding Procedures Order"),[2] by which which the Court approved procedures setting forth the process by which the Debtors are authorized to conduct a marketing and auction process for the sale or sales of the Debtors' Assets.

PLEASE TAKE FURTHER NOTICE that, the Bidding Procedures Order permitted to Debtors to offer one or more Bid Protections to any Stalking Horse Bidder, including break-up fees and/or reimbursement of expenses, if any, for documented, actual, and necessary expenses incurred by any Stalking Horse Bidder *provided*, that any break-up fee shall not exceed 3%.

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

---

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); ~~Bamboo~~BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors, LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

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

PLEASE TAKE FURTHER NOTICE that, consistent with the Bidding Procedures Order, the Stalking Horse Agreement provides for the following Bid Protections, including a break-up fee not to exceed 3%: [●].

[PLEASE TAKE FURTHER NOTICE that, the Debtors hereby disclose that the Stalking Horse Bidder has the following connections to the Debtors, other than those arising from the Stalking Horse Bid: [●].]

PLEASE TAKE FURTHER NOTICE that, any objection to the designation of the Stalking Horse Bidder or to the terms of the Bid Protections set forth herein and in the Stalking Horse Agreement shall be (i) filed **no later than five days after the filing of this Stalking Horse Notice** and (ii) (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (c) state, with specificity, the legal and factual bases thereof and (d) be filed with the Court and served on the Objection Notice Parties. If a timely Stalking Horse Objection is filed, the Debtors are authorized to seek an expedited hearing with respect to the Stalking Horse Objection on not less than three calendar days' notice.

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

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

PLEASE TAKE FURTHER NOTICE that, copies of all documents filed in these chapter 11 cases are available (i) free of charge at the website of Debtors' claims and noticing agent, Epiq Corporate Restructuring, LLC, https://dm.epiq11.com/bfgsupply or (ii) downloaded for a fee from the Court's website, www.deb.uscourts.gov. To access documents on the Court's website, you will need a PACER password and login which can be obtained at www.pacer.psc.uscourts.gov.

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Dated: [●], 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ DRAFT
Justin R. Alberto (No. 5126)
Stacy L. Newman (No. 5044)
Carol E. Thompson (No. 6936)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
Email: jalberto@coleschotz.com
snewman@coleschotz.com
cthompson@coleschotz.com

Seth Van Aalten (admitted *pro hac vice* ~~pending~~)
Sarah A. Carnes (admitted *pro hac vice* ~~pending~~)
Michael A. Solimani (admitted *pro hac vice* ~~pending~~)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
Email: svanaalten@coleschotz.com
scarnes@coleschotz.com
msolimani@coleschotz.com

Proposed Counsel for Debtors and Debtors in Possession

Schedule 1

Stalking Horse Agreement

Exhibit 4

Assumption and Assignment Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (CTG)
Debtors.[1]	(Jointly Administered)

NOTICE OF CURE COSTS AND POTENTIAL ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH SALE OF SUBSTANTIALLY ALL ASSETS

PLEASE TAKE NOTICE OF THE FOLLOWING:

On August 18, 2026, the above-captioned debtors and debtors in possession (the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") filed with the United States Bankruptcy Court for the District of Delaware (the "Court") a motion [Docket No. ●] (the "Motion") seeking entry of (a) an order (the "Bidding Procedures Order") (i) approving bidding procedures (the "Bidding Procedures")[2] to be used in connection with a sale (the "Sale") of all, substantially all, or a portion of the Debtors' assets (the "Assets"); (ii) authorizing the Debtors to designate a Stalking Horse Bidder and provide Bid Protections in accordance with the Stalking Horse Designation Procedures; (iii) scheduling (A) an auction of the Assets (the "Auction"), and (B) a final hearing to consider approval of the proposed Sale (the "Sale Hearing"); (iv) approving the form and manner of notice of the Bidding Procedures, the Auction and the Sale Hearing; (v) approving procedures for the assumption and assignment of executory contracts and unexpired leases (collectively, the "Contracts") in connection with any Sale; (vi) approving the form and manner of notice to each relevant non-debtor counterparty to a Contract of the Debtors' calculation of the amount necessary to cure any defaults under an applicable Contract (the "Cure Cost") and certain other information regarding the potential assumption and assignment of Contracts in connection with the Sale; and (vii) granting related relief; and (b) an order (the "Sale Order")

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors, LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Motion or the Bidding Procedures, as applicable. Any summary of the Bidding Procedures or the Bidding Procedures Order (or any provision thereof) contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any inconsistency between any summary in this Assumption and Assignment Notice and the terms and conditions of either of the Bidding Procedures or the Bidding Procedures Order, the actual terms and conditions in those documents shall control.

(i) authorizing the sale of the Assets free and clear of all liens, claims, interests and encumbrances, except certain permitted encumbrances as determined by the Debtors and any Successful Bidder (as defined in the Bidding Procedures), with, subject to paragraph [●] (the challenge period) of the DIP Order, the DIP Liens, Adequate Protection Liens, Prepetition Liens and Permitted Prior Liens (if any) to attach to the proceeds of the Sale; (ii) authorizing the assumption and assignment of certain Contracts in connection with the approved Sale; and (iii) granting related relief.

On [●], 2026, the Court entered the Bidding Procedures Order [Docket No. [●]].

On [●], 2026, the Ontario Superior Court of Justice (Commercial List), granted an order (the "Bidding Procedures Recognition Order") recognizing and enforcing the Bidding Procedures Order in Canada.

You are receiving this Notice because you may be a Counterparty to a Contract of the Debtors that may be assumed and assigned to the Successful Bidder for the Debtors' Assets.

CURE COSTS

In accordance with the Assumption and Assignment Procedures and the Bidding Procedures Order, the Debtors may, in connection with the Sale with the Successful Bidder at the Auction, seek to assume and assign to the Successful Bidder certain of their Contracts. Each of the Contracts that potentially could be assumed and assigned in connection with the Sale, together with the Debtors' calculation of Cure Costs with respect to such Contracts, is set forth on **Schedule 1** hereto. The inclusion of any Contract on **Schedule 1** does not constitute an admission by the Debtors, any Stalking Horse Bidder, any Successful Bidder, or any other party that such Contract is an executory contract or an unexpired lease within the meaning of the Bankruptcy Code or require or guarantee that such Contract ultimately will be assumed or assigned. All rights of the Debtors with respect thereto are reserved.

In addition, to the extent that any of the Cure Costs set forth on **Schedule 1** do not reflect (i) postpetition payments that have been made by the Debtors in respect of applicable Cure Costs or (ii) any payments that are made by the Debtors in respect of such Cure Costs after the filing of this Notice, the respective amounts required to be paid to cure any existing defaults under the applicable Contracts shall be reduced by any such corresponding postpetition payments, and the Debtors reserve their right to update the Cure Costs set forth on **Schedule 1** accordingly, either by filing a supplemental notice with the Court or by written notice to the applicable Counterparty.

CURE OBJECTIONS

A. Cure Objection Deadline

Any Counterparty that wishes to object to the Debtors' proposed Cure Costs or to any Stalking Horse Bidder's proposed form of adequate assurance of future performance (each such objection, a "Cure Objection") must file with the Court by **no ~~later than September 25, 2026, at~~ 4:00 p.m. (prevailing Eastern Time) on the date that is 14 days after service of this Assumption and Assignment Notice** and serve its Cure Objection, which must be in writing and state, with specificity, the legal and factual bases thereof and include any appropriate

documentation in support thereof, on the following parties (collectively the "Objection Notice Parties"):

- Counsel for the Debtors: Cole Schotz P.C., 500 Delaware Avenue Suite 600 Wilmington, DE 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com);

- counsel to the DIP ~~Secured Parties~~Agent and the Prepetition ~~Secured Parties~~ABL Agent: Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com);

- co-counsel to the Prepetition Term Loan Secured Parties: Proskauer Rose LLP, Eleven Times Square, New York, New York 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com) and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Matthew B. McGuire (mcguire@lrclaw.com);

- counsel for ~~any Creditors' Committee~~the Creditors' Committee: Kelley Drye & Warren LLP, 3 World Trade Center, 175 Greenwich Street, New York, New York 10007, Attn: Eric R. Wilson (ewilson@kelleydrye.com), Jason R. Adams (jadams@kelleydrye.com) and Maeghan J. McLoughlin (mmcloughlin@kelleydrye.com), and Raines Feldman Littrell LLP, 824 North Market Street, Suite 805, Wilmington, DE 19801, Attn: Matthew P. Milana (mmilana@raineslaw.com);

- the Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, ~~(~~Attn: Jane Leamy (jane.m.leamy@usdoj.gov);

- if applicable, counsel for any Stalking Horse Bidder or relevant Successful Bidder; and

- if applicable, counsel for any relevant Backup Bidder(s).

B. Resolution of Cure Objections

Pursuant to the Bidding Procedures Order, the Debtors, any Stalking Horse Bidder or Successful Bidder (if applicable) and the objecting Counterparty must first confer in good faith to attempt to resolve the Cure Objection without Court intervention. If the parties are unable to consensually resolve the Cure Objection prior to the commencement of the Sale Hearing, the Court shall make all necessary determinations relating to the applicable Cure Costs and Cure Objection at a hearing scheduled pursuant to the following paragraph. If a Cure Objection is resolved in a manner that is not reasonably acceptable to the Debtors or the Successful Bidder, whether or not

such resolution occurs prior to or after the closing of the Sale, the Debtors and the Successful Bidder may determine that any Contract subject to such resolved Cure Objection no longer will be assumed and assigned.

C. Adjourned Cure Objections

If a timely filed Cure Objection cannot otherwise be resolved by the parties, the Cure Objection may be heard at the Sale Hearing, ~~or,~~ at the ~~option of the Debtors and the Successful Bidder, be adjourned to a subsequent hearing~~next regularly scheduled omnibus hearing in these Cases, or such later date as may be agreed upon by the parties or fixed by the Court (each such Cure Objection, an "Adjourned Cure Objection"). Upon resolution of an Adjourned Cure Objection and the payment of the applicable cure amount, if any, the applicable Contract that was the subject of such Adjourned Cure Objection shall, at the election of the Successful Bidder, and subject to the Debtors' rights set forth in the Bidding Procedures Order, be deemed assumed and assigned to the Successful Bidder as of the closing date of the Sale.

