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

MOTION RECORD
ORDER (RECOGNITION OF FOREIGN ORDERS)

September 11, 2026

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TO: THE SERVICE LIST

Court File No.: CL-26-00000372-0000

ONTARIO
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(as of September 11, 2026)

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Court File No. CL-26-00000372-0000

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

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Tab 1

Court File No. CL-26-00000372-0000

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

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NOTICE OF MOTION
(Recognition of Foreign Orders)

De Cloet Greenhouse Mfg. Ltd. (the "**Canadian Debtor**"), in its capacity as foreign representative (the "**Foreign Representative**") of itself and the other Debtors[1], will make a motion before the Honourable Justice Dunphy of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on September 18, 2026 at 12:30 p.m. (Eastern Time), or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard by videoconference at a Zoom link to be provided by the Court.

THE MOTION IS FOR:

1. An Order (the "**Second Recognition Order**"), substantially in the form set out at Tab 3 of the Motion Record, among other things, (i) recognizing and enforcing the September 16 Foreign Orders (as defined below) pursuant to section 49 of the *Companies' Creditors Arrangement Act*,

[1] The "**Debtors**" include BFG Supply Co., LLC; Bamboo Purchaser, Inc.; BFG Purchaser Parent, Inc.; BFG Supply Holdings, Inc.; BFG Holdings I, Inc.; BFG Supply Canada Holdings, Inc.; BFG Kalamazoo, LLC; BFG Logistics, LLC; L&L Nursery Supply, Inc.; Gard'N-Wise Distributors, Inc.; International Greenhouse Contractors, LLC; Greenhouse Solutions, LLC; Greenhouse Contracting Services, LLC; Green-Tek, LLC; GROSouth, Inc.; BFG VG Supply Acquisition, LLC; and the Canadian Debtor.

R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), and (ii) granting certain protections to Reflect and the CRO (each as defined below) in Canada; and

2. Such further and other relief as to this Honourable Court may seem just.

THE GROUNDS FOR THIS MOTION ARE:

Background

3. On August 18, 2026, the Debtors filed voluntary petitions for relief pursuant to chapter 11 of title 11 of the United States Code with the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**"). The cases commenced by the Debtors in the U.S. Bankruptcy Court are referred to herein as the "**Chapter 11 Cases**".

4. On August 19, 2026, the Canadian Debtor, in its capacity as proposed foreign representative, commenced proceedings under the CCAA (the "**Canadian Recognition Proceeding**") by way of application for an order (the "**Interim Stay Order**") pursuant to Section 106 of the *Courts of Justice Act*, R.S.O. 1990, c C.43 and Part IV of the CCAA. The Court granted the Interim Stay Order on August 19, 2026.

5. On August 20, 2026, the U.S. Bankruptcy Court entered various orders in the Chapter 11 Cases (the "**First Day Orders**"), including an Order authorizing the Canadian Debtor to act as the Foreign Representative for the purposes of the Canadian Recognition Proceeding.

6. On August 28, 2026, the Court granted an Initial Recognition Order, among other things: (a) recognizing the Canadian Debtor as the Foreign Representative of itself and the other Debtors in respect of the Chapter 11 Cases; (b) recognizing the United States of America as the centre of main interests for the Canadian Debtor; and (c) recognizing the Canadian Debtor's Chapter 11 Case as a "foreign main proceeding". On the same day, the Court granted a Supplemental Recognition Order (Foreign Main Proceeding) (the "**Supplemental Order**"), among other things, (a) recognizing certain of the First Day Orders; (b) granting a stay of proceedings in respect of

the Canadian Debtor and its directors and officers in Canada; (c) granting an administration charge, a charge in favour of the directors and officers of the Canadian Debtor and a charge in favour of the lenders under the debtor-in-possession facility entered into by the Debtors (the "**DIP Facility**"); and (d) appointing AlixPartners Restructuring, Inc. as information officer (the "**Information Officer**") in the Canadian Recognition Proceeding.

7. The Debtors have scheduled a hearing before the U.S. Bankruptcy Court for September 16, 2026, to seek entry of, among other orders: (a) final versions of the First Day Orders (collectively, the "**Final First Day Orders**"); and (b) certain additional orders from the U.S. Bankruptcy Court (the "**Second Day Orders**" and together with the Final First Day Orders, the "**September 16 Foreign Orders**").

The Final First Day Orders

8. To facilitate the broader restructuring, the Foreign Representative is seeking recognition of the Final First Day Orders in Canada, if granted by the U.S. Bankruptcy Court.

9. Each of the proposed Final First Day Orders is a "final" version of a First Day Order previously entered by the U.S. Bankruptcy Court on an interim basis and recognized by the Court pursuant to the Supplemental Order. The Final First Day Orders are substantially similar to the corresponding First Day Orders. The motion materials for the Final First Day Orders were previously provided to the Court as Exhibits to the Affidavit of Joshua Gordon sworn August 21, 2026 (the "**Gordon Affidavit**").

The Second Day Orders

10. In addition to the Final First Day Orders, the Foreign Representative is seeking recognition of the Second Day Orders pursuant to the Second Recognition Order.

11. The Second Day Orders consist of: (i) an Order (the "**Bidding Procedures Order**"), among other things, establishing bidding procedures to be used in connection with the sale of all,

substantially all, or one or more portions of the Debtors' assets, with any transaction identified to be approved at a later date by order of the U.S. Bankruptcy Court; (ii) an Order (the "**Sealing Order**") sealing unredacted copies of the Fee Letters (as defined in the Sealing Order) in connection with the DIP Facility; and (iii) an Order approving the retention of Reflect Advisors, LLC (the "**Reflect Retention Order**").

12. Recognition of the Bidding Procedures Order, if entered by the U.S. Bankruptcy Court, will assist with and facilitate the efforts of the Debtors, including the Canadian Debtor, to pursue a sale of all or part of the Debtors' business, including the business of the Canadian Debtor, for the benefit of all parties and with a view to maximizing the value of the Canadian Debtor's assets and business.

13. Recognition of the Sealing Order is necessary to protect and preserve the confidentiality of sensitive and confidential commercial information set out in the Fee Letters, which could harm the Debtors, including the Canadian Debtor, if made publicly available.

14. Recognition of the Reflect Retention Order is necessary to ensure the CRO is engaged in Canada to assist and oversee the restructuring of the Canadian Debtor and maximize the value returnable to stakeholders.

15. Recognition of the Second Day Orders is necessary for the efficient administration of the Debtors' Chapter 11 Cases and this Canadian Recognition Proceeding. The motion materials for the Second Day Orders are attached to the Affidavit of Adam Zalev sworn September ●, 2026 (the "**Third Zalev Affidavit**").

CRO Protections

16. The Foreign Representative is also seeking certain relief in favour of Reflect Advisor, LLC ("**Reflect**") and Adam Zalev, in his capacity as Chief Restructuring Officer of the Debtors (the "**CRO**"). The relief is intended to provide Reflect and the CRO with limited protections from any

liability they may incur in connection with the Canadian Recognition Proceeding, including by extending the stay of proceedings in Canada to Reflect and the CRO and declaring that neither of CRO or Reflect shall be deemed to be a director or *de facto* director of the Canadian Debtor.

The Second Recognition Order is Appropriate

17. Each of the September 16 Foreign Orders treat the Debtors' stakeholders in Canada and the United States equally.

18. The Foreign Representative is serving this motion in advance of the September 16 Foreign Orders being entered to provide Canadian creditors with as much notice as possible. Copies of the September 16 Foreign Orders will be served by way of supplemental affidavit if they are entered.

19. Recognition of the September 16 Foreign Orders, if entered, is necessary to protect the Canadian Debtor and preserve the value of the Canadian business for the benefit of a broad range of stakeholders.

Other Grounds

20. The provisions of the CCAA, including Part IV thereof;

21. The provisions of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, including Rules 1.04, 1.05, 2.03, 3.02, 16 and 37 thereof; and

22. Such further and other grounds as the lawyers may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

23. The Third Zalev Affidavit, and the exhibits attached thereto;

24. The Gordon Affidavit, and the exhibits attached thereto;

25. The First Report of the Information Officer, to be filed; and

26. Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

September 11, 2026

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ONTARIO
SUPERIOR COURT OF JUSTICE
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PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION

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Tab 2

Court File No. CL-26-00000372-0000

ONTARIO
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AFFIDAVIT OF ADAM ZALEV
(sworn September 11, 2026)

I, Adam Zalev, of the City of Nashville, in the state of Tennessee, MAKE OATH AND SAY:

1. I am the Founding Member and Managing Director of Reflect Advisors LLC ("**Reflect**") and currently serve as the Chief Restructuring Officer ("**CRO**") of the Debtors[1]. In July 2026, the Debtors engaged Reflect to provide interim management services and I was appointed by the Debtors to act as CRO on July 22, 2026.

2. I swear this affidavit in support of the motion filed by the Canadian Debtor, in its capacity as foreign representative of the Debtors (in such capacity, the "**Foreign Representative**"), for certain relief pursuant to section 49 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, including an Order recognizing and giving full force and effect in Canada to certain orders entered by the United States Bankruptcy Court for the District of Delaware (the

[1] The "**Debtors**" include BFG Supply Co., LLC; Bamboo Purchaser, Inc.; BFG Purchaser Parent, Inc.; BFG Supply Holdings, Inc.; BFG Holdings I, Inc.; BFG Supply Canada Holdings, Inc.; BFG Kalamazoo, LLC; BFG Logistics, LLC; L&L Nursery Supply, Inc.; Gard'N-Wise Distributors, Inc.; International Greenhouse Contractors, LLC; Greenhouse Solutions, LLC; Greenhouse Contracting Services, LLC; Green-Tek, LLC; GROSouth, Inc.; BFG VG Supply Acquisition, LLC; and De Cloet Greenhouse Mfg. Ltd. (the "**Canadian Debtor**").

"**U.S. Bankruptcy Court**") in the cases (the "**Chapter 11 Cases**") commenced by the Debtors under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**").

3. Specifically, the Foreign Representative is seeking recognition in Canada of the following orders of the U.S. Bankruptcy Court (collectively, the "**September 16 Foreign Orders**") to the extent such orders are formally entered prior to the return of this motion:

(a) *Final Order Under Bankruptcy Code Sections 105, 361, 362, 363, 364, 503, 506, 507, and 552, and Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014 (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral (II) Granting (A) Liens and Providing Superiority 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* (the "**Final DIP Order**"), a draft of which will be provided once available;

(b) *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 "**Final Liquidation Procedures Order**"), a draft of which is attached hereto as **Exhibit "A"**;

(c) *Final Order (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors and (II) Granting Related Relief* (the "**Final Critical Vendors Order**"), a draft of which is attached hereto as **Exhibit "B"**;

(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 (the "**Final Utilities Order**"), a draft of which is attached hereto as **Exhibit "C"**;

(e) *Final Order (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief* (the "**Final Taxes Order**"), a draft of which is attached hereto as **Exhibit "D"**;

(f) *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* (the "**Final Insurance Order**"), a draft of which is attached hereto as **Exhibit "E"**;

(g) *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* (the "**Final Wages Order**"), a draft of which is attached hereto as **Exhibit "F"**;

(h) *Final 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 (the "**Final Cash Management Order**"), a draft of which is attached hereto as **Exhibit "G"**;

(i) *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 "**Final Customer Programs Order**" and together with items (a) – (h), the "**Final First Day Orders**"), a draft of which is attached hereto as **Exhibit "H"**;

(j) *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* (the "**Bidding Procedures Order**"), the motion materials filed in the Chapter 11 Cases in connection therewith (the "**Bidding Procedures Motion**"), including a draft of the Bidding Procedures Order, are attached hereto as **Exhibit "I"**;

(k) *Order Authorizing the Debtors to File Under Seal the Fee Letters Related to the DIP Facility* (the "**Sealing Order**"), the motion materials filed in the Chapter 11 Cases in connection therewith, including a draft of the Sealing Order, are attached hereto as **Exhibit "J"**; and

(l) *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 "**Reflect Retention Order**" and together with items (j) and (k), the "**Second Day Orders**"), the motion materials filed in the Chapter 11 Cases in connection therewith, including a draft of the Reflect Retention Order, are attached hereto as **Exhibit "K"**.

4. A hearing before the U.S. Bankruptcy Court has been scheduled for September 16, 2026. Objections to the requested relief were due on September 9, 2026 at 5:00 pm. No objections to the relief sought in the September 16 Foreign Orders were filed as of the date of this Affidavit. [2]

5. The Official Committee of Unsecured Creditors (the "**UCC**") appointed in these Chapter 11 Cases has provided the Debtors' United States legal counsel with comments on certain of the drafts of the September 16 Foreign Orders. I understand that the Debtors are making revisions to the drafts of the September 16 Foreign Orders in light of these comments. Accordingly, updated drafts of those orders will be provided once available.

6. Each of the Final First Day Orders is a "final" version of an order previously entered by the U.S. Bankruptcy Court on an interim basis and recognized by this Court (such orders, the "**First Day Orders**"). The motion materials in connection with the Final First Day Orders were filed with the Court as Exhibits to the Affidavit of Joshua Gordon sworn August 21, 2026.

7. The motion materials for the Second Day Orders were filed with the U.S. Bankruptcy Court concurrently with the filing of the materials for the First Day Orders or shortly thereafter, but the Second Day Orders were not sought on an interim basis at the initial hearing of these Chapter 11 Cases (the "**First Day Hearing**"). The Second Day Orders are necessary for the preservation of

[2] One objection was filed with respect to relief related to a lease in California. That relief is not before this Court.

the Canadian Debtor's business and going concern value, and to maximize value for the Canadian Debtor's stakeholders.

8. Unless otherwise indicated, capitalized terms used and not defined in this affidavit have the meaning given to them in the Affidavit of Adam Zalev sworn August 19, 2026 (the "**Initial Zalev Affidavit**") or the Affidavit of Adam Zalev sworn August 21, 2026 (the "**Second Zalev Affidavit**"), copies of which (without exhibits) are attached hereto as **Exhibit "L"** and **Exhibit "M"**, respectively.

9. Unless otherwise indicated, dollar amounts referenced in this affidavit are references to United States dollars.

10. Additional information on these proceedings is available on the Information Officer's website at https://cdncases.alixpartners.com/experience/case/DeCloet-Greenhouse. Copies of documents filed in the U.S. Bankruptcy Court in connection with the Chapter 11 Cases can be found on the Debtors' case website administered by Epiq Corporate Restructuring, LLC, the Debtors' claims, noticing and solicitation agent, https://dm.epiq11.com/case/bfgsupply/info.

I. OVERVIEW

A. Procedural Background

11. On August 18, 2026 (the "**Petition Date**"), the Debtors filed voluntary petitions for relief (the "**Petitions**") under the Bankruptcy Code in the U.S. Bankruptcy Court. Concurrently with the filing of the Petitions, the Debtors filed certain motions for the First Day Orders, requesting authority from the U.S. Bankruptcy Court to continue to operate the Debtors' businesses in compliance with the Bankruptcy Code and to begin the planned restructuring process described in the Initial Zalev Affidavit.

12. On August 19, 2026, the Honourable Justice Dunphy of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") granted an interim stay of proceedings in respect of the Canadian Debtor, pending the hearing on the Foreign Representative's initial application to, among other things, recognize the Canadian Debtor's Chapter 11 Case as a foreign main proceeding.

13. Following the First Day Hearing, the U.S. Bankruptcy Court entered the First Day Orders, including an Order authorizing the Canadian Debtor to act as the Foreign Representative of itself and the other Debtors.

14. On August 28, 2026, the Court entered:

(a) an Initial Recognition Order, among other things, (i) recognizing the Canadian Debtor as the Foreign Representative of itself and the other Debtors in respect of the Chapter 11 Cases; (ii) recognizing the United States of America as the centre of main interest for the Canadian Debtor; and (iii) recognizing the Canadian Debtor's Chapter 11 Case as a "foreign main proceeding"; and

(b) a Supplemental Recognition Order (Foreign Main Proceeding), among other things, (i) recognizing certain orders entered by the U.S. Bankruptcy Court in the Chapter 11 Cases; (ii) granting a stay of proceedings in respect of the Canadian Debtor and its directors and officers in Canada; (iii) granting the Administration Charge, the D&O Charge and the DIP Lender's Charge; and (iv) appointing AlixPartners Restructuring, Inc. as Information Officer in the Canadian Recognition Proceeding.

15. In this motion, the Foreign Representative now seeks recognition of the Final First Day Orders and the Second Day Orders in order to facilitate this cross-border restructuring. These orders are described in further detail below.

B. The Debtors

16. The Debtors are a collection of complementary businesses, operating as a commercial enterprise to offer a shared customer base a broad suite of green industry-focused products and services. The Debtors operate one of North America's leading wholesale distribution platforms, serving as a critical intermediary in the professional green industry. The Debtors also operate several specialized businesses that complement the distribution platform.

17. As of the Petition Date, the Debtors employed approximately 461 employees, including 30 employees in Canada, and operated out of nineteen facilities (one of which was located in Canada). In fiscal year 2026, the Debtors generated approximately $536.5 million in gross revenue ($12.2 million of which was attributable to the Canadian Debtor's operations) and, as of the Petition Date, were subject to approximately $342.6 million of secured indebtedness.

18. Further background regarding the Debtors' business operations, including the operations of the Canadian Debtor, and the Chapter 11 Cases is set out in the Initial Zalev Affidavit and the First Day Declaration.

C. Case Updates

19. On September 1, 2026, the Office of the United States Trustee appointed the UCC for the Chapter 11 Cases. A copy of the Notice of Appointment is attached hereto as **Exhibit "N"**. The UCC is an estate fiduciary and is required to act in the best interests of all unsecured creditors of the Debtors (including unsecured creditors of the Canadian Debtor). The UCC, through counsel,

has made information requests from the Debtors and has provided feedback on the proposed orders to be sought in the U.S. Bankruptcy Court.

20. As noted in the Second Zalev Affidavit, the DIP Lenders required the Debtors to begin liquidation sales for certain unprofitable segments of the business immediately upon filing of the Petitions. The Debtors are working to exit (or have exited) certain leases that they have determined have no value to the estates and have begun to liquidate certain assets.

21. The Canadian business, through the Canadian Debtor, has continued to operate since the Petition Date.

22. Although the proposed Bidding Procedures (as defined below) have not yet been approved by the U.S. Bankruptcy Court, the Debtors, through their advisors, have begun the work required for the going-concern sale process, including preparing marketing materials, entering into non-disclosure agreements and responding to diligence requests. In particular, SSG Advisors, LLC ("**SSG**"), as proposed investment banker, has been in contact with potential purchasers, including working to identify potential stalking horse bidders for all or part of the Debtors' business, including the Canadian Debtor's business, on a going-concern basis. At this time, no stalking horse bid has been filed with the U.S. Bankruptcy Court for any part of the Debtors' business.

II. FOREIGN ORDERS

A. Final DIP Order

23. By way of the Interim DIP Order, the Debtors were authorized to obtain postpetition financing pursuant to the DIP Facility, in accordance with the terms of the DIP Credit Agreement, and access cash collateral of the Prepetition ABL Secured Parties. The Debtors' obligations under the DIP Facility are secured by the DIP Liens, the priority of which is discussed in the Second

Zalev Affidavit. Under the Interim DIP Order, the DIP Facility provides a total interim availability of $22 million, approximately $8 million of which is new money financing. If the Final DIP Order is entered, the DIP Facility will increase to $55 million, reflecting a roll up of the remaining amounts outstanding under the prepetition Revolving Credit Facility.

24. Pursuant to the Interim DIP Order, the Debtors are required to use any cash, collections and proceeds of DIP Collateral (other than Prepetition Term Loan Priority Collateral), including any DIP Collateral of the Canadian Debtor, on a dollar-for-dollar basis, to reduce the amounts outstanding under the Revolving Credit Facility, which results in a corresponding increase to availability under the DIP Facility. To facilitate this, the Debtors' accounts are regularly swept and cash is reborrowed. Notwithstanding the foregoing, with the consent of the DIP Lender, the Canadian Debtor has been permitted to retain a balance of approximately C$500,000 in the Canadian Debtor's accounts, to ensure that the Canadian Debtor has sufficient funds to address its day-to-day needs during the course of the Chapter 11 Cases and preserve the going concern value of the Canadian business.

25. The Canadian Debtor is a borrower under the DIP Facility and is eligible to draw upon the DIP Facility to fund its operations as needed. To date, the Canadian Debtor has not drawn upon the DIP Facility, but is expected to require financing during the Restructuring Proceedings.

26. As set out in the motion materials filed in connection with the Interim DIP Order, the Final DIP Order will amend the relief previously granted in the Interim DIP Order to, among other things: (a) reflect the relief being granted on a final basis rather than interim; (b) increase the availability under the DIP Facility to $55 million, which reflects a roll up of the remaining outstanding Prepetition Revolving Loans (as defined in the DIP Order); and (c) waive certain rights related to

marshalling and surcharging of collateral that would otherwise be available under the U.S. Bankruptcy Code.

27. The form of Final DIP Order has not yet been filed with the U.S. Bankruptcy Court and will be provided to this Court when it is available.

B. Final Liquidation Procedures Order

28. By way of the Interim Liquidation Procedures Order, the Debtors were authorized to assume the Consulting Agreement and complete sales of the Debtors' Assets, including the Receivables, on an "as is, where is" basis, free and clear of Encumbrances (the "**Sales**").

29. The Final Liquidation Procedures Order amends the relief previously granted in the Interim Liquidation Procedures Order to: (a) reflect the relief being granted on a final basis; and (b) authorize the Debtors to assume the Consulting Agreement on a final basis.

30. Given the ongoing efforts to identify a going concern transaction in respect of the Canadian Debtor's business, the Sales have not yet begun in Canada and are not anticipated to commence until after the Canadian Debtor's business has been marketed pursuant to the Bidding Procedures to determine whether a viable going concern transaction exists.

C. Final Critical Vendors Order

31. By the Interim Critical Vendors Order, the Debtors were authorized to make certain prepetition payments to vendors of goods and/or services who are critical to the Debtors' operations and business and who cannot otherwise be compelled to continue to work with the Debtors.

32. The Canadian Debtor has worked with the Information Officer and CRO to review its vendors and has identified a limited number of critical vendors.

33. The Final Critical Vendors Order amends the relief previously granted in the Interim Critical Vendors Order to reflect the relief being granted on a final basis rather than interim.

D. Final Utilities Order

34. By the Interim Utilities Order, the Debtors' proposed form of adequate assurance of postpetition payment to the Utility Companies was approved and the Utility Companies were prohibited from altering, refusing, or discontinuing services to, or discriminating against, the Debtors on the basis of the commencement of the Chapter 11 Cases or any perceived inadequacy of the Debtors' proposed adequate assurance.

35. The Final Utilities Order amends the relief previously granted in the Interim Utilities Order to reflect the relief being granted on a final basis rather than interim.

E. Final Taxes Order

36. By the Interim Taxes Order, the Debtors were authorized to pay and remit all prepetition and postpetition obligations on account of Taxes and Fees and Assessments, subject to a limit of $500,000 in the aggregate for payments made on account of prepetition obligations. Canadian tax installments of approximately C$85,000 have been paid under the authority of the Interim Taxes Order.

37. The Final Taxes Order amends the relief previously granted in the Interim Taxes Order to: (a) reflect the relief being granted on a final basis rather than interim; and (b) remove the limit on payments made on account of Taxes and Fees relating to the prepetition period.

F. Final Insurance Order

38. By way of the Interim Insurance Order, the Debtors were authorized to, among other things, continue and maintain coverage under the Insurance Policies, surety bonds and letters of

credit, including to pay any related prepetition or postpetition amounts or obligations, including broker fees, up to a maximum aggregate amount of $200,000.

39. The Final Insurance Order amends the relief previously granted in the Interim Insurance Order to: (a) reflect the relief being granted on a final basis rather than interim; and (b) remove the limit on payments made on account of prepetition or postpetition obligations relating to the Insurance Policies, surety bonds and letters of credit.

G. Final Wages Order

40. By the Interim Wages Order, the Debtors were authorized to, among other things: (a) pay prepetition wages, compensation, employee benefits and other employee and independent contractor obligations up to the amount of $1,064,951.62; and (b) continue certain employee benefit programs in the ordinary course.

41. The Final Wages Order amends the relief previously granted in the Interim Wages Order to: (a) reflect the relief being granted on a final basis rather than interim; (b) increase the aggregate amount of prepetition payments the Debtors are authorized to make to $1,937,715.74; and (c) remove the restriction on the Debtors' ability to make cash out payments to employees on account of Paid Time Off.

H. Final Cash Management Order

42. By the Interim Cash Management Order, the Debtors were authorized to, among other things: (a) continue using their existing cash management system, bank accounts, and business forms; (b) pay certain prepetition obligations related thereto up to a maximum amount of $25,000; and (c) continue to perform intercompany transactions in the ordinary course of business.

43. The Final Cash Management Order amends the relief previously granted in the Interim Cash Management Order to: (a) reflect the relief being granted on a final basis rather than interim;

(b) remove the Debtors' obligation to cause applicable banks to execute a Uniform Depository Agreement (as defined in the Final Cash Management Order); and (c) remove the limit on payments the Debtors are authorized to make for prepetition obligations.

I. Final Customer Programs Order

44. By way of the Interim Customer Programs Order, the Debtors were authorized to continue to maintain and administer the Customer Programs, including to honour and fulfill obligations arising under the Customer Programs.

45. The Final Customer Programs Order amends the relief previously granted in the Interim Customer Programs Order to reflect the relief being granted on a final basis rather than interim.

46. As discussed in the Second Zalev Affidavit, in the ordinary course of business, the Canadian Debtor frequently receives Customer Deposits in connection with orders received for the Canadian Debtor's bespoke products and services. Since the issuance of the Initial Recognition Order, the Canadian Debtor has conferred with the CRO and Information Officer prior to entering into customer contracts to determine, on a case-by-case basis, (i) whether a Customer Deposit is required and (ii) the appropriate treatment of the Customer Deposit, if any.

J. Bidding Procedures Order[3]

47. The Bidding Procedures Order, among other things, (a) authorizes and approves the bidding procedures (the "**Bidding Procedures**") to be used in connection with the sale of all, substantially all, or one or more portions of the Debtors' assets (the "**Assets**"), (b) authorizes the Debtors to designate one or more Stalking Horse Bidders and provide Bid Protections in connection therewith, (c) schedules an auction for the Assets (the "**Auction**"), if required, (d)

[3] Capitalized terms used in this subsection and not otherwise defined shall have the meaning given to them in the Bidding Procedures Motion, a copy of which is attached hereto as **Exhibit "I"**.

authorizes the proposed procedure governing the assumption and assignment of certain executory contracts and unexpired leases (the "**Contracts**") in connection with any Sale, and (e) approves the form and manner of notice to each relevant non-Debtor counterparty to a Contract.

48. The Bidding Procedures establish an open process pursuant to which the Debtors, with the assistance of SSG, will seek bids for all or a subset of the Assets, with the ability to designate one or more Stalking Horse Bidders to set a floor at an Auction. The Bidding Procedures are a continuation of the prepetition efforts of the Debtors, with the assistance of SSG, to solicit interest in a going concern transaction for the Debtors' business. The Bidding Procedures, among other things, set out the formal procedures for interested parties to access due diligence, the manner in which bidders and bids become "qualified," the conduct of any Auction, the selection and approval of a Successful Bidder or Bidders and Backup Bidders, and the deadlines with respect to the foregoing. The Bidding Procedures are designed to encourage all prospective bidders to put their best foot forward and create a path towards a Transaction. This work will build on the steps that began pre-filing and have continued since the Petition Date.

49. If an executable Transaction is identified through the sale process, the Debtors will seek entry of one or more Sale Orders at the Sale Hearing, among other things, (a) authorizing and approving the Sale to the Successful Bidder on the terms substantially set forth in the Successful Bid, (b) authorizing and approving the Sale of the Assets free and clear of any liens, claims, interests, and encumbrances to the extent set forth in the purchase agreement with the Successful Bidder and (c) authorizing and approving the assumption and assignment of certain Contracts to the Successful Bidder.

50. To the extent a Transaction includes Assets located in Canada, the applicable Sale Order shall be required to be recognized by an order of this Court.