IF A COUNTERPARTY FAILS TO FILE WITH THE COURT AND SERVE ON THE OBJECTION NOTICE PARTIES A TIMELY CURE OBJECTION, THE COUNTERPARTY FOREVER SHALL BE BARRED FROM ASSERTING ANY OBJECTION WITH REGARD TO THE COST TO CURE ANY DEFAULTS UNDER THE APPLICABLE CONTRACT, AND THE CURE COSTS SET FORTH ON SCHEDULE 1 HERETO SHALL BE CONTROLLING AND WILL BE THE ONLY AMOUNT NECESSARY TO CURE OUTSTANDING DEFAULTS UNDER THE CONTRACT AND SATISFY THE REQUIREMENTS OF SECTION 365(b) OF THE BANKRUPTCY CODE, AND THE COUNTERPARTY TO THE CONTRACT SHALL BE DEEMED BOUND BY AND TO HAVE CONSENTED TO THE CURE COSTS.

NOTICE OF AUCTION RESULTS

The Auction, if required, will be conducted **on October 6, 2026, at 10:00 a.m. (prevailing Eastern Time)**, either (i) at the offices of Cole Schotz P.C., 500 Delaware Avenue Suite 600 Wilmington, DE 19801 or (ii) virtually or at such other date, time or location as designated by the Debtors. If the Debtors conduct the Auction virtually, the Debtors will provide instructions setting forth how to attend the Auction to the participants and other attendees via electronic mail. The Debtors will provide notice (via electronic mail or otherwise) of any change in the date, time or location of the Auction to Qualified Bidders, and will cause publication of such change to occur on the Epiq Website.

One ~~business~~ day after the conclusion of the Auction, the Debtors will file with the Court, serve on parties in interest and cause to be published on the website maintained by Epiq Corporate Restructuring, LLC, the Debtors' claims and noticing agent in these Chapter 11 Cases, located at https://dm.epiq11.com/BFGSupply (the "Epiq Website"), a notice of the results of the Auction, which will, among other things, (A) identify the Successful Bidder(s) and Backup Bidder(s); (B) either include a copy of each Successful Bid and each Backup Bid or a summary of the material terms of such bids, or provide instructions for accessing each Successful Bid and each Backup Bid free of charge from the Epiq Website; and (C) set forth the date, time, and location of the Sale

Hearing and any other relevant dates or other information necessary to reasonably apprise the Sale Notice Parties of the outcome of the Auction.

ADEQUATE ASSURANCE OBJECTIONS

A. Adequate Assurance Objection Deadline

Any Counterparty to a Contract that wishes to object to the proposed assumption and assignment of a Contract, the subject of which objection is the Successful Bidder's (other than any Stalking Horse Bidder's) or any other relevant assignee's proposed form of adequate assurance of future performance with respect to the Contract (each such objection, an "Adequate Assurance Objection"), must file with the Court and serve on the Objection Notice Parties an Adequate Assurance Objection, which must state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof, by **October 12, 2026, at 4:00 p.m. (prevailing Eastern Time)**.

B. Resolution of Adequate Assurance Objections

Pursuant to the Bidding Procedures Order, the Debtors, the Successful Bidder and the objecting Counterparty must first confer in good faith to attempt to resolve the Adequate Assurance Objection without Court intervention. If the parties are unable to consensually resolve the Adequate Assurance Objection prior to the commencement of the Sale Hearing, the Adequate Assurance Objection and all issues of adequate assurance of future performance of the Successful Bidder (or any other relevant assignee) shall be determined by the Court at the Sale Hearing ~~or~~, at the ~~option of the Debtors and the Successful Bidder, be adjourned to a subsequent hearing, with notice to~~next regularly scheduled omnibus hearing in these Cases, or such later date as may be agreed upon by the part~~y~~ies ~~having~~or fi~~l~~xed by the ~~Adequate Assurance Objection~~Court.

IF A COUNTERPARTY FAILS TO FILE WITH THE COURT AND SERVE ON THE OBJECTION NOTICE PARTIES A TIMELY ADEQUATE ASSURANCE OBJECTION, THE COUNTERPARTY FOREVER SHALL BE BARRED FROM ASSERTING ANY OBJECTION TO THE ASSUMPTION AND/OR ASSIGNMENT OF THE APPLICABLE CONTRACT WITH REGARD TO ADEQUATE ASSURANCE OF FUTURE PERFORMANCE. THE APPLICABLE SUCCESSFUL BIDDER SHALL BE DEEMED TO HAVE PROVIDED ADEQUATE ASSURANCE OF FUTURE PERFORMANCE WITH RESPECT TO THE CONTRACT IN ACCORDANCE WITH BANKRUPTCY CODE SECTIONS 365(b)(1)(C), 365(f)(2)(B) AND, IF APPLICABLE, 365(b)(3), NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OR ANY OTHER DOCUMENT.

SALE HEARING

The Sale Hearing shall take place on **October 14, 2026, at ~~[●] [●]~~9:30 a.m.** (prevailing Eastern Time) before The Honorable ~~[●]~~Craig T. Goldblatt, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 N. Market Street, Wilmington, Delaware 19801.

ADDITIONAL INFORMATION

Copies of the Motion, the Bidding Procedures Order and the Bidding Procedures may be obtained free of charge by visiting the Epiq Website.

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Dated: [●], 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ DRAFT
Justin R. Alberto (No. 5126)
Stacy L. Newman (No. 5044)
Carol E. Thompson (No. 6936)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
Email: jalberto@coleschotz.com
snewman@coleschotz.com
cthompson@coleschotz.com

Seth Van Aalten (admitted *pro hac vice*)
Sarah A. Carnes (admitted *pro hac vice*)
Michael A. Solimani (admitted *pro hac vice*)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
Email: svanaalten@coleschotz.com
scarnes@coleschotz.com
msolimani@coleschotz.com

Proposed Counsel for Debtors and Debtors in Possession

~~Dated: [●], 2026~~
~~Wilmington, Delaware~~

~~**COLE SCHOTZ P.C.**~~

~~*/s/ DRAFT*~~
~~Justin R. Alberto (No. 5126)~~
~~Stacy L. Newman (No. 5044)~~
~~Carol E. Thompson (No. 6936)~~
~~500 Delaware Avenue, Suite 600~~
~~Wilmington, DE 19801~~
~~Telephone: (302) 652-3131~~
~~Facsimile: (302) 652-3117~~
~~Email: jalberto@coleschotz.com~~
~~snewman@coleschotz.com~~
~~cthompson@coleschotz.com~~

~~Seth Van Aalten (*pro hac vice* pending)~~
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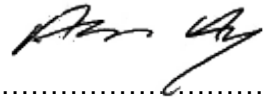
~~1325 Avenue of the Americas, 19th Floor~~
~~New York, NY 10019~~
~~Telephone: (212) 752-8000~~
~~Facsimile: (212) 752-8393~~
~~Email: svanaalten@coleschotz.com~~
~~searnes@coleschotz.com~~
~~msolimani@coleschotz.com~~

~~*Proposed Counsel for Debtors*~~
~~*and Debtors in Possession*~~

Schedule 1

This is Exhibit “S” referred to in the affidavit of Joshua Gordon, sworn September 15, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



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A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11284 (CTG) (Joint Administration Requested)

ORDER AUTHORIZING THE DEBTORS TO FILE
UNDER SEAL THE FEE LETTERS RELATED TO THE DIP FACILITY

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for the entry of an order (this "Order"), (a) authorizing the Debtors to file the Fee Letters under seal; (b) directing that the Fee Letters shall remain under seal and not be made available to anyone, without the prior written consent of both the Debtors and the DIP Agent, except to (i) the Court, (ii) the U.S. Trustee, (iii) counsel to any official committee appointed in these cases, and (iv) any other party as may be ordered by the Court or agreed to by the Debtors and the DIP Agent, in each case under appropriate confidentiality agreements reasonably satisfactory to the Debtors and the DIP Agent that preserve the confidentiality of the Fee Letters (and any information derived therefrom); and (c) granting related relief; all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

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

District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.

2. The Debtors are authorized to file under seal the Fee Letters. The Fee Letters shall remain under seal and shall not be made available to anyone, other than as provided in paragraph 3 of this Order, without the prior written consent of the Debtors and the DIP Agent or further order of the Court.

3. The Debtors are authorized to cause the unsealed version of the Fee Letters to be served on and made available, on a confidential basis, to: (a) the Court; (b) the U.S. Trustee; (c) counsel to any official committee appointed in these cases; and (d) any other party as may be ordered by the Court or agreed to by the Debtors and the DIP Agent in each case under appropriate

confidentiality agreements reasonably satisfactory to the Debtors and the DIP Agent that preserve the confidentiality of the Fee Letters (and any information derived therefrom).

4. The Debtors and any party authorized to receive the sealed Fee Letters pursuant to this Order are authorized to and shall, without further order of the Court: (a) redact specific references to the information set forth therein from pleadings filed on the public docket maintained in these chapter 11 cases; and (b) not use or refer to information contained in the Fee Letters in any hearing unless appropriate safeguards have been put in place to protect the confidentiality of the information.

5. Notice of the Motion as provided therein is good and sufficient notice that satisfies the applicable Bankruptcy Rules and Local Rules.

6. Any Bankruptcy Rule or Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

7. This Order is without prejudice to the rights of any party in interest to seek to unseal and make public any portion of the material filed under seal.

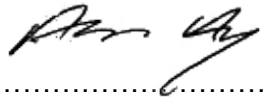
8. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

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

Dated: September 14th, 2026
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

This is Exhibit “T” referred to in the affidavit of Joshua Gordon, sworn September 15, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



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A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (CTG)
Debtors.[1]	(Jointly Administered)
	Related Docket Nos. 30 & 69

CERTIFICATE OF NO OBJECTION REGARDING DEBTORS' MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO FILE UNDER SEAL THE FEE LETTERS RELATED TO THE DIP FACILITY

The undersigned hereby certifies that, as of the date hereof, he has received no answer, objection or other responsive pleading to the *Debtors' Motion for Entry of an Order Authorizing the Debtors to File Under Seal the Fee Letters Related to the DIP Facility* [Docket No. 30] (the "Motion") filed on August 19, 2026 with the United States Bankruptcy Court for the District of Delaware (the "Court").

The undersigned further certifies that he has reviewed the Court's docket in this case and no answer, objection or other responsive pleading to the Motion appears thereon. Objections to the Motion were to be filed and served no later than September 9, 2026 at 4:00 p.m. (ET) (as may have been extended by the Debtors for any party, the "Objection Deadline").

The Objection Deadline has passed and no objections appear on the docket or were served upon the undersigned counsel. It is hereby respectfully requested that the proposed order

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

attached to the Motion be entered at the earliest convenience of the Court.