51. The timelines in the Bidding Procedures represent an expedited timeline, taking into consideration the prepetition marketing process already conducted and limited liquidity available to support a protracted sale process, by which the Debtors will solicit interest in one or more going concern transactions for their business. A summary of the timelines for the Bidding Procedures is set out below:

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)	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 Eastern Time)	Bid 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 U.S. Bankruptcy Court	Sale Hearing
October 21, 2026	Deadline for entry of a recognition order in the Canadian Recognition Proceeding, if necessary
October 22, 2026	Deadline to consummate approved Sale

K. Sealing Order

52. The Sealing Order, among other things, authorizes the Debtors to seal the fee letters between the Debtors and the DIP Agent, which set forth certain fees in connection with the DIP Facility (the "**Fee Letters**").

53. The Fee Letters contain sensitive and confidential commercial information regarding the structure and amount of the fees relating to the DIP Facility, which could harm the Debtors and the DIP Credit Parties if made publicly available. Redacted copies of the Fee Letters have been publicly filed. The redactions solely relate to the fees in connection with the DIP Facility, and the unredacted Fee Letters will be made available to the U.S. Bankruptcy Court, the U.S. Trustee, counsel to the UCC, and such further parties in interest upon reasonable request.

L. Reflect Retention Order & CRO Protections

54. The Reflect Retention Order authorizes the Debtors to: (a) retain and employ Reflect, to provide the Debtors with a CRO, and certain additional Reflect personnel, effective as of the Petition Date; and (b) designate Adam Zalev as CRO to the Debtors.

55. The Debtors' engagement and retention of Reflect to provide financial advisory and restructuring related services will enable the Debtors to most efficiently administer the Restructuring Proceedings and preserve and maximize the value of the Debtors' estates. As the Canadian Debtor is managed from an overall strategic and financial perspective from the United States Debtors' management team, the strategic management provided by Reflect throughout the Restructuring Proceedings will be provided to the Canadian Debtor on a coordinated basis.

56. In connection with the retention of Reflect, the Foreign Representative is seeking certain limited protections in favour of the CRO and Reflect in connection with the performance of their duties and obligations in respect of the Canadian Debtor, including: (i) the extension of the stay

of proceedings in Canada to apply to the CRO and Reflect; (ii) confirmation that the CRO and Reflect will not take possession of the property in Canada for environmental purposes; and (iii) confirmation that none of Reflect, any of its employees, directors, officers or shareholders, or the CRO, shall be deemed to be a director or *de facto* director of the Canadian Debtor. I understand these are customary protections for CROs in Canadian insolvency proceedings and believe them to be appropriate under the circumstances because they will allow the Reflect team to focus on the restructuring process and resolve any potential disputes in the U.S. Bankruptcy Court.

III. NEXT STEPS IN CHAPTER 11 CASES

57. The Debtors are scheduled to appear before the U.S. Bankruptcy Court on September 16, 2026, at which appearance the Debtors will seek the September 16 Foreign Orders, including: (i) the Final First Day Orders; and (ii) the Second Day Orders.

58. If the September 16 Foreign Orders are entered by the U.S. Bankruptcy Court and recognized by this Court, the Debtors intend to continue implementing these Restructuring Proceedings in furtherance of maximizing the value returnable to stakeholders, including implementing the U.S. Bankruptcy Court-approved sales processes. Recognition of the September 16 Foreign Orders is necessary and appropriate in the circumstances.

IV. CONCLUSION

59. I believe the relief set out herein and in the proposed Second Recognition Order is necessary for the protection of the Canadian Debtor and to preserve the value of the Canadian business for the benefit of a broad range of stakeholders. The requested relief will provide the Debtors with the opportunity to pursue the sales processes with a view to maximizing value for the benefit of the Debtors' stakeholders.

SWORN BEFORE ME by videoconference on this 11th day of September 2026. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely. The affiant was located in the City of Nashville, in the State of Tennessee, and I was located in the City of Toronto in the Province of Ontario.



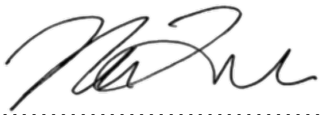


Commissioner for Taking Affidavits
(or as may be)

Commissioner Name: Natalie Levine
Law Society of Ontario Number: 64908K

ADAM ZALEV

This is Exhibit “A” referred to in the affidavit of Adam Zalev, sworn September 11, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was 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: Natalie Levine
Law Society of Ontario Number: 64908K

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 (___) (Joint Administration Requested)

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 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

[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 capitalized terms used and not defined herein shall have the meanings ascribed to them in the Motion.

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.

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.

[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.

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, 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 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 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 Interim 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

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

Collateral), the Debtors shall deliver to counsel to the DIP Agent and Prepetition Agent, and counsel to the Prepetition Term Loan Secured Parties 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; and (iii) 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.

B. 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.

C. 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 (or, if the modification materially affects the Prepetition Term Loan Secured Parties or the Term Loan Priority Collateral, 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 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. 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 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

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.

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.

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.

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.

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.

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.

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.

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.

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 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.

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

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.

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

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 “B” referred to in the affidavit of Adam Zalev, sworn September 11, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was 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: Natalie Levine
Law Society of Ontario Number: 64908K

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 (___) (Joint Administration Requested) **Re: Docket No. __**

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, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2);

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.

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 DIP Lender, 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.

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 Order shall be deemed to (a) agree to the terms and provisions of this Interim 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 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 its advisors, the U.S. Trustee, and counsel to any statutory committee appointed in these Chapter 11 Cases upon reasonable request, and in any event within three (3) business days following any such request.

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.

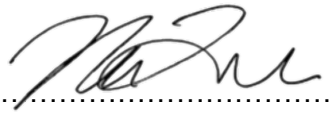
15. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) are satisfied by such notice.

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 “C” referred to in the affidavit of Adam Zalev, sworn September 11, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was 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: Natalie Levine
Law Society of Ontario Number: 64908K

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. __

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 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

[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.

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) counsel to any statutory committee appointed in the Chapter 11 Cases (collectively, the "Adequate Assurance Notice Parties").

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.

[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.

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.

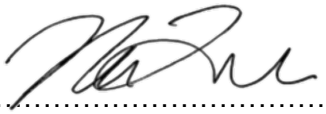
13. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order) is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, 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 “D” referred to in the affidavit of Adam Zalev, sworn September 11, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was 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: Natalie Levine
Law Society of Ontario Number: 64908K

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 (___) (Joint Administration Requested) **Re: Docket No. __**

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* 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

[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.

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 may (but shall not be required to) seek an order from the Court requiring a return of such amounts.

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 “E” referred to in the affidavit of Adam Zalev, sworn September 11, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was 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: Natalie Levine
Law Society of Ontario Number: 64908K

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 (___) (Joint Administration Requested) **Re: Docket No. __**

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 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

[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.

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. 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.

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.

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.

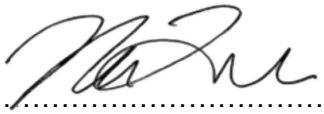
8. Notwithstanding the relief granted in this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of 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. Notwithstanding Bankruptcy Rule 6004(h), this Final Order shall be effective and enforceable immediately upon entry hereof.

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

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 “F” referred to in the affidavit of Adam Zalev, sworn September 11, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was 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: Natalie Levine
Law Society of Ontario Number: 64908K

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. __

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.

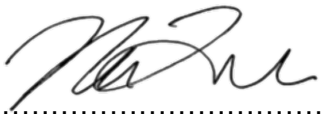
12. All objections to entry of this Final Order, to the extent not withdrawn or settled, are overruled.

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 exclusive 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 Adam Zalev, sworn September 11, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was 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: Natalie Levine
Law Society of Ontario Number: 64908K

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 (___) (Joint Administration Requested) **Re: Docket No. __**

FINAL 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 final order (this "Final 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 Final Order to come 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

[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.

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. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, the Debtors, in their discretion, subject to the terms and conditions of this Final 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 prepetition and DIP lenders, the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, the U.S. Trustee, and any statutory committee appointed in the 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 Final 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.

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 Final 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 Final 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 Final 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 Final 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 Final 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 Interim Order and any other applicable interim and/or final orders of this Court.

12. The Debtors shall serve a copy of this Final Order on the Banks within forty-eight (48) hours of the entry of this Final 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 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

committee appointed in these cases upon request. For the avoidance of doubt, this Final 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.

16. Subject to the terms of this Final 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 Final 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 Final 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 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 Final 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.

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.

22. Nothing in the Motion or this Final 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 Final 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 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.

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

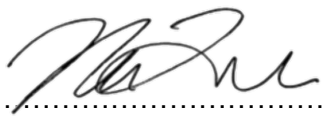
26. The Debtors are authorized to take all actions necessary to implement the relief granted in this Final Order.

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

30. 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.

This is Exhibit “H” referred to in the affidavit of Adam Zalev, sworn September 11, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was 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: Natalie Levine
Law Society of Ontario Number: 64908K

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 (___) (Joint Administration Requested) **Re: Docket No. __**

FINAL ORDER (I) AUTHORIZING THE DEBTOR TO (A) PAY ITS OBLIGATIONS UNDER PREPETITION INSURANCE POLICIES, (B) CONTINUE TO PAY CERTAIN BROKERAGE FEES, (C) RENEW, SUPPLEMENT, MODIFY, OR PURCHASE INSURANCE COVERAGE, 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 for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334,

[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.

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.

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

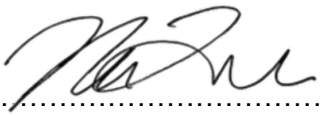
the Court in respect of the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling 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 “I” referred to in the affidavit of Adam Zalev, sworn September 11, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was 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: Natalie Levine
Law Society of Ontario Number: 64908K

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 (___) (Joint Administration Requested)

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

The above-captioned debtors and debtors in possession (the "Debtors")[2] hereby file this motion (the "Motion") for the entry of (a) an order, substantially in the form attached hereto as **Exhibit A** (the "Bidding Procedures Order"), (i) approving bidding procedures, substantially in the form attached to the Bidding Procedures Order as **Exhibit 1** (the "Bidding Procedures"), to be used in connection with the sale (the "Sale") of all, substantially all, or one or more portions of 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 shall have the meanings ascribed to them in the First Day Declaration.

Debtors' assets (the "Assets"), (ii) authorizing the Debtors to designate one or more Stalking Horse Bidders (as defined herein) and provide Bid Protections (as defined herein) in accordance with the Stalking Horse Designation Procedures (as defined herein), (iii) scheduling an auction of the Assets (the "Auction"), if any, and scheduling the hearing to approve a sale of the Assets (the "Sale Hearing"), (iv) approving the form and manner of notice of the proposed Bidding Procedures, the Stalking Horse Designation Procedures, the Auction, and the Sale Hearing, substantially in the form attached to the Bidding Procedures Order as **Exhibit 2** (the "Sale Notice"), (v) authorizing procedures governing the assumption and assignment of certain executory contracts and unexpired leases (the "Contracts") in connection with any Sale (the "Assumption and Assignment Procedures"), (vi) approving 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, substantially in the form attached to the Bidding Procedures Order as **Exhibit 3** (the "Assumption and Assignment Notice"), and (vii) granting related relief.

The Debtors will seek entry of one or more sale orders (each, a "Sale Order")[3] at the Sale Hearing, which the Debtors will file in advance of the Sale Hearing. The proposed Sale Order will, among other things: (a) authorize and approve the Sale to the Successful Bidder on the terms substantially set forth in the Successful Bid; (b) authorize and approve the Sale of the Assets free and clear of any liens, claims, interests, and encumbrances to the extent set forth in the asset purchase agreement with the Successful Bidder, attached to the Sale Order; (c) authorize and

[3] The proposed Sale Order will be filed prior to the Sale Hearing.

approve the assumption and assignment of certain Contracts to the Successful Bidder; and (d) grant related relief.

In support of this Motion, the Debtors rely upon and incorporate by reference the *Declaration of Neil Gupta* in support of the Motion, filed contemporaneously herewith (the "Gupta Declaration"), and the *Declaration of Adam Zalev in Support of the Debtors' Chapter 11 Petition and First Day Motions* (the "First Day Declaration"). In further support of this Motion, the Debtors, by and through their undersigned proposed counsel, respectfully represent:

Preliminary Statement

1. As described in the First Day Declaration, after carefully considering alternatives, the Debtors, in an exercise of their reasonable business judgment, have commenced these Chapter 11 Cases to preserve going-concern value, maximize the value of their estates for the benefit of all stakeholders, and pursue a value-maximizing transaction through the chapter 11 process. Together with their advisors, the Debtors determined that preservation of value for all stakeholders would be best accomplished by pursuing a sale of the Debtors' business and/or assets as a going concern or otherwise, while the Debtors simultaneously commence an orderly liquidation of the Debtors' inventory and other working capital assets.[4] To support the Debtors in their marketing and sale process and to ensure that value is maximized, the Debtors retained SSG Advisors, LLC ("SSG") on August 6, 2026 to serve as the investment banker to the Debtors and to run a comprehensive sale and marketing process designed to maximize the value of the Assets on a going concern basis.

2. Through this Motion, the Debtors seek the Court's approval of Bidding Procedures pursuant to which the Debtors will seek bids for all or a subset of their assets, and the ability to

[4] *See Motion of Debtors for Interim and Final Orders (I)(A) Confirming, on an Interim Basis, that the Services Agreement is Operative and Effective and (B) Authorizing, on a Final Basis, the Debtors to Assume the Services Agreement; (II) Authorizing and Approving the Sales of Liquidation Assets Free and Clear of All Liens, Claims, and Encumbrances; and (III) Granting Related Relief.*

designate one or more Stalking Horse Bidders to set a floor at an Auction. The Debtors acknowledge that the proposed timelines laid out below are expedient, but such is required in light of the fact that the Debtors have limited liquidity remaining, and so do not have the luxury of being able to conduct a more deliberate sale/marketing process (and such elongated process, and the uncertainty caused thereby, would likely damage key vendor and customer relationships). That said, the Debtors are confident that the DIP financing offered by their secured lenders – if approved by this Court – would be sufficient to allow the Debtors to run the sale process described herein without any financial interruption. In sum, the Debtors believe that the proposed timeline below maximizes value to the estates both by providing for a robust sale process and minimizing value-destructive business disruption from a prolonged stay in chapter 11.

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)	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 Eastern Time)	Bid 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	Sale Hearing

availability of the Court	
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

Jurisdiction and Venue

3. The United States District Court for the District of Delaware has jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (the "Court") under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b) and, pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

4. Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

5. The statutory and legal predicates for the relief sought herein are sections 105, 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), Rules 2002, 6004, 6006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Local Rules 2002-1, 6004-1 and 9006-1.

Background

6. On the date hereof (the "Petition Date"), the Debtors commenced their cases by filing petitions for relief under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases").

7. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108.

8. To date, no creditors' committee has been appointed in the Chapter 11 Cases by the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"). No trustee or examiner has been appointed in the Chapter 11 Cases.

9. Additional factual background regarding the Debtors, including their business operations, their corporate and capital structure, and the events leading to the filing of these Chapter 11 Cases is set forth in detail in the First Day Declaration.

Marketing and Sale Process

10. On August 6, 2026, the Debtors retained SSG as their investment banker to, among other things: (i) identify and evaluate potential buyers for a potential sale transaction; (ii) prepare a marketing plan and information materials to distribute to potential buyers; (iii) solicit competitive offers from potential buyers of the Assets; (iv) assist the Debtors in contacting potential buyers, arranging meetings with potential buyers, and coordinating due diligence; (v) provide testimony in support of a sale transaction, as necessary; and (vi) assist the Debtors in identifying, negotiating, evaluating and facilitating a debtor in possession financing facility. During its engagement, SSG has worked closely with the Debtors' senior management, including the Chief Restructuring Officer, and other advisors and has become knowledgeable and familiar with the Debtors' capital structure, liquidity needs, and business operations.

11. Following its engagement, SSG has worked with the Debtors and its other advisors to immediately commence the sale process, including drafting a teaser and other marketing materials, establishing a virtual data room, and preparing a form non-disclosure agreement. Thus far, SSG has engaged in discussions with a number of parties interested in the Assets. As of the

Petition Date, 20 parties have signed non-disclosure agreements to conduct diligence with respect to the Assets. As of the Petition Date, the Debtors are engaged in active negotiation with parties that may serve the role of stalking horse bidder for certain of the Assets. The Debtors seek to continue the marketing and negotiation process postpetition in accordance with the Bidding Procedures.

12. During this process, the Debtors will engage with and facilitate diligence for any potential bidders who may be interested in purchasing the Assets in chapter 11. Accordingly, the Debtors believe the Bidding Procedures set forth herein will allow the Debtors to maximize the value of their estates for the benefit of creditors.

Need For a Timely Process

13. The facts and circumstances of these Chapter 11 Cases require that the Debtors run an expedited, but robust, sale process as the Debtors simply do not have liquidity to support a protracted sale process and any early indications of interest in a going concern sale will provide the Debtors with information critical to deciding whether to continue or halt the liquidation.

14. The Bidding Procedures and the Debtors' proposed timeline for this sale process are a product of good-faith, arm's length negotiations between the Debtors and the DIP Credit Parties (as defined in the DIP Order[5]) and reflect the best option available for the Debtors to maximize the value of their Assets under the circumstances.

15. As set forth in the Gupta Declaration, the Debtors believe that the Court's approval of Bidding Procedures will generate interest in the Assets and increase the likelihood that the Debtors receive one or more Qualified Bids for their Assets. This, in turn, is more likely to lead

[5] "DIP Order" shall mean the interim or final order, as applicable, approving the postpetition financing in these Chapter 11 Cases.

to a Sale transaction that maximizes the value of the Assets for the benefit of the Debtors, their estates, and their creditors. Accordingly, the Debtors submit that running a Court-approved postpetition marketing and sale process, consistent with the timeline set forth in the Bidding Procedures Order, is necessary under the circumstances and appropriate in the Chapter 11 Cases.

16. Thus, pursuing the Sale in the manner and within the time periods prescribed in the Bidding Procedures is in the best interest of the Debtors' estates and will provide interested parties with sufficient opportunity to participate.

Stalking Horse Designation Procedures

17. As part of their Bidding Procedures, the Debtors seek authority, subject to the terms of the Bidding Procedures Order, to designate one or more stalking horse bids (each, a "Stalking Horse Bid"), pursuant to the procedures set forth in the Bidding Procedures (the "Stalking Horse Designation Procedures") for any or all of the Assets and, in consultation with the Consultation Parties and subject to the express consent of the DIP Agent (as defined in the DIP Order), which consent shall be given in the manner set forth in paragraph 9 of the Bidding Procedures Order, to enter into one or more purchase agreements (each, a "Stalking Horse Agreement") with a potential bidder(s) (each, a "Stalking Horse Bidder"), upon consultation with (i) the DIP Agent; (ii) the Prepetition Term Loan Secured Parties and (iii) any official committee appointed in these Chapter 11 Cases (the "Committee" and together with the DIP Agent and Prepetition Term Loan Secured Parties, the "Consultation Parties"). The Debtors propose to designate any Stalking Horse Bidder **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).

18. The Debtors believe that the ability to enter into a Stalking Horse Agreement with a potential buyer is critical in driving value for the Debtors' estates, as a Stalking Horse Bidder will set the baseline bid in what the Debtors' anticipate will be a robust auction process. Consistent with the market for this kind of process, the Debtors anticipate that it may be necessary to afford a Stalking Horse Bidder certain protections to induce the Stalking Horse Bidder to provide a substantial bid and firm commitment to the Sale.

19. Pursuant to the Bidding Procedures, the Debtors are hereby requesting authority to, upon the designation of a Stalking Horse Bidder and in consultation with the Consultation Parties and subject to the express consent of the DIP Agent, seek approval of an award to a Stalking Horse Bidder with incentives in the form of a break-up fee and reimbursement of documented, actual, and necessary expenses incurred by the Stalking Horse Bidder in connection with submitting its Stalking Horse Bid (collectively, the "Bid Protections"). Those Bid Protections will be described with specificity in a Stalking Horse Notice that will be served on the Stalking Horse Notice Parties (as defined below). As described in the Stalking Horse Designation Procedures, all parties in interest shall have the right to object to the Debtors' entry into a Stalking Horse Agreement on any grounds, including objections to the Bid Protections and the proposed Stalking Horse Order (as defined below).

Overview Of Bidding Procedures, Notice Procedures And Assignment Procedures

A. Bidding Procedures.

20. The Bidding Procedures are intended to facilitate a competitive marketing and sale process, including identifying the highest or best offer or offers for the Assets. The Sale may be for all of the Assets or for a portion thereof, to one or more purchasers as potential purchasers may direct and based on the highest or best return for the Debtors' estates.

21. As the Bidding Procedures are attached to the Bidding Procedures Order, they are not restated in their entirety herein. Pursuant to Local Rule 6004-1, certain of the key terms of the Bidding Procedures are highlighted in the chart below.[6]

MATERIAL TERMS OF THE BIDDING PROCEDURES AND BIDDING PROCEDURES ORDER	
Provisions Governing Qualification of Bidders and Qualified Bids Local Rule 6004-1(c)(i)(A)-(B); Local Rule 6004-1(b)(i)(E), (F), (N)	**Due Diligence, Qualified Bid and Qualified Bidder Requirements are set forth in Sections III, V, and VI of the Bidding Procedures.** **A. Due Diligence** 1. Each person or entity that desires to participate in the Auction process and submit a Qualified Bid must first deliver to SSG (contact information in Sections I and III of the Bidding Procedures) 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. 2. The Debtors and their advisors shall have the right to disclose on a confidential basis to the DIP Agent, the Prepetition Agents, and their respective advisors each Prospective Bidder's identity, its bid and any related diligence materials. 3. 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. 4. 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

[6] Any conflict between the summary of Bidding Procedures set forth in this Motion and the Bidding Procedures, the Bidding Procedures as approved by the Court shall govern in all respects. Capitalized terms used but not defined in this section shall have the meanings ascribed in the Bidding Procedures.

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.

5. 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.

6. All due diligence requests shall be directed to the Debtors' investment banker, SSG.

B. Bid Deadline - Submit Qualified Bid by **October 2, 2026, at 4:00 p.m. (prevailing Eastern Time)**.

C. Qualified Bid Requirements

1. Identification of Bidder. A Qualified Bid must fully disclose the legal identity of the bidder and any related parties participating in the bidding and Auction process.

2. Purchased Assets. A Qualified Bid must (a) identify the Assets to be purchased, including any then-known Contracts that are proposed to be assumed and assigned to the bidder and any liabilities to be assumed and (b) set forth the purchase price of the bid.

3. Form of Consideration.

- *Credit Bidding*. The DIP Agent and the Prepetition Agents may, to the extent permitted by their applicable loan documents and subject to terms of the DIP Order, as applicable, 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) as assertable by such parties, as applicable (the "Credit Bid"). Any Credit Bid shall be a Qualified Bid without the need to provide any Deposit, or to satisfy any other requirement of Section VI.A of the Bidding Procedures, including any Minimum Bid Amount, financing or Adequate Assurance Information requirement, or the agreement to serve as a Backup Bidder, and the DIP Agent and the Prepetition Agents shall each be a Qualified Bidder in connection with such Credit Bid.

- *Consideration*. 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 such 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 (a) 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) 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 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 must be accompanied by a good faith deposit (other than a Credit Bid, for which no deposit is required) (each, a "Good Faith Deposit") in the form of cash in an amount equal to 10% of the proposed purchase price for the Assets. The Good Faith Deposit shall be deposited **no later than October 5, 2026 at 3:00 pm (prevailing Eastern Time)** with an escrow agent selected by the Debtors. 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 ability to comply with section 365 of the Bankruptcy Code, 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 (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 included in the bid (collectively, the "Adequate Assurance Information"). Adequate Assurance Information must be in a form that will permit its immediate dissemination to Contract counterparties ("Counterparties"). 9. Representations and Warranties (As-Is, Where-Is). Each Qualified Bid must include a written acknowledgement and representation that the Prospective Bidder (a) has had an opportunity to conduct any and all due diligence regarding the Assets prior to making its Qualified Bid, (b) 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) 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 include evidence of corporate authorization with respect to the submission, execution and delivery of a bid, participation in the Auction and closing the proposed Sale. 11. Other Requirements. A Qualified Bid must also satisfy, among others (as set forth in Section VI.A.11 of the Bidding Procedures), the following requirements: • 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 below) for the applicable Assets (each such bid, a "Backup Bid"); • state that the bid represents a binding, good-faith and *bona fide* offer to purchase the applicable Assets and is irrevocable (a) until the selection of the Successful Bid; or, (b) if the bid is selected as a Successful Bid or as a Backup Bid, until the Backup Bid Expiration Date (as defined below); • for any bidder other than the 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;

	• state that the Prospective Bidder is committed to closing the Sale contemplated in its bid as soon as practicable (and in no event later than October 22, 2026); • 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; • not contain any financing contingencies of any kind; • state whether the Prospective Bidder intends to offer future employment to any of the Debtors' employees and, if so, to whom; • 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; • include a covenant to comply with the terms of the Bidding Procedures and the Bidding Procedures Order; and • contain such other information as may be reasonably requested by the Debtors.
Relief from Bankruptcy Rule 6004(h) Local Rule 6004-1(b)(iv)(O)	This Motion seeks, and the proposed Bidding Procedures Order approves, relief from the fourteen-day stay imposed by Bankruptcy Rule 6004(h). *See* Bidding Procedures Order ¶ 40.
Provisions Providing Bid Protections to Stalking Horse or Initial Bidder Local Rule 6004-1(c)(i)(C)	The procedures set forth in Section IV of the Bidding Procedures (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, subject to the express consent of the DIP Agent, the Debtors may designate a Stalking Horse Bidder that submits a Qualified Bid acceptable to the Debtors and enter into a Stalking Horse Agreement, 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 seek approval of 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"). If the Debtors select a Stalking Horse Bidder, the Debtors shall file a notice (the "Stalking Horse Notice") regarding such selection and any Bid Protections and such 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 Assets located in Canada, the Information Officer appointed in the Debtors' 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. Objections to the designation of a Stalking Horse Bidder or any of the terms of a Stalking Horse Bid (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 later of (i) the deadline to object to the Bidding Procedures Motion and (ii) three business 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 Stalking Horse Notice and the designation of the Stalking Horse. 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.
Modification of Bidding Procedures Local Rule 6004-1(c)(i)(D)	Section IX of the Bidding Procedures sets forth the Debtors' reservation of rights to, in their reasonable business judgment and 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, without the express consent of the DIP Agent, extend, waive, or modify any date or deadline set forth in Section II of the Bidding Procedures, or 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 Parties or the Prepetition Secured Creditors.

Closing with Alternative Back-up Bidders Local Rule 6004-1(c)(i)(E)	Section VII.C.2 of the Bidding Procedures sets forth the primary requirements with respect to Backup Bids. Immediately prior to the conclusion of the Auction, the Debtors will (a) determine in consultation with the Consultation Parties and 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 for the applicable Assets and (b) notify all Qualified Bidders at the Auction of the identity of the Backup Bidder and the material terms of the Backup Bid. Except as otherwise provided in any Stalking Horse Agreement, a Backup Bid will remain binding on the Backup Bidder until the later of (a) the first business day after the closing of a Sale with the Successful Bidder for the applicable Assets and (b) 30 days after the Sale Hearing (such date, the "Backup Bid Expiration Date"). If the Sale with the Successful Bidder is terminated prior to the Backup Bid Expiration Date, the Backup Bidder will be deemed the new Successful Bidder for the applicable 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 and subject to the express consent of the DIP Agent, elect not to pursue the sale transaction contemplated by the Backup Bid.
Provisions Governing the Auction Local Rule 6004-1(c)(ii)	Section VII.B of the Bidding Procedures sets forth the procedures governing the Auction. If the Debtors receive more than one 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, subject to the express consent of the DIP Agent, determine not to hold an Auction for some or all of the Assets, the Debtors will file and serve a notice stating that the Auction for such Assets has been canceled and providing all other relevant information to the Sale Notice Parties as required by the Bidding Procedures. The Auction, if required, will be conducted on **October 6, 2026, at 10:00 a.m**. (prevailing Eastern Time), at 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 in the Bidding Procedures Order). 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. A. Participation. Each participant in the Auction must be (i) a Qualified Bidder, (ii) appear at the Auction, either personally or through a duly authorized representative and (iii) confirm on the record that (A) the participant has not engaged in any collusion with respect to any bid or the Sale Process and (B) any and all Qualified Bids submitted by the participant constitute good faith, binding and *bona fide* offers to purchase the applicable Assets. B. Proceedings. The Auction proceedings will (i) be transcribed and/or video recorded and (ii) include open bidding in the presence of all Qualified Bidders, subject to reasonable limitations imposed by a virtual auction platform to be evaluated and determined by the Debtors.