Dated: September 14, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

Justin R. Alberto (No. 5126)
Stacy L. Newman (No. 5044)
Carol E. Thompson (No. 6936)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
Email: jalberto@coleschotz.com
snewman@coleschotz.com
cthompson@coleschotz.com

Seth Van Aalten (admitted *pro hac vice*)
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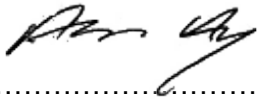
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
Email: svanaalten@coleschotz.com
scarnes@coleschotz.com
msolimani@coleschotz.com

Proposed Counsel for Debtors
and Debtors in Possession

This is Exhibit “U” referred to in the affidavit of Joshua Gordon, sworn September 15, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



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A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (CTG)
Debtors.[1]	(Jointly Administered)
	Re: Docket Nos. 78 and 82

ORDER (I) APPROVING THE RETENTION AND EMPLOYMENT OF REFLECT ADVISORS, LLC TO PROVIDE THE DEBTORS WITH A CHIEF RESTRUCTURING OFFICER AND ADDITIONAL STAFF EFFECTIVE AS OF THE PETITION DATE; (II) DESIGNATING ADAM ZALEV AS THE CHIEF RESTRUCTURING OFFICER TO THE DEBTORS; AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") authorizing the Debtors to retain and employ Reflect Advisors, LLC ("Reflect") to provide the Debtors with Adam Zalev as the Chief Restructuring Officer (the "CRO") and certain Additional Staff to assist the CRO, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, effective as of the August 18, 2026 Petition Date, on the terms set forth in the Engagement Agreement, attached to the Zalev Declaration as **Exhibit 3**, all as more fully set forth in the Motion; and upon the Zalev Declaration; and the Court having jurisdiction to consider the Motion and grant the requested relief in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

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

District Court for the District of Delaware, dated February 29, 2012; and the Debtors having consented to entry of a final order; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on it were appropriate under the circumstances and that no other notice be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief requested therein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.

2. The terms of the Engagement Agreement, including without limitation, the compensation provisions and the indemnification provisions, as modified by this Order, are reasonable terms and conditions of employment and are hereby approved.

3. Pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors are hereby authorized to retain and employ Reflect to provide the Debtors with Mr. Zalev as the CRO and certain Additional Staff to assist the CRO, effective as of the Petition Date, on the terms set forth in the Engagement Agreement, subject to the following provisions, which shall apply notwithstanding anything in the Motion or Engagement Agreement to the contrary:

   i. Mr. Zalev, Reflect, and their affiliates shall not act in any other capacity (for example, without limitation, as financial advisor, claims agent/claims

administrator, or investor/acquirer) in connection with the above-captioned cases.

ii. In the event the Debtors seek to have Mr. Zalev or Reflect personnel assume executive officer positions that are different than the positions disclosed in the Motion, or to materially change the terms of the engagement by either (i) modifying the functions of Reflect; (ii) adding new executive officers; or (iii) altering or expanding the scope of the engagement, a motion to modify Mr. Zalev's and Reflect's retention shall be filed.

iii. Mr. Zalev and Reflect shall file with the Court, with copies to the Notice Parties, a report of staffing on the engagement no later than the 14th of each month for the previous month. Reflect shall file its first Staffing Report no later than two business days after entry of this Order for the period covering the Petition Date through and including August 31, 2026. Such report shall include (i) the hourly fees of Mr. Zalev as the CRO, (ii) the names, hours worked, and requested compensation of the Additional Staff assisting the CRO and the Debtors in these Chapter 11 Cases for the relevant period, and (iii) a summary of reimbursable expenses incurred by the CRO and Reflect personnel for the relevant period. The time records shall (i) be appended to such reports; (ii) contain detailed time entries describing the task(s) performed; and (iii) be organized by project category (but may be redacted to protect any attorney-client privilege or other applicable privilege). Where personnel are providing services at an hourly rate, the time entries shall identify the time spent completing each task in tenth hour (0.1) increments and the corresponding charge (time multiplied by hourly rate) for each task. The Notice Parties shall have 14 days after the date each Staffing Report is served on the Notice Parties to object to such Staffing Report. All staffing and compensation shall be subject to review by the Court in the event an objection is filed. No payments shall be made to Reflect on account of the objected portion of such staffing report until such objection is resolved.

iv. Notwithstanding anything to the contrary contained in the Motion, Engagement Agreement, or any exhibits related thereto, during the course of the Chapter 11 Cases, Reflect will only seek reimbursement of actual and necessary expenses itemized in the monthly Staffing Report.

v. Subject to the Notice Parties' rights to object as set forth in paragraph (iii) above, the Debtors are authorized, but not directed, to pay, in the ordinary course of business, all amounts invoiced by Mr. Zalev and Reflect for fees and expenses incurred in connection with their retention.

vi. No principal, employee, or independent contractor of Mr. Zalev or Reflect and their affiliates shall serve as a director of the Debtors during the pendency of the above-captioned cases.

vii. For a period of three years after the conclusion of the engagement, neither Mr. Zalev, Reflect, nor any of its affiliates shall make any investments in the Debtors

or reorganized Debtors.

viii. Mr. Zalev and Reflect shall disclose any and all facts that may have a bearing on whether Mr. Zalev, Reflect, their affiliates, and/or any individuals working on the engagement have any interest adverse to the Debtors, their creditors, or other parties in interest. The obligation to disclose as set forth in this paragraph shall be a continuing obligation.

ix. The Debtors are permitted to indemnify those persons serving as executive officers, including Mr. Zalev, on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the Debtors' directors and officers liability insurance policies and all other relevant active insurance policies carried by the Debtors.

x. There shall be no other indemnification of Reflect or its affiliates.

xi. Success fees, transaction fees, or other back-end fees shall by approved by the Court at the conclusion of the case on a reasonableness standard and are not being pre-approved by entry of this Order. No success fee, transaction fee, or back-end fee shall be sought upon conversion of the case, dismissal of the case for cause, or appointment of a trustee.

4. Section 7.2 (limitation of liability) of the standard terms and conditions contained in the Engagement Agreement are of no force or effect during the above-captioned cases.

5. To the extent there is inconsistency between the terms of the Engagement Agreement, the Motion, and this Order, the terms of this Order shall govern.

6. Notwithstanding any Bankruptcy Rule to the contrary, this Order shall be effective and enforceable immediately upon entry hereof.

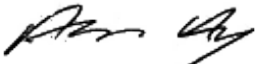
7. The Debtors, Reflect, and Mr. Zalev are authorized and empowered to take all steps necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

8. Notwithstanding any term in the Engagement Agreement to the contrary, this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: September 14th, 2026
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

This is Exhibit “V” referred to in the affidavit of Joshua Gordon, sworn September 15, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



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A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: BFG Supply Co., LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11284 (CTG) (Jointly Administered) **Re. Docket Nos. 78 & 82**

CERTIFICATION OF COUNSEL REGARDING REVISED ORDER (I) APPROVING THE RETENTION AND EMPLOYMENT OF REFLECT ADVISORS, LLC TO PROVIDE THE DEBTORS WITH A CHIEF RESTRUCTURING OFFICER AND ADDITIONAL STAFF EFFECTIVE AS OF THE PETITION DATE; (II) DESIGNATING ADAM ZALEV AS THE CHIEF RESTRUCTURING OFFICER TO THE DEBTORS; AND (III) GRANTING RELATED RELIEF

The undersigned proposed counsel for the debtors and debtors in possession in the above-captioned cases (the "Debtors"), hereby certifies as follows:

1. On August 26, 2026, the Debtors filed the *Debtors' Motion for Entry of an Order (I) Approving the Retention and Employment of Reflect Advisors, LLC to Provide the Debtors with a Chief Restructuring Officer and Additional Staff Effective as of the Petition Date; (II) Designating Adam Zalev as the Chief Restructuring Officer to the Debtors; and (III) Granting Related Relief* [Docket Nos. 78 & 82] (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court"). A proposed form of order approving the Motion was attached to the Motion as Exhibit A (the "Proposed Order").

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

2. Any objections or responses to entry of the Proposed Order were to be filed and served by September 9, 2026 at 4:00 p.m. (ET) (as may have been extended by the Debtors for any party, the "Objection Deadline").

3. Prior to the Objection Deadline, the Debtors received informal comments to the Proposed Order from the Official Committee of Unsecured Creditors (the "Committee"), the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Agent and Prepetition Term Loan Lenders, and the Office of the United States Trustee. No other formal or informal responses or objections to the Proposed Order were received.

4. Following discussions with the Committee, the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Office of the United States Trustee,[2] the Debtors have agreed to a revised form of order (the "Revised Proposed Order"), a copy of which is attached hereto as **Exhibit A**, which resolves the comments of the Committee, the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Office of the United States Trustee. For the convenience of the Court and other interested parties, a blackline comparing the Revised Proposed Order against the Proposed Order is attached hereto as **Exhibit B**.

5. The Committee, the DIP Agent and Prepetition ABL Agent, the Prepetition Term Loan Secured Parties, and the Office of the United States Trustee have no objection to the entry of the Revised Proposed Order.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 65].

6. As no other objection or responses to the Motion or the Proposed Order have been received, the Debtors respectfully request that the Revised Proposed Order be entered at the earliest convenience of the Court.

Dated: September 14, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

Justin R. Alberto (No. 5126)
Stacy L. Newman (No. 5044)
Carol E. Thompson (No. 6936)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
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Proposed Counsel for Debtors
and Debtors in Possession

Exhibit A

Revised Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (CTG)
Debtors.[1]	(Jointly Administered)
	Re: Docket Nos. 78 and 82

ORDER (I) APPROVING THE RETENTION AND EMPLOYMENT OF REFLECT ADVISORS, LLC TO PROVIDE THE DEBTORS WITH A CHIEF RESTRUCTURING OFFICER AND ADDITIONAL STAFF EFFECTIVE AS OF THE PETITION DATE; (II) DESIGNATING ADAM ZALEV AS THE CHIEF RESTRUCTURING OFFICER TO THE DEBTORS; AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") authorizing the Debtors to retain and employ Reflect Advisors, LLC ("Reflect") to provide the Debtors with Adam Zalev as the Chief Restructuring Officer (the "CRO") and certain Additional Staff to assist the CRO, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, effective as of the August 18, 2026 Petition Date, on the terms set forth in the Engagement Agreement, attached to the Zalev Declaration as **Exhibit 3**, all as more fully set forth in the Motion; and upon the Zalev Declaration; and the Court having jurisdiction to consider the Motion and grant the requested relief in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

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

District Court for the District of Delaware, dated February 29, 2012; and the Debtors having consented to entry of a final order; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on it were appropriate under the circumstances and that no other notice be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief requested therein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.

2. The terms of the Engagement Agreement, including without limitation, the compensation provisions and the indemnification provisions, as modified by this Order, are reasonable terms and conditions of employment and are hereby approved.

3. Pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors are hereby authorized to retain and employ Reflect to provide the Debtors with Mr. Zalev as the CRO and certain Additional Staff to assist the CRO, effective as of the Petition Date, on the terms set forth in the Engagement Agreement, subject to the following provisions, which shall apply notwithstanding anything in the Motion or Engagement Agreement to the contrary:

   i. Mr. Zalev, Reflect, and their affiliates shall not act in any other capacity (for example, without limitation, as financial advisor, claims agent/claims

administrator, or investor/acquirer) in connection with the above-captioned cases.

ii. In the event the Debtors seek to have Mr. Zalev or Reflect personnel assume executive officer positions that are different than the positions disclosed in the Motion, or to materially change the terms of the engagement by either (i) modifying the functions of Reflect; (ii) adding new executive officers; or (iii) altering or expanding the scope of the engagement, a motion to modify Mr. Zalev's and Reflect's retention shall be filed.

iii. Mr. Zalev and Reflect shall file with the Court, with copies to the Notice Parties, a report of staffing on the engagement no later than the 14th of each month for the previous month. Reflect shall file its first Staffing Report no later than two business days after entry of this Order for the period covering the Petition Date through and including August 31, 2026. Such report shall include (i) the hourly fees of Mr. Zalev as the CRO, (ii) the names, hours worked, and requested compensation of the Additional Staff assisting the CRO and the Debtors in these Chapter 11 Cases for the relevant period, and (iii) a summary of reimbursable expenses incurred by the CRO and Reflect personnel for the relevant period. The time records shall (i) be appended to such reports; (ii) contain detailed time entries describing the task(s) performed; and (iii) be organized by project category (but may be redacted to protect any attorney-client privilege or other applicable privilege). Where personnel are providing services at an hourly rate, the time entries shall identify the time spent completing each task in tenth hour (0.1) increments and the corresponding charge (time multiplied by hourly rate) for each task. The Notice Parties shall have 14 days after the date each Staffing Report is served on the Notice Parties to object to such Staffing Report. All staffing and compensation shall be subject to review by the Court in the event an objection is filed. No payments shall be made to Reflect on account of the objected portion of such staffing report until such objection is resolved.

iv. Notwithstanding anything to the contrary contained in the Motion, Engagement Agreement, or any exhibits related thereto, during the course of the Chapter 11 Cases, Reflect will only seek reimbursement of actual and necessary expenses itemized in the monthly Staffing Report.

v. Subject to the Notice Parties' rights to object as set forth in paragraph (iii) above, the Debtors are authorized, but not directed, to pay, in the ordinary course of business, all amounts invoiced by Mr. Zalev and Reflect for fees and expenses incurred in connection with their retention.

vi. No principal, employee, or independent contractor of Mr. Zalev or Reflect and their affiliates shall serve as a director of the Debtors during the pendency of the above-captioned cases.

vii. For a period of three years after the conclusion of the engagement, neither Mr. Zalev, Reflect, nor any of its affiliates shall make any investments in the Debtors

or reorganized Debtors.

viii. Mr. Zalev and Reflect shall disclose any and all facts that may have a bearing on whether Mr. Zalev, Reflect, their affiliates, and/or any individuals working on the engagement have any interest adverse to the Debtors, their creditors, or other parties in interest. The obligation to disclose as set forth in this paragraph shall be a continuing obligation.

ix. The Debtors are permitted to indemnify those persons serving as executive officers, including Mr. Zalev, on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the Debtors' directors and officers liability insurance policies and all other relevant active insurance policies carried by the Debtors.

x. There shall be no other indemnification of Reflect or its affiliates.

xi. Success fees, transaction fees, or other back-end fees shall by approved by the Court at the conclusion of the case on a reasonableness standard and are not being pre-approved by entry of this Order. No success fee, transaction fee, or back-end fee shall be sought upon conversion of the case, dismissal of the case for cause, or appointment of a trustee.

4. Section 7.2 (limitation of liability) of the standard terms and conditions contained in the Engagement Agreement are of no force or effect during the above-captioned cases.

5. To the extent there is inconsistency between the terms of the Engagement Agreement, the Motion, and this Order, the terms of this Order shall govern.

6. Notwithstanding any Bankruptcy Rule to the contrary, this Order shall be effective and enforceable immediately upon entry hereof.

7. The Debtors, Reflect, and Mr. Zalev are authorized and empowered to take all steps necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

8. Notwithstanding any term in the Engagement Agreement to the contrary, this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Exhibit B

Blackline

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (CTG)
Debtors.[1]	(Jointly ~~Administration Requested~~Administered)
	Re: Docket Nos. 78 and 82

ORDER (I) APPROVING THE RETENTION AND EMPLOYMENT OF REFLECT ADVISORS, LLC TO PROVIDE THE DEBTORS WITH A CHIEF RESTRUCTURING OFFICER AND ADDITIONAL STAFF EFFECTIVE AS OF THE PETITION DATE; (II) DESIGNATING ADAM ZALEV AS THE CHIEF RESTRUCTURING OFFICER TO THE DEBTORS; AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") authorizing the Debtors to retain and employ Reflect Advisors, LLC ("Reflect") to provide the Debtors with Adam Zalev as the Chief Restructuring Officer (the "CRO") and certain Additional Staff to assist the CRO, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, effective as of the August 18, 2026 Petition Date, on the terms set forth in the Engagement Agreement, attached to the Zalev Declaration as **Exhibit 3**, all as more fully set forth in the Motion; and upon the Zalev Declaration; and the Court having jurisdiction to consider the Motion and grant the requested relief in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

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

District Court for the District of Delaware, dated February 29, 2012; and the Debtors having consented to entry of a final order; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on it were appropriate under the circumstances and that no other notice be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief requested therein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.

2. The terms of the Engagement Agreement, including without limitation, the compensation provisions and the indemnification provisions, as modified by this Order, are reasonable terms and conditions of employment and are hereby approved.

3. Pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors are hereby authorized to retain and employ Reflect to provide the Debtors with Mr. Zalev as the CRO and certain Additional Staff to assist the CRO, effective as of the Petition Date, on the terms set forth in the Engagement Agreement, subject to the following provisions, which shall apply notwithstanding anything in the Motion or Engagement Agreement to the contrary:

i. Mr. Zalev, Reflect, and their affiliates shall not act in any other capacity (for

example, without limitation, as financial advisor, claims agent/claims administrator, or investor/acquirer) in connection with the above-captioned cases.

ii. In the event the Debtors seek to have Mr. Zalev or Reflect personnel assume executive officer positions that are different than the positions disclosed in the Motion, or to materially change the terms of the engagement by either (i) modifying the functions of Reflect; (ii) adding new executive officers; or (iii) altering or expanding the scope of the engagement, a motion to modify Mr. Zalev's and Reflect's retention shall be filed.

iii. Mr. Zalev and Reflect shall file with the Court, with copies to the Notice Parties, a report of staffing on the engagement no later than the 14th of each month for the previous month. Reflect shall file its first Staffing Report no later than ~~September 14, 2026~~two business days after entry of this Order for the period covering the Petition Date through and including August 31, 2026. Such report shall include (i) the hourly fees of Mr. Zalev as the CRO, (ii) the names, hours worked, and requested compensation of the Additional Staff assisting the CRO and the Debtors in these Chapter 11 Cases for the relevant period, and (iii) a summary of reimbursable expenses incurred by the CRO and Reflect personnel for the relevant period. The time records shall (i) be appended to such reports; (ii) contain detailed time entries describing the task(s) performed; and (iii) be organized by project category (but may be redacted to protect any attorney-client privilege or other applicable privilege). Where personnel are providing services at an hourly rate, the time entries shall identify the time spent completing each task in ~~quarter~~tenth hour (~~0.25~~0.1) increments and the corresponding charge (time multiplied by hourly rate) for each task. The Notice Parties shall have 14 days after the date each Staffing Report is served on the Notice Parties to object to such Staffing Report. All staffing and compensation shall be subject to review by the Court in the event an objection is filed. No payments shall be made to Reflect on account of the objected portion of such staffing report until such objection is resolved.

iv. Notwithstanding anything to the contrary contained in the Motion, Engagement Agreement, or any exhibits related thereto, during the course of the Chapter 11 Cases, Reflect will only seek reimbursement of actual and necessary expenses itemized in the monthly Staffing Report.

v. Subject to the Notice Parties' rights to object as set forth in paragraph (iii) above, the Debtors are authorized, but not directed, to pay, in the ordinary course of business, all amounts invoiced by Mr. Zalev and Reflect for fees and expenses incurred in connection with their retention.

vi. No principal, employee, or independent contractor of Mr. Zalev or Reflect and their affiliates shall serve as a director of the Debtors during the pendency of the above-captioned cases.

vii. For a period of three years after the conclusion of the engagement, neither Mr.

Zalev, Reflect, nor any of its affiliates shall make any investments in the Debtors or reorganized Debtors.

viii. Mr. Zalev and Reflect shall disclose any and all facts that may have a bearing on whether Mr. Zalev, Reflect, their affiliates, and/or any individuals working on the engagement have any interest adverse to the Debtors, their creditors, or other parties in interest. The obligation to disclose as set forth in this paragraph shall be a continuing obligation.

ix. The Debtors are permitted to indemnify those persons serving as executive officers, including Mr. Zalev, on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the Debtors' directors and officers liability insurance policies and all other relevant active insurance policies carried by the Debtors.

x. There shall be no other indemnification of Reflect or its affiliates.

xi. Success fees, transaction fees, or other back-end fees shall by approved by the Court at the conclusion of the case on a reasonableness standard and are not being pre-approved by entry of this Order. No success fee, transaction fee, or back-end fee shall be sought upon conversion of the case, dismissal of the case for cause, or appointment of a trustee.

4. Section 7.2 (limitation of liability) of the standard terms and conditions contained in the Engagement Agreement are of no force or effect during the above-captioned cases.

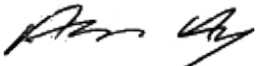
5. To the extent there is inconsistency between the terms of the Engagement Agreement, the Motion, and this Order, the terms of this Order shall govern.

6. Notwithstanding any Bankruptcy Rule to the contrary, this Order shall be effective and enforceable immediately upon entry hereof.

7. The Debtors, Reflect, and Mr. Zalev are authorized and empowered to take all steps necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

8. Notwithstanding any term in the Engagement Agreement to the contrary, this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

This is Exhibit “W” referred to in the affidavit of Joshua Gordon, sworn September 15, 2026. The affiant and I were located in the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg, 431/20, Administering Oath or Declaration Remotely.



……...
A Commissioner for Taking Affidavits

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
BFG Supply Co., LLC, *et al.*,	Case No. 26-11284 (CTG)
Debtors.[1]	(Jointly Administered)

NOTICE OF *AMENDED*[2] AGENDA OF MATTERS SCHEDULED FOR SECOND DAY HEARING ON SEPTEMBER 16, 2026 AT 10:00 A.M. (EASTERN TIME) BEFORE THE HONORABLE CRAIG T. GOLDBLATT

AS NO MATTERS ARE GOING FORWARD, WITH THE COURT'S PERMISSION, THE HEARING IS CANCELLED.