	C. 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. D. Minimum Overbids. 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, 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 in the Bidding Procedures, 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 any 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. E. Leading Bids. After the first round of bidding and between each subsequent round of bidding, 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 (each such bid, a "Leading Bid") and describe the material terms thereof. F. Successful Bids. Immediately prior to the conclusion of the Auction, the Debtors will (i) determine in consultation with the Consultation Parties, and subject to the prior written consent of the DIP Agent (in its sole discretion), which Qualified Bid constitutes the highest or otherwise best bid for the Assets (such bid, a "Successful Bid") and (ii) notify all Qualified Bidders at the Auction of the identity of the bidder that submitted the Successful Bid for the Assets (each such bidder, a "Successful Bidder") and the 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).

B. Key Dates and Deadlines.

22. The Debtors propose the following key dates and deadlines for the sale process, certain of which dates and deadlines may be subject to extension in accordance with the Bidding Procedures:[7]

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)	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 Eastern Time)	Bid 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	Sale Hearing
October 21, 2026	Deadline for entry of a recognition order in the Recognition Proceedings (if necessary)
October 22, 2026	Deadline to consummate approved Sale

C. Sale Noticing and Objection Procedures

23. The Bidding Procedures provide the following "Noticing Procedures":

[7] The Debtors reserve the right to change the proposed sale-related deadlines at any time prior to the Bidding Procedures Hearing, subject to the express consent of the DIP Agent; *provided*, *however*, that any modified dates shall not provide parties with any lesser notice or time than the dates set forth in the entered Bidding Procedures Order.

a. **Stalking Horse Order.** As soon as practicable after the Debtors submit the Stalking Horse Order to the Court, the Debtors will cause notice thereof to be served on parties in interest and any Prospective Bidder.

b. **Sale Notice.** Within two (2) business days after entry of the Bidding Procedures Order, or as soon as reasonably practicable thereafter, the Debtors shall serve on the Sale Notice Parties and cause to be published on the Epiq Website the Sale Notice.

c. **Sale Objection**. Except objections to the conduct of the Auction, the Successful Bidder or the Backup Bidder (other than the identity of any Stalking Horse Bidder), objections to the sale of the Assets, including (i) any objection to a sale of Assets free and clear of all liens, claims, interests and encumbrances pursuant to section 363(f) of the Bankruptcy Code and (ii) the entry of any Sale Order must 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, 2026, at 4:00 p.m. (prevailing Eastern Time)** (the "Sale Objection Deadline"); and (C) served on the Objection Notice Parties (as defined in the Bidding Procedures).

d. **Notice of Determination of Qualified Bids**. The Debtors, in consultation with the Consultation Parties, will make a determination regarding which bids qualify as Qualified Bids and will notify Prospective Bidders whether they have been selected as Qualified Bidders by **no later than October 5, 2026 at 10:00 a.m. (prevailing Eastern Time)**.

No later than October 5, 2026, at 5:00 p.m. (prevailing Eastern Time), the Debtors will provide all Qualified Bidders (including the Stalking Horse Bidder) copies of the Qualified Bid that the Debtors, after consultation with the Consultation Parties and subject to the express consent of the DIP Agent believe is the highest or otherwise best offer for the Assets (the "Baseline Bid").

e. **Auction Results.** 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 (the "Notice of Auction Results"), which will (A) identify the Successful Bidder(s) and the Backup Bidder; (B) either 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 and 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.

f. **Supplemental Sale Objections.** Following service of the Notice of Auction Results, parties in interest will have an opportunity to 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 (each such objection, a "Supplemental Sale Objection"). Any Supplemental Sale Objection must 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.

24. The Debtors believe that the Noticing Procedures constitute adequate and reasonable notice of the key dates and deadlines for the sale process, including, the dates and deadlines identified in paragraph 22 above. Accordingly, the Debtors request that the Court find that the Noticing Procedures are adequate and appropriate under the circumstances and comply with the requirements of Bankruptcy Rule 2002 and Local Rule 2002-1.

D. Assumption and Assignment Procedures

25. In connection with the Sale, the Debtors likely will seek to assume and assign to the Successful Bidder (or its designated assignee(s)) one or more Contracts. The Assumption and Assignment Procedures are designed to, among other things, govern the Debtors' provision of Adequate Assurance Information and notice of Cure Costs to applicable Counterparties.[8]

26. Accordingly, the Debtors hereby seek approval of the proposed Assumption and Assignment Procedures set forth below, which are designed to, among other things, (i) outline the process by which the Debtors will serve notice to all Counterparties regarding the proposed assumption and assignment, related Cure Costs, if any, and information regarding the Stalking Horse Bidder's or such other Successful Bidder's adequate assurance of future performance and (ii) establish objection and other relevant deadlines and the manner for resolving disputes relating

[8] For avoidance of doubt, all Cure Costs to applicable Counterparties shall be satisfied by the Successful Bidder (its designee).

to assumption and assignment of executory contacts and unexpired leases. Specifically, the Assumption and Assignment Procedures are as follows:

a. **Potential Assumption and Assignment Notice**. Two business days after the entry of the Bidding Procedures Order, the Debtors will file with the Court and serve on each Counterparty to a Contract that may be assumed in connection with any Sale an Assumption and Assignment Notice, which will (i) identify the applicable Contracts; (ii) list the Debtors' good-faith calculation of Cure Costs with respect to each such Contract; (iii) expressly state that assumption or assignment of a Contract is not guaranteed and is subject to Court approval; and (iv) prominently display the deadlines to file Cure Objections and Adequate Assurance Objections (each as defined below). The Assumption and Assignment Notice shall also be served on each Counterparty listed therein via first class mail.

b. **Assumption and Assignment Objections**.

i. Cure Objection Deadline. Any Counterparty to a Contract 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") shall file with the Court and serve on the Objection Notice Parties its Cure Objection, which must state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof, by **no later than September 25, 2026, at 4:00 p.m. (prevailing Eastern Time)** (the "Cure Objection Deadline").

ii. Resolution of Cure Objections. The Debtors, any Stalking Horse Bidder or Successful Bidder, and the objecting Counterparty shall 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, any Stalking Horse Bidder or, as applicable, the Successful Bidder may determine that any Contract subject to such resolved Cure Objection will no longer be assumed and assigned pursuant to the Sale (subject to the terms of the Sale). All other objections to the proposed assumption and assignment of the Debtors' right, title and interest in, to and under a Contract will be heard at the Sale Hearing.

iii. Adjournment. 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 Debtors' option, be adjourned to a subsequent hearing, with notice to the party having filed the Cure Objection (each such Cure Objection, an "Adjourned Cure Objection"). An Adjourned Cure Objection may be resolved after the closing date of the Sale. 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, as applicable, be deemed assumed and assigned to the Successful Bidder as of the closing date of the Sale.

iv. Failure to Timely Object. 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.

v. Adequate Assurance Objection Deadline. Any Counterparty to a Contract that wishes to object to the proposed assumption and assignment of the 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 (each such objection, an "Adequate Assurance Objection"), shall 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)** (the "Adequate Assurance Objection Deadline" and, together with the Cure Objection Deadline, the Sale Objection Deadline and the Supplemental Sale Objection Deadline, the "Objection Deadlines").

vi. Resolution of Adequate Assurance Objections. The Debtors and the objecting Counterparty 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 the party having filed the Adequate Assurance Objection.

vii. Failure to Timely Object. 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 the applicable 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 the Contract in accordance with Bankruptcy Code section 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.

c. **Notice of Assumed Contracts**. As soon as reasonably practicable after the closing of the Sale, the Debtors will 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 the asset purchase agreement with the Successful Bidder.

d. **Reservation of Rights**. The inclusion of a Contract or specification of any Cure Costs with respect to any Contract on any Assumption and Assignment Notice or any Notice of Auction Results, shall not constitute or be deemed a determination or admission by the Debtors, the 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 the aforementioned notices.

Relief Requested

27. By this Motion, pursuant to sections 105(a), 363, 365, 503 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, and Local Rule 6004-1, the Debtors request entry of the following:

a. the Bidding Procedures Order, substantially in the form attached hereto as **Exhibit A**, granting the following relief:

(i) approving the Bidding Procedures, substantially in the form attached to the Bidding Procedures Order as **Exhibit 1**, to be used in connection with one or more Sales of all, substantially all, or a portion of the Debtors' 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) the Auction of the Assets **no later than October 6, 2026, at 10:00 a.m. (prevailing Eastern Time)** and (B) the Sale Hearing to consider approval of the proposed Sale **no later than October 14, 2026,** subject to the availability of the Court;

(iv) approving the Sale Notice, substantially in the form attached to the Bidding Procedures Order as **Exhibit 2**;

(v) approving the Assumption and Assignment Procedures;

(vi) approving the Assumption and Assignment Notice, substantially in the form attached to the Bidding Procedures Order as **Exhibit 3**; and

(vii) granting related relief; and

b. a Sale Order, granting the following relief:

(i) authorizing the sale of the Assets free and clear of all liens, claims, interests and encumbrances, except certain permitted encumbrances and assumed liabilities as determined by the Debtors and the Successful Bidder, with liens to attach to the proceeds of the Sale with, subject to the challenge period set forth in the DIP Order, the DIP Liens, the Adequate Protection Liens, the Prepetition Liens, and any Permitted Prior Liens (all as defined in the DIP Order) to attach to the proceeds of the Sale with the same validity, extent, and priority as they attached to the Assets;

(ii) authorizing the assumption and assignment of certain Contracts in connection with a Sale; and

(iii) granting related relief.

Approval of the Relief Requested is Warranted and in the Best Interests of the Debtors and Their Stakeholders

A. The Proposed Bidding Procedures Are Fair, Appropriate and Should Be Approved

28. The Bidding Procedures are specifically designed to promote what courts have deemed to be the paramount goal of any proposed sale of property of a debtor's estate: maximizing the value of sale proceeds received by the estate. *See Burtch v. Ganz (In re Mushroom Transp. Co.)*, 382 F.3d 325, 339 (3d Cir. 2004) (finding that a debtor had a fiduciary duty to maximize and

protect the value of the estate's assets); *In re Food Barn Stores, Inc.*, 107 F.3d 558, 564-65 (8th Cir. 1997) (recognizing that a main goal of any proposed sale of property of a debtor's estate is to maximize value). Courts uniformly recognize that procedures established for the purpose of enhancing competitive bidding are consistent with the fundamental goal of maximizing the value of a debtor's estate. *See Calpine Corp. v. O'Brien Envtl. Energy, Inc. (In re O'Brien Envtl. Energy, Inc.)*, 181 F.3d 527, 536-37 (3d Cir. 1999) (noting that bidding procedures that promote competitive bidding provide a benefit to a debtor's estate); *Official Comm. of Subordinated Bondholders v. Integrated Res. Inc. (In re Integrated Res. Inc.)*, 147 B.R. 650, 659 (S.D.N.Y. 1992) (observing the benefit of sale procedures that "encourage bidding and . . . maximize the value of the debtor's assets").

29. Here, the Bidding Procedures meet this standard because the proposed timeframe will promote competitive bidding while taking into account the Debtors' liquidity position, and the Debtors believe that the auction process and time periods set forth in the Bidding Procedures are reasonable and will provide interested parties with sufficient time and information necessary to formulate a bid to purchase all or substantially all of the Assets. The proposed timeline will facilitate a fair and open sale process and will position the Debtors to maximize the value received for the Assets.

30. The facts and circumstances of these Chapter 11 Cases require that the Debtors run an expedited, but robust, sale process. Speed and certainty are critical here, especially because the Debtors simply do not have liquidity to support a protracted sale process.

31. More importantly, and as set forth in the Gupta Declaration, the Debtors believe that the Court's approval of Bidding Procedures at this time will generate interest in the Assets and increase the likelihood that the Debtors receive one or more Qualified Bids for its Assets in a

timely manner. This, in turn, is more likely to lead to a Sale transaction that maximizes the value of the Assets for the benefit of the Debtors, their estates, and their creditors. Accordingly, the Debtors submit that running a Court-approved postpetition marketing and sale process, consistent with the timeline set forth in the Bidding Procedures Order, is necessary under the circumstances and appropriate in these Chapter 11 Cases.

32. The proposed Bidding Procedures provide interested parties with 45 days after the Petition Date to continue diligence and submit a qualified bid, and with 57 days from the Petition Date to the proposed Sale Hearing. The timeline set forth in the Bidding Procedures is sufficient to provide these potential purchasers with an adequate amount of time to diligence the assets and submit bids.

33. Additionally, the Bidding Procedures will allow the Debtors to conduct the Auction in a transparent manner that will encourage participation by financially capable bidders with demonstrated ability to consummate a timely Sale. Specifically, the Bidding Procedures contemplate an open auction process with no barriers to entry and provide potential bidding parties with sufficient time to perform due diligence and acquire the information necessary to submit a timely and well-informed bid. Accordingly, the Bidding Procedures should be approved because, under the circumstances, they are reasonable, appropriate and in the best interests of the Debtors, their estates and all parties in interests.

34. Courts in this District routinely approve procedures substantially similar to the proposed Bidding Procedures. *See, e.g.*, *In re Simply Interior Homes, LLC,* Case No. 26-10922 (CTG) (Bankr. D. Del. June 25, 2025) (sale hearing scheduled 63 days after the petition date); *In re Charter School Capital, Inc.*, Case No. 25-11016 (CTG) (Bankr. D. Del. July 2, 2025) (sale hearing held 47 days after the petition date); *In re The Rockport Company, LLC,* et al. Case No.