ADJOURNED MATTERS

1. Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Redact or Withhold Certain Confidential Information of Customers, (B) Redact Certain Personally Identifiable Information of Individuals, and (C) Serve Parties in Interest By Email, and (II) Granting Related Relief (Filed August 18, 2026) [Docket No. 5]

   Related Document(s):

   a. Interim Order (I) Authorizing the Debtors to (A) Redact or Withhold Certain Confidential Information of Customers, (B) Redact Certain Personally Identifiable Information of Individuals, and (C) Serve Parties in Interest by Email, and (II) Granting Related Relief (Entered August 20, 2026) [Docket No. 56]

   b. Omnibus Notice of Entry of Interim Orders and Final Hearing with Respect to First Day Motions (Filed August 18, 2026) [Docket No. 67]

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] **Amended items appear in bold.**

Objection Deadline: September 9, 2026 at 4:00 p.m. (ET), extended until September 22, 2026 at 4:00 p.m. (ET), for Official Committee of Unsecured Creditors, the Office of the United States Trustee, the DIP Agent and the Prepetition ABL Agent, and the Prepetition Term Loan Lenders

Objection(s)/Responses Received:

a. Informal comments from the U.S. Trustee.

Status: This matter has been adjourned to the September 29, 2026 hearing date at the request of the U.S. Trustee.

2. Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Continued (A) Use of Existing Cash Management System, Bank Accounts, and Business Forms and Payment of Related Prepetition Obligations and (B) Performance of Intercompany Transactions in the Ordinary Course of Business, (II) Granting a Limited Waiver of Section 345(B) Deposit and Investment Requirements, and (III) Granting Related Relief (Filed August 18, 2026) [Docket No. 13]

Related Document(s):

a. Interim Orders (I) Authorizing Continued (A) Use of Existing Cash Management System, Bank Accounts, and Business Forms and Payment of Related Prepetition Obligations and (B) Performance of Intercompany Transactions in the Ordinary Course of Business, (II) Granting a Limited Waiver of Section 345(B) Deposit and Investment Requirements, and (III) Granting Related Relief (Entered August 20, 2026) [Docket No. 64]

b. Omnibus Notice of Entry of Interim Orders and Final Hearing with Respect to First Day Motions (Filed August 18, 2026) [Docket No. 67]

c. Certification Of Counsel Regarding Second Interim Order (I) Authorizing Continued (A) Use of Existing Cash Management System, Bank Accounts, and Business Forms and Payment of Related Prepetition Obligations and (B) Performance of Intercompany Transactions in the Ordinary Course of Business, (II) Granting A Limited Waiver of Section 345(B) Deposit and Investment Requirements, and (III) Granting Related Relief (Filed September 14, 2026) [Docket No. 144]

d. Second Interim Order (I) Authorizing Continued (A) Use of Existing Cash Management System, Bank Accounts, and Business Forms and Payment of Related Prepetition Obligations and (B) Performance of Intercompany Transactions in the Ordinary Course of Business, (II) Granting A Limited

Waiver of Section 345(B) Deposit and Investment Requirements, and (III) Granting Related Relief (Entered September 14, 2026) [Docket No. 167]

Objection Deadline: September 9, 2026 at 4:00 p.m. (ET), extended until September 22, 2026 at 4:00 p.m. (ET), for Official Committee of Unsecured Creditors, the Office of the United States Trustee, the DIP Agent and the Prepetition ABL Agent, and the Prepetition Term Loan Lenders

Objections/Responses Received:

a. Informal comments from the U.S. Trustee.

b. Informal comments from the Committee.

c. Informal comments from the DIP Agent and Prepetition ABL Agent

d. Informal comments from the Prepetition Term Loan Agent and Prepetition Term Loan Lenders.

Status: A Second Interim Order has been entered. This matter has been adjourned to the September 29, 2026 hearing date.

3. Debtors' Motion for Entry of Interim and Final Orders 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief (Filed August 19, 2026) [Docket No. 17]

Related Document(s):

a. Declaration of Neil Gupta in Support of the Debtors' Motion for Entry of Interim and Final Orders 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief (Filed August 19, 2026) [Docket No. 18]

b. Notice of Filing of Revised Interim Order for Motion for Entry of Interim and Final Orders 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief (Filed August 20, 2026) [Docket No. 47]

c. [SEALED] Notice of Filing of DIP Fee Letters (Filed August 19, 2026) [Docket No. 29]

d. (REDACTED) Notice of Filing of Redacted DIP Fee Letters (Filed August 19, 2026) [Docket No. 31]

e. Interim 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief (Filed August 20, 2026) [Docket No. 65]

f. Omnibus Notice of Entry of Interim Orders and Final Hearing with Respect to First Day Motions (Filed August 18, 2026) [Docket No. 67]

Objection Deadline: September 9, 2026 at 4:00 p.m. (ET), extended until September 22, 2026 at 4:00 p.m. (ET), for Official Committee of Unsecured Creditors, the Office of the United States Trustee, the DIP Agent and the Prepetition ABL Agent, and the Prepetition Term Loan Lenders

Objection(s) Received:

a. Informal comments from the U.S. Trustee.

b. Informal comments from the Committee.

c. Informal comments from the DIP Agent and Prepetition ABL Agent

d. Informal comments from the Prepetition Term Loan Agent and Prepetition Term Loan Lenders.

Status: This matter has been adjourned to the September 29, 2026 hearing date.

4. Debtors' First Omnibus Motion for Entry of an Order (I) Authorizing Rejection of Certain Executory Contracts and Unexpired Leases Effective as of the Rejection Date and (II) Granting Related Relief (Filed August 20, 2026) [Docket No. 96]

Related Document(s):

a. Certification of Counsel Regarding Revised Proposed Order (I) Authorizing Rejection of Certain Executory Contracts and Unexpired Leases, Effective as of The Rejection Date and (II) Granting Related Relief (Filed September 14, 2026) [Docket No. 143]

b. Order (I) Authorizing Rejection of Certain Executory Contracts and Unexpired Leases Effective as of the Rejection Date and (II) Granting Related Relief (Entered September 14, 2026) [Docket No. 162]

Objection Deadline: September 9, 2026 at 4:00 p.m. (ET), extended until September 11, 2026 at 4:00 p.m. (ET), for Official Committee of Unsecured Creditors, the Office of the United States Trustee, the DIP Agent and the Prepetition ABL Agent, and the Prepetition Term Loan Lenders.

Objection(s) Received:

a. Objection to Debtors' First Omnibus Motion for Entry of an Order (I) Authorizing Rejection of Certain Executory Contracts and Unexpired Leases Effective as of the Rejection Date and (II) Granting Related Relief filed by West Sacramento Logistics LL, LLC (Filed September 9, 2026) [Docket No. 123]

b. Informal comments from the Committee.

Status: An Order has been entered with respect to the non-objecting counterparties. This matter has been adjourned to the September 29, 2026 hearing date with respect to West Sacramento Logistics LL, LLC.

MATTERS UNDER CERTIFICATE OF NO OBJECTION

5. Debtors' Motion for Entry of Interim and Final Orders (A) Authorizing, But Not Directing, the Debtors To (I) Pay Prepetition Wages, Compensation, Employee Benefits, and Other Employee Obligations, (II) Continue Certain Employee Benefit Programs in the Ordinary Course, (B) Authorizing All Banks to Honor Prepetition Checks for Payment of Prepetition Employee Obligations, and (C) Granting Related Relief (Filed August 18, 2026) [Docket No. 12]

Related Document(s):

a. Interim Order (A) Authorizing, But Not Directing, the Debtors To (I) Pay Prepetition Wages, Compensation, Employee Benefits, and Other Employee Obligations, (II) Continue Certain Employee Benefit Programs in the Ordinary Course, (B) Authorizing All Banks to Honor Prepetition Checks for Payment

of Prepetition Employee Obligations, and (C) Granting Related Relief (Entered August 20, 2026) [Docket No. 59]

b. Omnibus Notice of Entry of Interim Orders and Final Hearing with Respect to First Day Motions (Filed August 18, 2026) [Docket No. 67]

c. Certificate of No Objection Regarding Debtors' Motion for Entry of Interim and Final Orders (A) Authorizing, But Not Directing, the Debtors To (I) Pay Prepetition Wages, Compensation, Employee Benefits, and Other Employee Obligations, (II) Continue Certain Employee Benefit Programs in the Ordinary Course, (B) Authorizing All Banks to Honor Prepetition Checks for Payment of Prepetition Employee Obligations, and (C) Granting Related Relief [Docket No. 126]

d. Final Order (A) Authorizing, But Not Directing, The Debtors to (I) Pay Prepetition Wages, Compensation, Employee Benefits, and Other Employee Obligations, (II) Continue Certain Employee Benefit Programs in the Ordinary Courts, (B) Authorizing All Banks to Honor Prepetition Checks for Payment of Prepetition Employee Obligations, And (C) Granting Related Relief (Entered September 14, 2026) [Docket No. 153]

Objection Deadline: September 9, 2026 at 4:00 p.m. (ET), extended until September 11, 2026 at 4:00 p.m. (ET), for Official Committee of Unsecured Creditors, the Office of the United States Trustee, the DIP Agent and the Prepetition ABL Agent, and the Prepetition Term Loan Lenders

Objection(s) Received:

a. None.

Status: An Order has been entered regarding this matter. No hearing is necessary.

6. [SEALED] Debtors' Application for Entry of an Order (A) Authorizing the Debtors to Employ and Retain A&G Realty Partners, LLC as Real Estate Consultant and Advisor for the Debtors Effective as of the Petition Date and (B) Waiving Compliance with Certain of the Requirements of Local Rule 2016-1 (Filed August 26, 2026) [Docket No. 80]

Related Document(s):

a. (REDACTED) Debtors' Application for Entry of an Order (A) Authorizing the Debtors to Employ and Retain A&G Realty Partners, LLC as Real Estate Consultant and Advisor for the Debtors Effective as of the Petition Date and (B) Waiving Compliance with Certain of the Requirements of Local Rule 2016-1 (Filed August 26, 2026) [Docket No. 84]

b. Certificate of No Objection Debtors' Application for Entry of an Order (A) Authorizing the Debtors to Employ and Retain A&G Realty Partners, LLC as Real Estate Consultant and Advisor for the Debtors Effective as of the Petition Date and (B) Waiving Compliance with Certain of the Requirements of Local Rule 2016-1 (Filed September 14, 2026) [Docket No. 127]

c. Order (A) Authorizing the Debtors to Employ and Retain A&G Realty Partners, LLC as Real Estate Consultant and Advisor for the Debtors Effective as of the Petition Date and (B) Waiving Compliance with Certain of the Requirements of Local Rule 2016-1 (Entered September 14, 2026) [Docket No. 156]

Objection Deadline: September 9, 2026 at 4:00 p.m. (ET), extended until September 11, 2026 at 4:00 p.m. (ET), for Official Committee of Unsecured Creditors, the Office of the United States Trustee, the DIP Agent and the Prepetition ABL Agent, and the Prepetition Term Loan Lenders

Objection(s) Received:

a. None.

Status: An Order has been entered regarding this matter. No hearing is necessary.

7. Debtors' Motion for Entry of an Order Authorizing the Debtors to File Under Seal the Fee Letters Related to the DIP Facility (Filed August 19, 2026) [Docket No. 30]

Related Document(s):

a. Declaration of Neil Gupta in Support of the Debtors' Motion for Entry of Interim and Final Orders 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, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief (Filed August 19, 2026) [Docket No. 18]

b. [SEALED] Notice of Filing of DIP Fee Letters (Filed August 19, 2026) [Docket No. 29]

c. (REDACTED) Notice of Filing of Redacted DIP Fee Letters (Filed August 19, 2026) [Docket No. 31]

d. Notice of Hearing Regarding Debtors' Motion for Entry of an Order Authorizing the Debtors to File Under Seal the Fee Letters Related to the DIP Facility (Filed August 21, 2026) [Docket No. 69]

e. Certificate of No Objection Regarding Debtors' Motion for Entry of an Order Authorizing the Debtors to File Under Seal the Fee Letters Related to the DIP Facility (Filed September 14, 2026) [Docket No. 128]

f. Order Authorizing the Debtors to File Under Seal the Fee Letters Related to the DIP Facility (Entered September 14, 2026) [Docket No. 154]

Objection Deadline: September 9, 2026 at 4:00 p.m. (ET), extended until September 11, 2026 at 4:00 p.m. (ET), for Official Committee of Unsecured Creditors, the Office of the United States Trustee, the DIP Agent and the Prepetition ABL Agent, and the Prepetition Term Loan Lenders

Objection(s) Received:

a. None.

Status: An Order has been entered regarding this matter. No hearing is necessary.

8. Debtors' Motion for Entry of an Order Authorizing the Filing Under Seal the Names of Certain Confidential Parties in Interest Related to the Estate Professionals Retention Applications and Any Other Relevant Pleadings (Filed August 26, 2026) [Docket No. 85]

Related Document(s):

a. [SEALED] Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Cole Schotz P.C. as Counsel for the Debtors Effective as of the Petition Date (Filed August 26, 2026) [Docket No. 77]

b. [SEALED] Debtors' Motion for Entry of an Order (I) Approving the Retention and Employment of Reflect Advisors, LLC to Provide the Debtors with a Chief Restructuring Officer and Additional Staff Effective as of the Petition Date, (II) Designating Adam Zalev as the Chief Restructuring Officer to the Debtors, and (III) Granting Related Relief (Filed August 26, 2026) [Docket No. 78]

c. [SEALED] Debtors' Application for Entry of an Order (I) Authorizing the Retention and Employment of SSG Advisors, LLC as Investment Banker to the Debtors, Effective as of the Petition Date and (II) Waiving Compliance with Certain of the Requirements of Local Rule 2016-1 (Filed August 26, 2026) [Docket No. 79]

d. [SEALED] Debtors' Application for Entry of an Order (A) Authorizing the Debtors to Employ and Retain A&G Realty Partners, LLC as Real Estate Consultant and Advisor for the Debtors Effective as of the Petition Date and (B) Waiving Compliance with Certain of the Requirements of Local Rule 2016-1 (Filed August 26, 2026) [Docket No. 80]

e. Certificate of No Objection Regarding Debtors' Motion for Entry of an Order Authorizing the Filing Under Seal the Names of Certain Confidential Parties in Interest Related to the Estate Professionals Retention Applications and Any Other Relevant Pleadings (Filed September 14, 2026) [Docket No. 129]

f. Order Authorizing the Filing Under Seal the Names of Certain Confidential Parties in Interest Related to the Estate Professionals' Retention Application and Any Other Relevant Pleadings (Entered September 14, 2026) [Docket No. 157]

Objection Deadline: September 9, 2026 at 4:00 p.m. (ET), extended until September 11, 2026 at 4:00 p.m. (ET), for Official Committee of Unsecured Creditors, the Office of the United States Trustee, the DIP Agent and the Prepetition ABL Agent, and the Prepetition Term Loan Lenders

Objection(s) Received:

a. None.

Status: An Order has been entered regarding this matter. No hearing is necessary.

MATTERS UNDER CERTIFICATION OF COUNSEL

9. Debtors' Motion for Entry of Interim and Final Orders (I) Approving Debtors' Proposed Form of Adequate Assurance of Payment, (II) Establishing Procedures for Resolving Objections by Utility Companies, (III) Prohibiting Utility Companies from Altering, Refusing or Discontinuing Service, and (IV) Granting Related Relief (Filed August 18, 2026) [Docket No. 4]

Related Document(s):

a. Interim Order (I) Approving Debtors' Proposed Form of Adequate Assurance of Payment, (II) Establishing Procedures for Resolving Objections by Utility Companies, (III) Prohibiting Utility Companies from Altering, Refusing or Discontinuing Service, and (IV) Granting Related Relief (Entered August 20, 2026) [Docket No. 55]

b. Omnibus Notice of Entry of Interim Orders and Final Hearing with Respect to First Day Motions (Filed August 18, 2026) [Docket No. 67]

c. Certification of Counsel Regarding Revised Proposed Final Order (I) Approving Debtors' Proposed Form of Adequate Assurance of Payment, (II) Establishing Procedures for Resolving Objections by Utility Companies, (III) Prohibiting Utility Companies from Altering, Refusing or Discontinuing Service, and (IV) Granting Related Relief (Filed September 14, 2026) [Docket No. 131]

d. Final Order (I) Approving Debtors' Proposed Form of Adequate Assurance of Payment, (II) Establishing Procedures for Resolving Objections by Utility Companies, (III) Prohibiting Utility Companies from Altering, Refusing or Discontinuing Service, and (IV) Granting Related Relief (Entered September 14, 2026) [Docket No. 150]

Objection Deadline: September 9, 2026 at 4:00 p.m. (ET), extended until September 11, 2026 at 4:00 p.m. (ET), for Official Committee of Unsecured Creditors, the Office of the United States Trustee, the DIP Agent and the Prepetition ABL Agent, and the Prepetition Term Loan Lenders

Objection(s)/Responses Received:

a. Informal comments from the U.S. Trustee.

b. Informal comments from the Committee.

c. Informal comments from the DIP Agent and Prepetition ABL Agent

d. Informal comments from the Prepetition Term Loan Agent and Prepetition Term Loan Lenders.

Status: An Order has been entered regarding this matter. No hearing is necessary.

10. Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage and Letter of Credit Entered Into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies, Surety Bonds, and Letters of Credit, and (C) Continue to Pay Broker Fees, and (II) Granting Related Relief (Filed August 18, 2026) [Docket No. 7]

Related Document(s):

a. Interim Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage and Letter of Credit Entered Into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies, Surety Bonds, and Letters of Credit, and (C)

Continue to Pay Broker Fees, and (II) Granting Related Relief (Entered August 20, 2026) [Docket No. 60]

b. Omnibus Notice of Entry of Interim Orders and Final Hearing with Respect to First Day Motions (Filed August 18, 2026) [Docket No. 67]

c. Certification of Counsel Regarding Revised Final Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage and Letter of Credit Entered Into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies, Surety Bonds, and Letters of Credit, and (C) Continue to Pay Broker Fees, and (II) Granting Related Relief (Filed September 14, 2026) [Docket No. 133]

d. Final Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage and Letter of Credit Entered Into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies, Surety Bonds, and Letters of Credit, and (C) Continue to Pay Broker Fees, and (II) Granting Related Relief (Entered September 14, 2026) [Docket No. 152]

Objection Deadline: September 9, 2026 at 4:00 p.m. (ET), extended until September 11, 2026 at 4:00 p.m. (ET), for Official Committee of Unsecured Creditors, the Office of the United States Trustee, the DIP Agent and the Prepetition ABL Agent, and the Prepetition Term Loan Lenders

Objection(s)/Responses Received:

a. Informal comments from the U.S. Trustee.

b. Informal comments from the Committee.

c. Informal comments from the DIP Agent and Prepetition ABL Agent

d. Informal comments from the Prepetition Term Loan Agent and Prepetition Term Loan Lenders.

Status: An Order has been entered regarding this matter. No hearing is necessary.

11. Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief (Filed August 18, 2026) [Docket No. 8]

Related Document(s):

a. Interim Orders (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief (Entered August 20, 2026) [Docket No. 61]

b. Omnibus Notice of Entry of Interim Orders and Final Hearing with Respect to First Day Motions (Filed August 18, 2026) [Docket No. 67]

c. Certification of Counsel Regarding Revised Proposed Final Order (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief (Filed September 14, 2026) [Docket No. 130]

d. Final Order (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief (Entered September 14, 2026) [Docket No. 149]

Objection Deadline: September 9, 2026 at 4:00 p.m. (ET), extended until September 11, 2026 at 4:00 p.m. (ET), for Official Committee of Unsecured Creditors, the Office of the United States Trustee, the DIP Agent and the Prepetition ABL Agent, and the Prepetition Term Loan Lenders

Objection(s)/Responses Received:

a. Informal comments from the U.S. Trustee.

b. Informal comments from the Committee.

c. Informal comments from the DIP Agent and Prepetition ABL Agent

d. Informal comments from the Prepetition Term Loan Agent and Prepetition Term Loan Lenders.

Status: An Order has been entered regarding this matter. No hearing is necessary.

12. Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Honor, Maintain, and Administer Customer Programs and Related Prepetition Business Practices, and (II) Granting Related Relief (Filed August 18, 2026) [Docket No. 9]

Related Document(s):

a. Interim Orders (I) Authorizing the Debtors to Honor, Maintain, and Administer Customer Programs and Related Prepetition Business Practices, and (II) Granting Related Relief (Entered August 20, 2026) [Docket No. 62]

b. Omnibus Notice of Entry of Interim Orders and Final Hearing with Respect to First Day Motions (Filed August 18, 2026) [Docket No. 67]

c. Certification of Counsel Regarding Revised Proposed Final Order Authorizing the Debtors to Honor, Maintain, and Administer Customer Programs and Related Prepetition Business Practices, and (II) Granting Related Relief (Filed September 14, 2026) [Docket No. 134]

d. Final Order (I) Authorizing the Debtors to Honor, Maintain, and Administer Customer Programs and Related Prepetition Business Practices, and (II) Granting Related Relief (Entered September 14, 2026) [Docket No. 155]

Objection Deadline: September 9, 2026 at 4:00 p.m. (ET), extended until September 11, 2026 at 4:00 p.m. (ET), for Official Committee of Unsecured Creditors, the Office of the United States Trustee, the DIP Agent and the Prepetition ABL Agent, and the Prepetition Term Loan Lenders

Objection(s)/Responses Received:

a. Informal comments from the U.S. Trustee.

b. Informal comments from the Committee.

c. Informal comments from the DIP Agent and Prepetition ABL Agent

d. Informal comments from the Prepetition Term Loan Agent and Prepetition Term Loan Lenders.