23-10774 (BLS) (Bankr. D. Del. July 25, 2023) (sale hearing held 41 days after the petition date); *In re Enjoy Tech., Inc.*, Case No. 22-10580 (JKS) (Bankr. D. Del. Jul. 26, 2022) (sale hearing held 43 days after the petition date); *In re Gold Standard Baking, LLC*, Case No. 22-10559 (JKS) (Bankr. D. Del. Jul. 8, 2022) (sale hearing held 42 days after the petition date); *In re Makeup Liquidating Holdings, LLC*, Case No. 22-10050 (CSS) (Bankr. D. Del. Jan. 28, 2022) (sale hearing held 35 days after the petition date); *In re BBGI US, Inc.*, Case No. 20-11785 (BLS) (Bankr. D. Del. Aug. 3, 2020) (sale hearing held 37 days after the petition date); *In re CR Holding Liquidating, Inc.*, Case No. 19-10210 (LSS) (Bankr. D. Del. Feb. 21, 2019) (sale hearing held 31 days after the petition date); *In re Lucky Brand Dungarees, LLC*, Case No 20-11768 (CSS) (Bankr. D. Del July 30, 2020) (approving bidding procedures, with designated stalking horse bid protections, including bid deadline 8 days after entry of bidding procedures order and sale hearing 40 days after the petition date); *In re Templar Energy LLC*, Case No 20-11441 (BLS) (Bankr. D. Del. June 23, 2020) (approving bidding procedures with bid deadline 13 days after entry of bidding procedures order and sale hearing 43 days after the petition date); *In re Sustainable Restaurant Holdings, Inc.*, Case No 20-11087 (JTD) (Bankr. D. Del. June 19, 2020) (approving bidding procedures with bid deadline 19 days after entry of bidding procedures order and sale hearing 64 days after the petition date); *In re Golfsmith Int'l Holdings, Inc.*, Case No 16-12033 (LSS) (Bankr. D. Del. Oct. 6, 2016) (approving bidding procedures with a bid deadline 11 days after entry of order and auction scheduled for 13 days after entry of order).[9]

B. The Proposed Bid Protections Have Sound Business Purposes and Should Be Approved.

[9] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

35. As described above, the Bid Protections, if they prove necessary for the entry into any Stalking Horse Agreement, include break-up fees and reimbursement of reasonable, documented expenses. The Debtors believe that the Bid Protections may be necessary to encourage prospective bidders to become a Stalking Horse Bidder and enter into a binding Stalking Horse Agreement. The Debtors believe that the presence of a Stalking Horse Bidder will set a floor for the value of the Assets and attract other potential buyers to bid for the Assets, thereby maximizing the realizable value of the Assets for the benefit of the Debtors' estates, their creditors, and all other parties-in-interest. A Stalking Horse Bidder, if secured, would further benefit the Debtors' estates by providing a measure of transaction certainty and demonstrating to employees, vendors, customers, and other stakeholders the viability of a going-concern sale of all or a portion of the business.

36. Approval of the Bid Protections is governed by standards for determining the appropriateness of bid protections in the bankruptcy context. Courts have identified at least two instances in which bid protections may benefit the estate. *First*, a break-up fee may be necessary to preserve the value of a debtor's estate if assurance of the fee "promote[s] more competitive bidding, such as by inducing a bid that otherwise would not have been made and without which bidding would have been limited." *In re O'Brien Envtl. Energy, Inc.*, 181 F.3d at 537. *Second*, if the availability of a break-up fee was to "induce a bidder to research the value of the debtor and convert the value to a dollar figure on which other bidders can rely, the bidder may have provided a benefit to the estate by increasing the likelihood that the price at which the debtor is sold will reflect its true worth." *Id.*; *see also In re Reliant Energy Channelview LP*, 594 F.3d 200, 206-08 (3d Cir. 2010) (reasoning that a break-up fee should be approved if it is necessary to entice a party

to make the first bid or if it would induce a stalking horse bidder to remain committed to a purchase).

37. In *O'Brien*, the Third Circuit reviewed the following nine factors set forth by the lower court as relevant in deciding whether to award a break-up fee:

> a. the presence of self-dealing or manipulation in negotiating the break-up fee;
>
> b. whether the fee hampers, rather than encourages, bidding;
>
> c. the reasonableness of the break-up fee relative to the purchase price;
>
> d. whether the unsuccessful bidder placed the estate property in a "sale configuration mode" to attract other bidders to the auction;
>
> e. the ability of the request for a break-up fee to serve to attract or retain a potentially successful bid, establish a bid standard or minimum for other bidders or attract additional bidders;
>
> f. the correlation of the fee to a maximum value of the debtor's estate;
>
> g. the support of the principal secured creditors and creditors' committees of the break-up fee;
>
> h. the benefits of the safeguards to the debtor's estate; and
>
> i. the substantial adverse impact of the break-up fee on unsecured creditors, where such creditors are in opposition to the break-up fee.

See O'Brien, 181 F.3d at 536.

38. While none of the factors are dispositive, an application of the facts to several of such factors supports the approval of the Bid Protections. In particular, the Bid Protections are necessary to preserve the value of the Debtors' estates because they may enable the Debtors to secure an adequate floor for the Assets and to therefore insist that competing bids be materially higher or otherwise better than any Stalking Horse Agreement—a clear benefit to the Debtors'

estates. Further, a Stalking Horse Bidder may not agree to act as a "stalking horse" without the Bid Protections, given the substantial time and expense that would be incurred in connection with entering into definitive documentation and the risk that it will be outbid at the Auction. Without the Bid Protections, the Debtors might lose the opportunity to obtain the highest or otherwise best offer for the Assets and would certainly lose any downside protection that would be afforded by the existence of a Stalking Horse Bidder. The bid of a Stalking Horse Bidder would send a message to all potential bidders that the Assets are worth at least as much as any Stalking Horse Bid. Therefore, without the benefit of the bid of a Stalking Horse Bidder (*i.e.*, a bid providing the floor), the bids received at auction for the Assets could be substantially lower than any bid offered by a Stalking Horse Bidder.

39. "The usual rule is that if break-up fees encourage bidding, they are enforceable; if they stifle bidding, they are not enforceable." *In re Integrated Res., Inc.*, 147 B.R. at 659. The Debtors do not believe that the Bid Protections will stifle bidding. To the contrary, the Debtors believe that such bid protections will encourage bidding by serving "any of three possible useful functions: (1) to attract or retain a potentially successful bid, (2) to establish a bid standard or minimum for other bidders to follow, or (3) to attract additional bidders." *Id.* at 662.

40. Here, the bid of a Stalking Horse Bidder would serve all three functions. *First*, a Stalking Horse Bidder might not enter into a Stalking Horse Agreement without the Bid Protections. *Second*, pursuant to the Bidding Procedures, any bidder that wishes to participate in the Auction must submit an offer that is higher or otherwise better than the bid of any Stalking Horse Bidder. *Third*, the bid of a Stalking Horse Bidder could attract additional bidders because, among other things, additional bidders would be able to save considerable time and expense because they could use many of the documents that a Stalking Horse Bidder may negotiate,

including, among other things, any Stalking Horse Agreement and the schedules thereto, in making their bid. In sum, if all, substantially all, or portion of the Assets are sold to a Successful Bidder other than a Stalking Horse Bidder, the Sale likely will be the result of a Stalking Horse Bidder's crucial role as an initial bidder generating interest in the Assets and establishing a minimum acceptable price and offer against which other parties can bid.

41. In addition, "[a] break-up fee should constitute a fair and reasonable percentage of the proposed purchase price, and should be reasonably related to the risk, effort, and expenses of the prospective purchaser. 'When reasonable in relation to the bidder's efforts and to the magnitude of the transaction, break-up fees are generally permissible.'" *Id*. (citation omitted).

42. Here, the Bidding Procedures would authorize the Debtors to file a Stalking Horse Notice, provide an opportunity for parties to object, and, if any objections are not resolved, allow a hearing on an expedited basis to approve the Stalking Horse Bidder and Bid Protections in an amount to be set forth in such Stalking Horse Notice.

C. Approval of a Sale of the Assets Is Warranted Under Section 363 of the Bankruptcy Code.

43. Ample authority exists for approval of the Sale contemplated by this Motion. Section 363 of the Bankruptcy Code provides, in relevant part, that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Although section 363 of the Bankruptcy Code does not specify a standard for determining when it is appropriate for a court to authorize the use, sale or lease of property of a debtor's estate, courts have approved the authorization of a sale of a debtor's assets if such sale is based upon the sound business judgment of the debtor. *See, e.g.*, *Meyers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) (citing *In re Schipper*, 933 F.2d 513 (7th Cir. 1991)); *In re Chateaugay Corp.*, 973 F.2d 141, 143 (2d Cir. 1992); *Stephen Indus., Inc. v.*

McClung, 789 F.2d 386, 389-90 (6th Cir. 1986); *Committee of Equity Security Holders v. Lionel Corp.* (*In re Lionel Corp.*), 722 F.2d 1063, 1071 (2d Cir. 1983).

44. Courts typically consider the following factors in determining whether a proposed sale satisfies this standard: (i) whether a sound business justification exists for the sale; (ii) whether adequate and reasonable notice of the sale was provided to interested parties; (iii) whether the sale will produce a fair and reasonable price for the property; and (iv) whether the parties have acted in good faith. *See In re Decora Indus., Inc.*, No. 00-4459 (JJF), 2002 WL 32332749, at *2 (D. Del. May 20, 2002) (citing *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991)). Where a debtor demonstrates a valid business justification for a decision, it is presumed that "in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company." *In re Integrated Res., Inc.*, 147 B.R. at 656.

1. The Debtors Have Demonstrated a Sound Business Justification for the Sale of the Assets.

45. A sound business purpose for the sale of a debtor's assets outside the ordinary course of business exists where such sale is necessary to preserve the value of the estate for the benefit of creditors and interest holders. *See, e.g.*, *In re Abbotts Dairies of Pa., Inc.*, 788 F.2d 143, 148 (3d Cir. 1986); *In re Lionel Corp.*, 722 F.2d at 1070-71; *In re Food Barn Stores, Inc.*, 107 F.3d at 564-65 (recognizing the paramount goal of any proposed sale of property of estate is to maximize value).

46. As set forth above, a strong business justification exists for the sale of all, substantially all, or a portion of the Assets as described herein. An orderly and expeditious sale of the Assets is critical to maximizing the value of the Debtors' estates and recoveries for the Debtors' economic stakeholders.

2. Noticing Procedures Are Reasonable and Appropriate.

47. Bankruptcy Rules 2002 and 6004 require the Debtors to notify creditors of the proposed sale, provide a description of the Assets and disclose the time and place of the Auction, the terms and conditions of any proposed Sale, and the Objection Deadlines. *See* Fed. R. Bankr. P. 2002(a), 2002(c), 6004(a). The Noticing Procedures described herein are reasonably calculated to provide all of the Debtors' known creditors and all other parties-in-interest with adequate and timely notice of, among other things, the proposed Sale, the Bidding Procedures, the Stalking Horse Designation Procedures, the Auction, and the Sale Hearing. Further, publishing notice as described in paragraph 23 above is designed to capture any creditors and parties-in-interest not currently known to the Debtors. Accordingly, the Debtors request that the Court approve the Noticing Procedures described herein and in the Bidding Procedures Order.

3. The Proposed Sale Will Yield a Fair and Reasonable Purchase Price for the Assets.

48. As set forth above, the Debtors believe that any Sale governed by the Bidding Procedures will yield a fair and reasonable price for the Assets. The Bidding Procedures were designed to facilitate a competitive bidding process.

49. The Debtors also constructed the Bidding Procedures to promote transparency, good faith and fairness throughout the entire Sale Process. The Bidding Procedures provide an appropriate framework for the Debtors to review, analyze and compare bids for the Assets and to engage with bidders on an arm's-length basis to work to improve the quality of their bids for the benefit of all parties-in-interest.

50. A Sale governed by the Bidding Procedures undoubtedly will serve the important objectives of obtaining not only a fair and reasonable purchase price for the Assets, but also the

highest or best value for the Assets. This is a critical feature of the Bidding Procedures, which will inure to the benefit of all parties-in-interest in these Chapter 11 Cases.

4. The Bidding Procedures Ensure that the Sale Process is Conducted in Good Faith and that the Ultimate Purchaser of the Applicable Assets is Entitled to the Protections Afforded by Section 363(m) of the Bankruptcy Code.

51. Section 363(m) of the Bankruptcy Code is designed to protect the sale of a debtor's assets to a good-faith purchaser. Specifically, section 363(m) provides the following:

> The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale . . . were stayed pending appeal.

11 U.S.C. § 363(m). Section 363(m) of the Bankruptcy Code fosters the "policy of not only affording finality to the judgment of the [B]ankruptcy [C]ourt, but particularly to give finality to those orders and judgments upon which third parties rely." *In re Abbotts Dairies*, 788 F.2d at 147; *see also Allstate Ins. Co. v. Hughes*, 174 B.R. 884, 888 (S.D.N.Y. 1994) ("Section 363(m) . . . provides that good faith transfers of property will not be affected by the reversal or modification on appeal of an unstayed order, whether or not the transferee knew of the pendency of the appeal.").

52. While the Bankruptcy Code does not define "good faith," the Third Circuit has held that indicia of bad faith typically include "fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders." *Abbotts Dairies*, 788 F.2d at 147 (quoting *In re Rock Indus. Mach. Corp.*, 572 F.2d 1195, 1198 (7th Cir. 1978)) (other citations omitted); *see also Kabro Assoc. of West Islip, L.L.C. v. Colony Hill Assocs. (In re Colony Hill Assocs.)*, 111 F.3d 269, 276 (2d Cir. 1997).

53. In other words, a party would have to show fraud or collusion between the buyer and the debtor in possession, the trustee or other bidders to demonstrate a lack of good faith. *See Kabro Assocs. of West Islip, LLC v. Colony Hill Assocs. (In re Colony Hill Assocs.),* 111 F.3d 269, 276 (2d Cir. 1997) ("[t]ypically, the misconduct that would destroy a [buyer]'s good faith status at a judicial sale involves fraud, collusion between the [buyer] and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders") (quoting *In re Rock Indus. Mach Corp.*, 572 F.2d 1195, 1198 (7th Cir. 1978)). Due to the absence of a bright-line test for good faith, the determination is based on the facts of each case, with a focus on the "integrity of [a bidder's] conduct in the course of the sale proceedings." *In re Pisces Leasing Corp.*, 66 B.R. 671, 673 (E.D.N.Y. 1986) (quoting *In re Rock Indus. Mach. Corp.*, 572 F.2d at 1998).