Status: An Order has been entered regarding this matter. No hearing is necessary.

13. Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors and (II) Granting Related Relief (Filed August 18, 2026) [Docket No. 10]

Related Document(s):

a. Interim Orders (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors and (II) Granting Related Relief (Entered August 20, 2026) [Docket No. 63]

b. Omnibus Notice of Entry of Interim Orders and Final Hearing with Respect to First Day Motions (Filed August 18, 2026) [Docket No. 67]

c. Certification of Counsel Regarding Revised Proposed Final Order (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors and (II) Granting Related Relief (Filed September 14, 2026) [Docket No. 137]

d. Final Order (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors and (II) Granting Related Relief (Entered September 14, 2026) [Docket No. 163]

Objection Deadline: September 9, 2026 at 4:00 p.m. (ET), extended until September 11, 2026 at 4:00 p.m. (ET), for Official Committee of Unsecured Creditors, the Office of the United States Trustee, the DIP Agent and the Prepetition ABL Agent, and the Prepetition Term Loan Lenders

Objection(s)/Responses Received:

a. Informal comments from the U.S. Trustee.

b. Informal comments from the Committee.

c. Informal comments from the DIP Agent and Prepetition ABL Agent

d. Informal comments from the Prepetition Term Loan Agent and Prepetition Term Loan Lenders.

Status: An Order has been entered regarding this matter. No hearing is necessary.

14. Debtors' Motion for Interim and Final Orders (A) Authorizing the Debtors to Assume the Consulting Agreement; (B) Authorizing and Approving the Sales of Assets Free and Clear of All Liens, Claims, and Encumbrances; and (C) Granting Related Relief (Filed August 18, 2026) [Docket No. 11]

Related Document(s):

a. Notice of Filing of Interim Order (A) Authorizing the Debtors to Assume the Consulting Agreement; (B) Authorizing and Approving the Sales of Assets Free and Clear of All Liens, Claims, and Encumbrances; and (C) Granting Related Relief (Filed August 20, 2026) [Docket No. 46]

b. Interim Order (A) Authorizing the Debtors to Assume the Consulting Agreement; (B) Authorizing and Approving the Sales of Assets Free and Clear of All Liens, Claims, and Encumbrances; and (C) Granting Related Relief (Entered August 20, 2026) [Docket No. 57]

c. Omnibus Notice of Entry of Interim Orders and Final Hearing with Respect to First Day Motions (Filed August 18, 2026) [Docket No. 67]

d. [SEALED] Declaration of Aaron S. Miller in Support of the Motion of Debtors for Interim and Final Orders (A) Authorizing the Debtors to Assume the Consulting Agreement; (B) Authorizing and Approving the Sales of Assets Free

and Clear of All Liens, Claims, and Encumbrances; and (C) Granting Related Relief (Filed September 2, 2026) [Docket No. 100]

e. [SEALED] Declaration of Mark P. Naughton in Support of the Motion of Debtors for Interim and Final Orders (A) Authorizing the Debtors to Assume the Consulting Agreement; (B) Authorizing and Approving the Sales of Assets Free and Clear of All Liens, Claims, and Encumbrances; and (C) Granting Related Relief (Filed September 3, 2026) [Docket No. 101]

f. (REDACTED) Declaration of Aaron S. Miller in Support of the Motion of Debtors for Interim and Final Orders (A) Authorizing the Debtors to Assume the Consulting Agreement; (B) Authorizing and Approving the Sales of Assets Free and Clear of All Liens, Claims, and Encumbrances; and (C) Granting Related Relief (Filed September 2, 2026) [Docket No. 103]

g. (REDACTED) Declaration of Mark P. Naughton in Support of the Motion of Debtors for Interim and Final Orders (A) Authorizing the Debtors to Assume the Consulting Agreement; (B) Authorizing and Approving the Sales of Assets Free and Clear of All Liens, Claims, and Encumbrances; and (C) Granting Related Relief (Filed September 2, 2026) [Docket No. 104]

h. Certification of Counsel Regarding Revised Proposed Final Order (A) Authorizing the Debtors to Assume the Consulting Agreement; (B) Authorizing and Approving the Sales of Assets Free and Clear of All Liens, Claims, and Encumbrances; and (C) Granting Related Relief (Filed September 14, 2026) [Docket No. 135]

i. Final Order (A) Authorizing the Debtors to Assume the Consulting Agreement; (B) Authorizing and Approving the Sales of Assets Free and Clear of All Liens, Claims, and Encumbrances; and (C) Granting Related Relief (Entered September 14, 2026) [Docket No. 158]

Objection Deadline: September 9, 2026 at 4:00 p.m. (ET), extended until September 11, 2026 at 4:00 p.m. (ET), for Official Committee of Unsecured Creditors, the Office of the United States Trustee, the DIP Agent and the Prepetition ABL Agent, and the Prepetition Term Loan Lenders

Objection(s)/Responses Received:

a. Informal comments from the U.S. Trustee.

b. Informal comments from the Committee.

c. Informal comments from the DIP Agent and Prepetition ABL Agent

d. Informal comments from the Prepetition Term Loan Agent and Prepetition Term Loan Lenders.

Status: An Order has been entered regarding this matter. No hearing is necessary.

15. Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Continued (A) Use of Existing Cash Management System, Bank Accounts, and Business Forms and Payment of Related Prepetition Obligations and (B) Performance of Intercompany Transactions in the Ordinary Course of Business, (II) Granting a Limited Waiver of Section 345(B) Deposit and Investment Requirements, and (III) Granting Related Relief (Filed August 18, 2026) [Docket No. 13]

Related Document(s):

a. Interim Orders (I) Authorizing Continued (A) Use of Existing Cash Management System, Bank Accounts, and Business Forms and Payment of Related Prepetition Obligations and (B) Performance of Intercompany Transactions in the Ordinary Course of Business, (II) Granting a Limited Waiver of Section 345(B) Deposit and Investment Requirements, and (III) Granting Related Relief (Entered August 20, 2026) [Docket No. 64]

b. Omnibus Notice of Entry of Interim Orders and Final Hearing with Respect to First Day Motions (Filed August 18, 2026) [Docket No. 67]

c. Certification Of Counsel Regarding Second Interim Order (I) Authorizing Continued (A) Use of Existing Cash Management System, Bank Accounts, and Business Forms and Payment of Related Prepetition Obligations and (B) Performance of Intercompany Transactions in the Ordinary Course of Business, (II) Granting A Limited Waiver of Section 345(B) Deposit and Investment Requirements, and (III) Granting Related Relief (Filed September 14, 2026) [Docket No. 144]

d. Second Interim Orders (I) Authorizing Continued (A) Use of Existing Cash Management System, Bank Accounts, and Business Forms and Payment of Related Prepetition Obligations and (B) Performance of Intercompany Transactions in the Ordinary Course of Business, (II) Granting a Limited Waiver of Section 345(B) Deposit and Investment Requirements, and (III) Granting Related Relief (Entered September 14, 2026) [Docket No. 167]

Objection Deadline: September 9, 2026 at 4:00 p.m. (ET), extended until September 11, 2026 at 4:00 p.m. (ET), for Official Committee of Unsecured Creditors, the Office of the United States Trustee, the DIP Agent and the Prepetition ABL Agent, and the Prepetition Term Loan Lenders

Objection(s)/Responses Received:

a. Informal comments from the U.S. Trustee.

b. Informal comments from the Committee.

c. Informal comments from the DIP Agent and Prepetition ABL Agent

d. Informal comments from the Prepetition Term Loan Agent and Prepetition Term Loan Lenders.

Status: A Second Interim Order has been entered. This matter has been adjourned to the September 29, 2026 hearing date.

16. Debtors' Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (B) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances, (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases and (C) Granting Related Relief (Filed August 19, 2026) [Docket No. 14]

Related Document(s):

a. Declaration of Neil Gupta in Support of Debtors' Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (B) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances, (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases and (C) Granting Related Relief (Filed August 19, 2026) [Docket No. 15]

b. Notice of Hearing Regarding Debtors' Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (B) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims,

Interests and Encumbrances, (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases and (C) Granting Related Relief (Filed August 21, 2026) [Docket No. 68]

c. Certification of Counsel Regarding Revised Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (II) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief (Filed September 14, 2026) [Docket No. 142]

d. Order (I)(A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (B) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances, (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases and (C) Granting Related Relief (Entered September 14, 2026) [Docket No. 165]

Objection Deadline: September 9, 2026 at 4:00 p.m. (ET), extended until September 11, 2026 at 4:00 p.m. (ET), for Official Committee of Unsecured Creditors, the Office of the United States Trustee, the DIP Agent and the Prepetition ABL Agent, and the Prepetition Term Loan Lenders

Objection(s)/Responses Received:

a. Informal comments from the U.S. Trustee.

b. Informal comments from the Committee.

c. Informal comments from the DIP Agent and Prepetition ABL Agent

d. Informal comments from the Prepetition Term Loan Agent and Prepetition Term Loan Lenders.

Status: An Order has been entered regarding this matter. No hearing is necessary.

17. [SEALED] Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Cole Schotz P.C. as Counsel for the Debtors Effective as of the Petition Date (Filed August 26, 2026) [Docket No. 77]

Related Document(s):

a. (REDACTED) Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Cole Schotz P.C. as Counsel for the Debtors Effective as of the Petition Date (Filed August 26, 2026) [Docket No. 81]

b. Certification of Counsel Regarding Order Authorizing the Retention and Employment of Cole Schotz P.C. as Counsel for the Debtors Effective as of the Petition Date (Filed September 14, 2026) [Docket No. 138]

c. Order Authorizing the Retention and Employment of Cole Schotz P.C. as Counsel for the Debtors Effective as of the Petition Date (Entered September 14, 2026) [Docket No. 161]

Objection Deadline: September 9, 2026 at 4:00 p.m. (ET), extended until September 11, 2026 at 4:00 p.m. (ET), for Official Committee of Unsecured Creditors, the Office of the United States Trustee, the DIP Agent and the Prepetition ABL Agent, and the Prepetition Term Loan Lenders

Objection(s)/Responses Received:

a. Informal comments from the U.S. Trustee.

b. Informal comments from the Committee.

c. Informal comments from the DIP Agent and Prepetition ABL Agent

d. Informal comments from the Prepetition Term Loan Agent and Prepetition Term Loan Lenders.