54. The Debtors submit that any Successful Bidder will be a "good faith purchaser" within the meaning of section 363(m) of the Bankruptcy Code. As set forth above, the Bidding Procedures are designed to produce a fair and transparent competitive bidding process. In addition, SSG is an independent investment banker retained by the Debtors for the purpose of exploring strategic alternatives, marketing the Debtors' business, soliciting bids, and negotiating the terms of a potential Sale. Each Qualified Bidder participating in the Auction must confirm that it has not engaged in any collusion with respect to the bidding or the sale of the Assets. Any purchase agreement with a Successful Bidder executed by the Debtors will be negotiated at arm's-length and in good faith by sophisticated parties represented by competent counsel. Accordingly, the Debtors seek a finding that any Successful Bidder (including any Stalking Horse Bidder) is a good faith purchaser and is entitled to the full protections afforded by section 363(m) of the Bankruptcy Code.

55. Based on the foregoing, the Debtors submit that they have demonstrated that the proposed Sale is a sound exercise of the Debtors' business judgment and should be approved as a good faith transaction.

D. A Sale of the Assets Free and Clear of Liens, Claims, Interests and Encumbrances Is Appropriate under Section 363(f) of the Bankruptcy Code.

56. A free and clear sale is a prerequisite to ensuring that the Debtors are able to attract the best and highest offers and achieve a value-maximizing transaction in these Chapter 11 Cases for the benefit of the Debtors and their stakeholders.

57. Section 363(f) of the Bankruptcy Code authorizes a debtor to sell assets free and clear of all liens, claims, interests and encumbrances of an entity other than the estate if any one of the following conditions is met:

a. applicable non-bankruptcy law permits sale of such property free and clear of such interest;

b. such entity consents;

c. such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

d. such interest is in *bona fide* dispute; or

e. such entity could be compelled, in legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f)(1)-(5); *see also In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002) ("Section 363(f) is written in the disjunctive, not the conjunctive, and if any of the five conditions are met, the debtor has the authority to conduct the sale free and clear of all liens."); *Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (E.D. Pa. 1988) (same);

58. The Debtors anticipate that any Sale they elect to pursue will satisfy one or more of the requirements under section 363(f) of the Bankruptcy Code to permit a "free and clear" sale of the applicable Assets. As an initial matter, the DIP Secured Parties, who are secured by liens

on substantially all of the Assets and are the only secured party in these Chapter 11 Cases, have already consented to the terms of the Bidding Procedures, and subject to the Bidding Procedures, will be an active participant in the sale process. The Debtors are proceeding in these Chapter 11 Cases on a consensual basis with the DIP Secured Parties, who have, among other things, extensive consultation rights and certain express consent rights as described herein.

59. Accordingly, the Debtors request that the Court authorize the sale of the Assets free and clear of any liens, claims, interests and encumbrances, to the fullest extent permitted by section 363(f) of the Bankruptcy Code.

E. The Debtors' Assumption and Assignment of Executory Contracts and Unexpired Leases Are Appropriate under Section 365 of the Bankruptcy Code.

60. Section 365(a) of the Bankruptcy Code provides that a debtor "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). Courts employ the business judgment standard in determining whether to approve a debtor's decision to assume or reject an executory contract or an unexpired lease. *See, e.g., In re Market Square Inn, Inc.*, 978 F.2d 116, 121 (3d Cir. 1992) (finding that assumption or rejection of a lease "will be a matter of business judgment . . . ."); *In re HQ Global Holdings, Inc.*, 290 B.R. 507, 511 (Bankr. D. Del. 2003) (finding debtor's decision to assume or reject executory contract is governed by business judgment standard and can only be overturned if decision was product of bad faith, whim or caprice). In this context, the business judgment test only requires that a debtor demonstrate that assumption or rejection of an executory contract or unexpired lease benefits the estate. *See Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989); *Wheeling-Pittsburgh Steel Corp. v. West Penn Power Co., (In re Wheeling-Pittsburgh Steel Corp.)*, 72 B.R. 845, 846 (Bankr. W.D. Pa. 1987).

61. Any proposed Sale will provide a Successful Bidder with the opportunity to designate certain Contracts for assumption and assignment. Assumption of any Contracts is an exercise of the Debtors' sound business judgment because the transfer of Contracts in connection with a Sale is an essential element in the Debtors' ability to maximize the value of the Assets—and particularly so when a Contract is integral to the ownership or operation of the Assets to be acquired. Further, the ability to assume and assign Contracts will increase the likelihood that the Debtors will be able to sell the Assets as a going concern, thereby avoiding needless value-destruction through a liquidation.

62. The consummation of any Sale involving the assignment of a Contract will be contingent upon the Debtors' compliance with the applicable requirements of section 365 of the Bankruptcy Code. Section 365(b)(1) requires that the Debtors either cure, or provide adequate assurance that they will promptly cure, any outstanding defaults under the Contracts to be assumed. *See* 11 U.S.C. § 365(b)(1). The Debtors' assumption and assignment of any Contracts will be dependent upon payment of Cure Costs and effective only upon the closing of a Sale. As described with specificity herein, subject to the Court's approval, the Debtors will file with the Court and serve on each Counterparty an Assumption and Assignment Notice setting forth the Debtors' good-faith calculation of the Cure Costs for each Contract that could be assumed in connection with a Sale. Counterparties will have an opportunity to raise any Cure Objections in advance of the Sale Hearing.

63. Section 365(f) of the Bankruptcy Code requires, in part, that the assignee of any executory contract provide "adequate assurance of future performance . . . whether or not there has been a default in such contract." 11 U.S.C. § 365(f)(2). While the Bankruptcy Code does not define "adequate assurance," courts have held that what constitutes "adequate assurance" should

be determined by "a practical, pragmatic construction based upon the facts and circumstances of each case." *See Carlisle Homes, Inc. v. Azzari (In re Carlisle Homes, Inc.),* 103 B.R. 524, 538 (Bankr. D.N.J. 1988) (quoting *In re Bon Ton Rest. & Pastry Shop, Inc.*, 53 B.R. 789, 803 (Bankr. N.D. Ill. 1985)); *see also In re Alipat, Inc.*, 36 B.R. 274, 276-77 (Bankr. E.D. Mo. 1984) (recognizing that the term adequate assurance "borrowed its critical language . . . from Section 2-609 of the Uniform Commercial Code" which "suggest[s] that adequate assurance is to be defined by commercial rather than legal standards . . . [and] factual considerations"). While no single standard governs every case, adequate assurance "will fall considerably short of an absolute guarantee of performance." *In re Carlisle Homes, Inc.*, 103 B.R. at 538 (citations omitted); *In re Natco Indus., Inc.*, 54 B.R. 436, 440 (Bankr. S.D.N.Y. 1985) (adequate assurance of future performance does not mean absolute assurance that debtor will thrive and pay rent).

64. Adequate assurance may be provided by demonstrating, among other things, the assignee's financial health and experience in managing the type of enterprise or property assigned. *See, e.g., In re Bygaph, Inc.*, 56 B.R. 596, 605-06 (Bankr. S.D.N.Y. 1986) (finding that industrial expertise, past success in running a similar business and financial wherewithal satisfied the adequate assurance requirement of section 365 of the Bankruptcy Code).

65. The Bidding Procedures expressly specify that for a bid to qualify as a "Qualified Bid," a Prospective Bidder must include with its bid Adequate Assurance Information regarding the Prospective Bidder's (or any other relevant assignee's) ability to perform the applicable obligations under any Contracts that may be included in the bid. The Debtors will furnish all available Adequate Assurance Information to the relevant Counterparties as soon as reasonably possible following their receipt of such information, upon such Counterparty's request. Finally, any Counterparty that is dissatisfied with the content or quality of any relevant Adequate

Assurance Information will have an opportunity to request additional information from the Debtors and, if necessary, lodge an Adequate Assurance Objection in advance of the Sale Hearing. In light of the foregoing, the Debtors' assumption and assignment of any Contracts in accordance with the Assumption and Assignment Procedures would satisfy the requirements of section 365 of the Bankruptcy Code and should be approved.

66. Finally, to facilitate the assumption and assignment of Contracts in furtherance of maximizing the value of the Assets, the Debtors also request that the Court find that any anti-assignment provision included in any Contract, whether such provision expressly prohibits, or has the effect of restricting or limiting assignment of a Contract, is unenforceable and prohibited pursuant to section 365(f) of the Bankruptcy Code.[10]

F. Requests for Immediate Relief & Waiver of Stay.

67. Pursuant to Bankruptcy Rules 6004(h) and 6006(d), the Debtors seek a waiver of any stay of the effectiveness of the Bidding Procedures Order, any Sale Order, any Stalking Horse Order, any order authorizing the assumption or assumption and assignment of a Contract in connection with a Sale, and any other order entered by this Court in connection with the Sale. Bankruptcy Rule 6004(h) provides that "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Fed. R. Bankr. P. 6004(h). Bankruptcy Rule 6006(d) provides that "[a]n order authorizing the trustee to assign an executory contract or unexpired lease under § 365(f)

[10] Section 365(f)(1) provides in pertinent part that, "notwithstanding a provision in an executory contract or unexpired lease of the debtor, or in applicable law, that prohibits, restricts, or conditions the assignment of such contract or lease, the trustee may assign such contract or lease." 11 U.S.C. § 365(f)(1). Further, section 365(f)(3) provides that "[n]otwithstanding a provision in an executory contract or unexpired lease of the debtor, or in applicable law that terminates or modifies, or permits a party other than the debtor to terminate or modify, such contract or lease or a right or obligation under such contract or lease on account of an assignment of such contract or lease, such contract, lease, right, or obligation may not be terminated or modified under such provision because of the assumption or assignment of such contract or lease by the trustee." 11 U.S.C. § 365(f)(3).

is stayed until the expiration of 14 days after entry of the order unless the court orders otherwise." Fed. R. Bankr. P. 6006(d).

68. The relief requested herein is necessary and appropriate to maximize the value of the Assets for the benefit of the Debtors' economic stakeholders. Given the Debtors' precarious financial condition and limited cash runway, the relief requested herein should be granted and effective as soon as practicable. Any delay in the Sale Process could jeopardize the Debtors' chapter 11 strategy and the ability of the Debtors to consummate a value-maximizing transaction. Accordingly, the Debtors submit that ample cause exists to justify waiving the fourteen-day stay imposed by Bankruptcy Rules 6004(h) and 6006(d), in each case, to the extent that such stay applies to the relief requested herein.

Notice

69. Notice of this Motion has been or will be provided to: (i) the Office of the United States Trustee for the District of Delaware; (ii) the Office of the United States Attorney for the District of Delaware; (iii) the Internal Revenue Service; (iv) counsel to the Prepetition Secured Parties and the DIP Secured Parties; (v) the holders of the thirty (30) largest unsecured claims against the Debtors' estates on a consolidated basis; (vi) all persons and entities known by the Debtors to have asserted any lien on or encumbrance with respect to the Assets (for whom identifying information and addresses are available to the Debtors); (vii) the Delaware Secretary of State; (viii) the Securities and Exchange Commission; (ix) the Delaware State Treasury; (x) the attorneys general in all states in which the Debtors conduct business; and (xi) any other party entitled to notice pursuant to Bankruptcy Rule 2002 or order of the Court. The Debtors respectfully submit that no further notice of this Motion need be provided.

[*Remainder of Page Intentionally Left Blank*]

Conclusion

WHEREFORE, the Debtors respectfully request that the Court: (i) enter the Bidding Procedures Order, substantially in the form attached hereto as **Exhibit A**; (ii) after the Sale Hearing, enter the Sale Order granting the relief requested in the Motion; and (iii) grant such other and further relief to the Debtors as the Court may deem proper.

Dated: August 19, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

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Proposed Counsel for Debtors
and Debtors in Possession

Exhibit A

Bidding Procedures 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 (___) (Joint Administration Requested)

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. ●] (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. ●], and the Gupta Declaration [Docket No. ●]; 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.

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,

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

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 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 3** (the "Assumption and Assignment Notice"); and (iv) 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 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 Stalking Horse Notice and the designation of the Stalking Horse.

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 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)	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 Eastern Time)	Bid 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	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 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 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 Parties or the Prepetition Creditors.

7. Subject in all respects to the Bankruptcy Code, other applicable law, the DIP Order, 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 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. Further, any credit bids 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. 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) modify the terms of the bid prior to the Sale Hearing, including, without limitation, the structure or amount of the credit bid.

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 Parties or Prepetition Secured Lenders (as such terms are defined therein) thereunder.

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, 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

10. The Stalking Horse Designation Procedures 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). The Bid Protections, if any, are approved through this Order pursuant to the Stalking Horse Designation Procedures.

D. Bid Deadline and Auction

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.

12. If the Debtors receive more than one Qualified Bid for the Assets, the Debtors shall conduct an Auction for the Assets.

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 or video recorded.

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"), 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.

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.

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.

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

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), 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, 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.

20. Any party who fails to file and serve a timely Sale Objection or Supplemental Sale Objection in accordance with the terms of this 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.

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).**

22. 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 [●] [●].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 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, to consummate the applicable transaction with the Backup Bidder without further order of the Court.

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 Order.

24. By no later than two business days after the entry of this 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

25. The Assumption and Assignment Notice, substantially in the form attached hereto as **Exhibit 3**, 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.

26. By no later than two business days after the entry of this 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.

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); and (c) served on the Objection Notice Parties.

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).

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 the party having filed the Cure Objection (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, 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 of this Order, be deemed assumed and assigned to the Successful Bidder as of the closing date of the sale of the Assets.

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.

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, the Adequate Assurance Information to any Counterparty (and counsel, if known) to any Contract that may be assumed by the applicable Qualified Bidder.

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.

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 the party having filed the Adequate Assurance Objection.

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.

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.

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

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.

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 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 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 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.

39. Nothing in this 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.

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 Order shall be immediately effective and enforceable

upon its entry, and any applicable stay of the effectiveness and enforceability of this Order is hereby waived.

41. The Debtors are authorized to take all steps necessary or appropriate to implement the relief granted in this Order.

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.

43. This Bidding Procedures Order shall constitute the findings of fact and conclusions of law and shall take immediate effect upon execution hereof.

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.

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 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.

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.

47. This Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of this 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 (___)
Debtors.[1]	(Joint Administration Requested)

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)	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, as applicable.

DEADLINE	EVENT
Eastern Time)	
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	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, 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").

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 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.

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, 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 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, 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 (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. 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. 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. 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").