Status: An Order has been entered regarding this matter. No hearing is necessary.

18. [SEALED] Debtors' Motion for Entry of an Order (I) Approving the Retention and Employment of Reflect Advisors, LLC to Provide the Debtors with a Chief Restructuring Officer and Additional Staff Effective as of the Petition Date, (II) Designating Adam Zalev as the Chief Restructuring Officer to the Debtors, and (III) Granting Related Relief (Filed August 26, 2026) [Docket No. 78]

Related Document(s):

a. (REDACTED) Debtors' Motion for Entry of an Order (I) Approving the Retention and Employment of Reflect Advisors, LLC to Provide the Debtors With a Chief Restructuring Officer and Additional Staff Effective as of the Petition Date, (II) Designating Adam Zalev as the Chief Restructuring Officer to the Debtors, and (III) Granting Related Relief (Filed August 26, 2026) [Docket No. 82]

b. Certification of Counsel Regarding Revised Order (I) Approving the Retention and Employment of Reflect Advisors, LLC to Provide the Debtors with a Chief Restructuring Officer and Additional Staff Effective as of the Petition Date; (II) Designating Adam Zalev as the Chief Restructuring Officer to the Debtors; and (III) Granting Related Relief (Filed September 14, 2026) [Docket No. 136]

c. Order Approving Motion to Employ/Retain Reflect Advisors, LLC as Chief Restructuring Officer and Additional Staff Effective as of the Petition Date; (II) Designating Adam Zalev as the Chief Restructuring Officer to the Debtors; and (III) Granting Related Relief (Entered September 14, 2026) [Docket No. 164]

Objection Deadline: September 9, 2026 at 4:00 p.m. (ET), extended until September 11, 2026 at 4:00 p.m. (ET), for Official Committee of Unsecured Creditors, the Office of the United States Trustee, the DIP Agent and the Prepetition ABL Agent, and the Prepetition Term Loan Lenders

Objection(s)/Responses Received:

a. Informal comments from the U.S. Trustee.

b. Informal comments from the Committee.

c. Informal comments from the DIP Agent and Prepetition ABL Agent

d. Informal comments from the Prepetition Term Loan Agent and Prepetition Term Loan Lenders.

Status: An Order has been entered regarding this matter. No hearing is necessary.

19. [SEALED] Debtors' Application for Entry of an Order (I) Authorizing the Retention and Employment of SSG Advisors, LLC as Investment Banker to the Debtors, Effective as of the Petition Date and (II) Waiving Compliance with Certain of the Requirements of Local Rule 2016-1 (Filed August 26, 2026) [Docket No. 79]

Related Document(s):

a. (REDACTED) Debtors' Application for Entry of an Order (I) Authorizing the Retention and Employment of SSG Advisors, LLC as Investment Banker to the Debtors, Effective as of the Petition Date and (II) Waiving Compliance with Certain of the Requirements of Local Rule 2016-1 (Filed August 26, 2026) [Docket No. 83]

b. Certification of Counsel Regarding Revised Proposed Order (I) Authorizing the Employment and Retention of SSG Advisors, LLC as Investment Banker to the Debtors, Effective as of the Petition Date and (II) Waiving Compliance with Certain of the Requirements of Local Rule 2016-1 (Filed September 14, 2026) [Docket No. 132]

c. Order (I) Authorizing the Employment and Retention of SSG Advisors, LLC as Investment Banker to the Debtors, Effective as of the Petition Date and (II) Waiving Compliance with Certain of the Requirements of Local Rule 2016-1 (Entered September 14, 2026) [Docket No. 151]

Objection Deadline: September 9, 2026 at 4:00 p.m. (ET), extended until September 11, 2026 at 4:00 p.m. (ET), for Official Committee of Unsecured Creditors, the Office of the United States Trustee, the DIP Agent and the Prepetition ABL Agent, and the Prepetition Term Loan Lenders

Objection(s)/Responses Received:

a. Informal comments from the U.S. Trustee.

b. Informal comments from the Committee.

c. Informal comments from the DIP Agent and Prepetition ABL Agent

d. Informal comments from the Prepetition Term Loan Agent and Prepetition Term Loan Lenders.

Status: An Order has been entered regarding this matter. No hearing is necessary.

20. Debtors' First Omnibus Motion for Entry of an Order (I) Authorizing Rejection of Certain Executory Contracts and Unexpired Leases Effective as of the Rejection Date and (II) Granting Related Relief (Filed August 20, 2026) [Docket No. 96]

Related Document(s):

a. Certification of Counsel Regarding Revised Proposed Order (I) Authorizing Rejection of Certain Executory Contracts and Unexpired Leases, Effective as of The Rejection Date and (II) Granting Related Relief (Filed September 14, 2026) [Docket No. 143]

b. Order (I) Authorizing Rejection of Certain Executory Contracts and Unexpired Leases Effective as of the Rejection Date and (II) Granting Related Relief (Entered September 14, 2026) [Docket No. 162]

Objection Deadline: September 9, 2026 at 4:00 p.m. (ET), extended until September 11, 2026 at 4:00 p.m. (ET), for Official Committee of Unsecured Creditors, the Office of the United States Trustee, the DIP Agent and the Prepetition ABL Agent, and the Prepetition Term Loan Lenders.

Objection(s) Received:

c. Objection to Debtors' First Omnibus Motion for Entry of an Order (I) Authorizing Rejection of Certain Executory Contracts and Unexpired Leases Effective as of the Rejection Date and (II) Granting Related Relief filed by West Sacramento Logistics LL, LLC (Filed September 9, 2026) [Docket No. 123]

d. Informal comments from the Committee.

Status: An Order has been entered with respect to the non-objecting counterparties. No hearing is necessary. This matter has been adjourned to the September 29, 2026 hearing date with respect to West Sacramento Logistics LL, LLC.

21. Debtors' Motion for Entry of an Order (A) Extending the Time to File Schedules of Assets and Liabilities and Statements of Financial Affairs and (B) Granting Related Relief (Filed September 1, 2026) [Docket No. 97]

Related Document(s):

a. Certification of Counsel Regarding Revised Order (A) Extending the Time to File Schedules of Assets and Liabilities and Statements of Financial Affairs and (B) Granting Related Relief (Filed September 14, 2026) [Docket No. 139]

b. Order (A) Extending the Time to File Schedules of Assets and Liabilities and Statement of Financial Affairs and (B) Granting Related Relief (Entered September) [Docket No. 159]

Objection Deadline: September 9, 2026 at 4:00 p.m. (ET), extended until September 11, 2026 at 4:00 p.m. (ET), for Official Committee of Unsecured Creditors, the Office of the United States Trustee, the DIP Agent and the Prepetition ABL Agent, and the Prepetition Term Loan Lenders

Objection(s)/Responses Received:

a. Informal comments from the U.S. Trustee.

b. Informal comments from the Committee.

c. Informal comments from the DIP Agent and Prepetition ABL Agent

d. Informal comments from the Prepetition Term Loan Agent and Prepetition Term Loan Lenders.

Status: An Order has been entered regarding this matter. No hearing is necessary.

22. Debtors' Motion for Entry of an Order (I) Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals and (II) Granting Related Relief (Filed September 2, 2026) [Docket No. 108]

Related Document(s):

a. Certification of Counsel Regarding Revised Order (I) Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals and (II) Granting Related Relief (Filed September 14, 2026) [Docket No. 140]

b. Order (I) Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Retained Professionals and (II) Granting Related Relief (Entered September 14, 2026) [Docket No. 166]

Objection Deadline: September 9, 2026 at 4:00 p.m. (ET), extended until September 11, 2026 at 4:00 p.m. (ET), for Official Committee of Unsecured Creditors, the Office of the United States Trustee, the DIP Agent and the Prepetition ABL Agent, and the Prepetition Term Loan Lenders

Objection(s)/Responses Received:

a. Informal comments from the U.S. Trustee.

b. Informal comments from the Committee.

c. Informal comments from the DIP Agent and Prepetition ABL Agent

d. Informal comments from the Prepetition Term Loan Agent and Prepetition Term Loan Lenders.

Status: An Order has been entered regarding this matter. No hearing is necessary.

23. Debtors' Motion for Entry of an Order (I) Authorizing the Debtors to Retain and Compensate Professionals Utilized in the Ordinary Course of Business and (II) Granting Related Relief (Filed September 2, 2026) [Docket No. 109]

Related Document(s):

a. Certification of Counsel Regarding Revised Order (I) Authorizing the Debtors to Retain and Compensate Professionals Utilized in the Ordinary Course of Business and (II) Granting Related Relief (Filed September 14, 2026) [Docket No. 141]

b. Order (I) Authorizing the Debtors to Retain and Compensate Professionals Utilized in the Ordinary Course of Business and (II) Granting Related Relief (Entered September 14, 2026) [Docket No. 160]

Objection Deadline: September 9, 2026 at 4:00 p.m. (ET), extended until September 11, 2026 at 4:00 p.m. (ET), for Official Committee of Unsecured Creditors, the Office of the United States Trustee, the DIP Agent and the Prepetition ABL Agent, and the Prepetition Term Loan Lenders

Objection(s)/Responses Received:

a. Informal comments from the U.S. Trustee.

b. Informal comments from the Committee.

c. Informal comments from the DIP Agent and Prepetition ABL Agent

d. Informal comments from the Prepetition Term Loan Agent and Prepetition Term Loan Lenders.

Status: An Order has been entered regarding this matter. No hearing is necessary.

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Dated: September 14, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

Justin R. Alberto (No. 5126)
Stacy L. Newman (No. 5044)
Carol E. Thompson (No. 6936)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
Email: jalberto@coleschotz.com
snewman@coleschotz.com
cthompson@coleschotz.com

Seth Van Aalten (admitted *pro hac vice*)
Sarah A. Carnes (admitted *pro hac vice*)
Michael A. Solimani (admitted *pro hac vice*)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
Email: svanaalten@coleschotz.com
scarnes@coleschotz.com
msolimani@coleschotz.com

Counsel for Debtors and Debtors in Possession

Court File No. CL-26-00000372-0000

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED

AND IN THE MATTER OF DE CLOET GREENHOUSE MFG. LTD.

APPLICATION OF DE CLOET GREENHOUSE MFG. LTD. UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF JOSHUA GORDON

CASSELS BROCK & BLACKWELL LLP
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance Street
Toronto, Ontario M5H 0B4

Ryan Jacobs LSO#: 59510J
Tel: 416.860.6465
rjacobs@cassels.com

Natalie E. Levine LSO#: 64908K
Tel: 416.860.6568
nlevine@cassels.com

Alec Hoy LSO#: 85489K
Tel: 416.860.2976
ahoy@cassels.com

Lawyers for the Foreign Representative