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 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 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 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 Parties and the Prepetition Secured Parties 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, the Debtors will file with the Court, serve on parties in interest, and cause to be published on the Epiq Website, 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, 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, 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 [●] [●].m. (prevailing Eastern Time)** (the "Sale Hearing") before the

Honorable [●], 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 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 and the Prepetition Secured Parties: 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 official committee of unsecured creditors appointed in these Chapter 11 Cases (the "Creditors' Committee").

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;

- 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;

- 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), 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, 2026, at 4:00 p.m. (prevailing Eastern Time)** (the "Sale Objection Deadline"), be filed with 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 and the Prepetition Secured Parties: 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 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 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. 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.

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 (___)
Debtors.[1]	(Joint Administration Requested)

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 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, 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, 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 and the Prepetition Secured Parties: 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;

- 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 [●] [●].m. (prevailing Eastern Time)** before The Honorable [●], 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 (*pro hac vice*- pending)
Sarah A. Carnes (*pro hac vice* pending)
Michael A. Solimani (*pro hac vice* pending)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
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Email: svanaalten@coleschotz.com
scarnes@coleschotz.com
msolimani@coleschotz.com

Proposed Counsel for Debtors
and Debtors in Possession

Exhibit 3

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 (___)
Debtors.[1]	(Joint Administration Requested)

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); 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 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 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)** 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 and the Prepetition Secured Parties: 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 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 (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 the party having filed the Adequate Assurance Objection.

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 [●] [●].m.** (prevailing Eastern Time) before The Honorable [●], 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

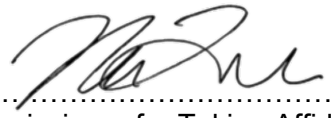
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Proposed Counsel for Debtors
and Debtors in Possession

Schedule 1

This is Exhibit “J” referred to in the affidavit of Adam Zalev, sworn September 11, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was 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: Natalie Levine
Law Society of Ontario Number: 64908K

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)

DEBTORS' MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO FILE UNDER SEAL THE FEE LETTERS RELATED TO THE DIP FACILITY

BFG Supply Co., LLC and the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors"), hereby move (this "Motion") for entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), pursuant to section 107(b) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), Rule 9018 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 9018-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), granting the relief described below.[2]

[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] A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in the *Declaration of Adam Zalev in Support of the Debtors' Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously herewith and incorporated by reference herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration or the DIP Motion (as defined herein).

Relief Requested

1. The Debtors respectfully request entry of the Proposed Order (a) authorizing the Debtors to file under seal the Fee Letters (as defined herein), of which the Debtors are seeking approval pursuant to 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) Utilize Cash Collateral, (II) Granting (A) Liens and Providing Superpriority Administrative Expense Status and (B) Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 17] (the "DIP Motion"); (b) directing that the redacted portions of 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 United States Bankruptcy Court for the District of Delaware, (ii) the United States Trustee for the District of Delaware (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.

Jurisdiction and Venue

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

Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

2. Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are section 107(b) of the Bankruptcy Code, Bankruptcy Rule 9018, and Local Rule 9018-1.

Background

4. Contemporaneously with the filing of this Motion, the Debtors filed the DIP Motion, which seeks entry of interim and final orders authorizing the Debtors to, among other things, obtain postpetition secured financing and undertake payment of related fees with respect to the $55 million senior secured, superpriority, priming debtor-in-possession credit facility (the "DIP Facility"), by and among the Borrower, the Guarantors, the several banks and other financial institutions or entities from time to time party thereto, as lenders (collectively, the "DIP Lenders"), and ACF FinCo I LP, as administrative and collateral agent (in such capacities, and together with its successors and permitted assigns, the "DIP Agent" and, together with the DIP Lenders, the "DIP Credit Parties").

5. By this Motion, the Debtors seek authorization to file under seal the fee letters by and between the Borrower and the DIP Agent, which set forth certain fees in connection with the DIP Facility (the "Fee Letter"). The Fee Letters contain sensitive and confidential commercial information regarding the structure and amount of the fees relating to the DIP Facility (the "Confidential Information"). Because the disclosure of this Confidential Information could harm

the Debtors and the DIP Credit Parties if made publicly available, the Debtors seek authority to file the Fee Letters under seal, subject to the limited approved disclosures as provided herein.

Basis for Relief

6. Pursuant to section 107(b) of the Bankruptcy Code, a bankruptcy court must protect entities from potential harm that may result from the disclosure of certain confidential information. *See* 11 U.S.C. § 107(b). Specifically, section 107(b) provides, in relevant part, as follows:

> On request of a party in interest, the bankruptcy court shall, and on the bankruptcy court's own motion, the bankruptcy court may—
>
> (1) protect an entity with respect to a trade secret or confidential research, development, or commercial information[.]

Id. Section 105(a) of the Bankruptcy Code, in turn, codifies the inherent equitable powers of bankruptcy courts and empowers them to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a).

7. Further, Bankruptcy Rule 9018 sets forth the procedures by which a party may obtain a protective order authorizing the filing of a document under seal. *See generally* FED. R. BANKR. P. 9018. Bankruptcy Rule 9018 provides, in relevant part, that "[o]n motion or on its own initiative, the court may, with or without notice, issue any order that justice requires to: (1) protect the estate or any entity regarding a trade secret or other confidential research, development, or commercial information[.]" *Id*. Further, Local Rule 9018-1(d) provides, in relevant part, that "any entity seeking to file a document . . . under seal must file a motion to requesting such relief[.]" DEL. BANKR. L.R. 9018-1(d)(i).

8. If the material sought to be protected satisfies one of the categories identified in section 107(b) of the Bankruptcy Code, "the court is *required* to protect a requesting party and has no discretion to deny the application." *In re Orion Pictures Corp.*, 21 F.3d 24, 27 (2d Cir. 1994) (emphasis in original); *accord In re Alterra Healthcare Corp.*, 353 B.R. 66, 75-76 (Bankr. D. Del.

2006); *In re Altegrity, Inc.*, 2015 WL 10963572, at *3 (Bankr. D. Del. July 6, 2015) ("[I]f it is established that the documents sought to be sealed fall within the enumerated statutory exception, the Court must grant the requested relief (or such other relief that protects the moving party)."). Stated differently, section 107(b) of the Bankruptcy Code does not require a party seeking its protections to demonstrate "good cause." *Orion Pictures*, 21 F.3d at 28. Additionally, "[c]ourts have supervisory powers over their records and files and may deny access to those records and files to prevent them from being used for an improper purpose." *In re Kaiser Aluminum Corp.*, 327 B.R. 554, 560 (D. Del. 2005); *see also In re A C & S Inc.*, 775 Fed. Appx. 78, 79 (3d Cir. 2019) (finding that "every court has supervisory power over its own records and files, and access has been denied where court files might have become a vehicle for improper purposes"). Courts are required to provide such protections "generally where open inspection may be used as a vehicle for improper purposes." *Orion Pictures*, 21 F.3d at 27; *accord In re Motions Seeking Access to 2019 Statements*, 585 B.R. 733, 753 (Bankr. D. Del. 2018). Indeed, the "authority goes not just to the protection of confidential documents, but to other confidentiality restrictions that are warranted in the interests of justice." *In re Glob. Crossing Ltd*, 295 B.R. 720, 724 (Bankr. S.D.N.Y. 2003).

9. "Commercial information"—"information which would result in 'an unfair advantage to competitors by providing them information as to the commercial operations of the debtor'"—is one category of information within the scope of section 107(b) of the Bankruptcy Code. *Alterra Healthcare*, 353 B.R at 75 (quoting *Orion Pictures*, 21 F.3d at 27-28); *Altegrity*, 2015 WL 10963572, at *3; *see also Global Crossing*, 295 B.R. at 725 (holding that the purpose of Bankruptcy Rule 9018 is to "protect business entities from disclosure of information that could reasonably be expected to cause the entity commercial injury"). Commercial information need not rise to the level of a trade secret to be protected under section 107(b) of the Bankruptcy Code.

See Orion Pictures, 21 F.3d at 27-28 (holding that section 107(b)(1) creates an exception to the general rule that court records are open to examination by the public and, under this exception, an interested party has to show only that the information it wishes to seal is "confidential" and "commercial" in nature); *accord Altegrity*, 2015 WL 10963572, at *3.

10. The disclosure of the terms of the Fee Letters would cause confidential commercial information to be revealed, thereby exposing the Debtors and the DIP Credit Parties to substantial harm, create an unfair advantage for competitors, and violate the Debtors' agreement with the DIP Agent to keep the terms of the Fee Letters confidential. Indeed, the Fee Letters reflect detailed proprietary commercial information describing fees to be paid in connection with the DIP Facility, which information is customarily considered by the DIP Credit Parties in particular, as well as in the financial services industry in general, to be highly sensitive and confidential commercial information not typically disclosed to the public or competing financial institutions. Such a broad publication of confidential commercial information contained in the Fee Letters would be inappropriate and materially harmful to the businesses of the DIP Credit Parties.

11. Given the highly competitive nature of the investment banking and lending industries, it is of the utmost importance that the details of the fee structures set forth in the Fee Letters be kept confidential so that competitors cannot use the commercial information contained therein to gain a strategic advantage in the marketplace. The Debtors submit that parties in interest will not be materially prejudiced by the relief sought herein because the unredacted Fee Letters will be reviewed by the Court, the U.S. Trustee, counsel to any official committee appointed in these cases, and any party ordered by the Court. Further, any party-in-interest can request that the Debtors and the DIP Agent permit them to review the Fee Letter.

12. Courts in this jurisdiction have previously determined that certain documents entered into in connection with postpetition financing, such as fee or expense letters, qualify as "confidential commercial information" within the meaning of section 107(b) of the Bankruptcy Code and have authorized the filing of such documents under seal. *See, e.g.*, *In re Spanish Broad. Sys., Inc.*, No. 26-10708 (BLS) (Bankr. D. Del. June 4, 2026) (granting debtors' motion to file DIP fee letter under seal); *In re AGDP Holding, Inc.*, No. 25- 11446 (MFW) (Bankr. D. Del. Sep. 2, 2025) (same); *In re Liberated Brands LLC*, No. 25-10168 (JKS) (Bankr. D. Del. Feb. 5, 2025) (same); *In re Wheel Pros, LLC*, No. 24-11939 (JTD) (Bankr. D. Del. Oct. 15, 2024) (same); *In re Salt Life Beverage, LLC*, No. 24-11468 (LSS) (Bankr. D. Del. Aug. 22, 2024) (same); *In re Vyaire Med., Inc.*, No. 24-11217 (BLS) (Bankr. D. Del. July 9, 2024) (same); *In re WOM S.A.*, No. 24-10628 (KBO) (Bankr. D. Del. June 18, 2024) (same).

13. The Debtors therefore submit that good cause exists to authorize the Debtors to file the Fee Letters under seal because of the harm that would ensue if the sensitive and confidential commercial information contained in the Fee Letters became public information.

Compliance with Local Rule 9018-1(d)

14. Upon the information, knowledge, and belief of the undersigned proposed counsel for the Debtors, the Fee Letters contain information that is confidential as contemplated by Local Rule 9018-1(d). Pursuant to Local Rule 9018-1(d)(ii), the undersigned proposed counsel for the Debtors hereby avers that they have conferred with counsel for the DIP Agent in good faith and made a reasonable effort to reach an agreement concerning what information contained in the Fee Letters must remain sealed from public view.

Notice

15. Notice of this Motion will be provided to: (a) the U.S. Trustee; (b) counsel to the DIP Agent and Prepetition ABL Agent; (c) counsel to the Prepetition Term Loan Agent and Prepetition Term Loan Lenders; (d) the parties listed on the Debtors' consolidated list of their thirty (30) largest unsecured creditors; (e) the United States Securities and Exchange Commission; (f) the Internal Revenue Service; (g) the Office of the United States Attorney for the District of Delaware; (h) Delaware State Treasury; (i) Delaware Secretary of State; and (j) all parties that have requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that in light of the nature of the relief requested, no other or further notice need be given.

[*Remainder of Page Intentionally Left Blank*]

WHEREFORE, the Debtors request entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A**, (a) granting the relief requested herein and (b) granting such other relief as the Court deems appropriate under the circumstances.

Dated: August 19, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Justin R. Alberto

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Proposed Counsel for Debtors
and Debtors in Possession

Exhibit A

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]	(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.

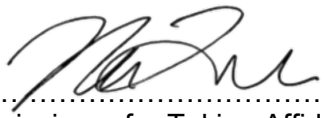
6. Any Bankruptcy Rule or Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

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.

This is Exhibit “K” referred to in the affidavit of Adam Zalev, sworn September 11, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was 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: Natalie Levine
Law Society of Ontario Number: 64908K

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)
	Objection Deadline: September 9, 2026 at 4:00 p.m. (ET) **Hearing Date: September 16, 2026 at 10:00 a.m. (ET)**

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

The above-captioned debtors and debtors in possession (collectively, the "Debtors" or the "Company") seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), authorizing the Debtors to retain and employ Reflect Advisors, LLC ("Reflect") to provide the Debtors with a Chief Restructuring Officer ("CRO") and certain additional Reflect personnel (the "Additional Staff") effective as of the Petition Date (defined below), (b) designating Adam Zalev ("Mr. Zalev") as the CRO to the Debtors, and (c) granting related relief. In support of this motion (the "Motion"), the Debtors submit the declaration of Adam Zalev (the "Zalev Declaration"), attached hereto as **Exhibit B**, and respectfully state as follows:

[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.

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (this "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the Am*ended Standing Order of Reference* from the United States District Court for the District of Delaware entered February 29, 2012.

2. Pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), the Debtors confirm their consent to the Court entering a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a) and 363(b) of title 11 of the United States Code (the "Bankruptcy Code").

BACKGROUND

5. On August 18, 2026 (the "Petition Date"), each Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the "Chapter 11 Cases"). These Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b). *See* Docket No. 53.

6. The Debtors continue to operate their business and manage their property as debtors-in-possession, pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. As of the date of this Application, no trustee, examiner, or statutory committee has been appointed in these Chapter 11 Cases.

7. Additional information regarding the circumstances leading to the commencement of these Chapter 11 Cases and information regarding the Debtors' business and capital structure is

set forth in detail in the *Declaration of Adam Zalev in Support of the Debtors' Chapter 11 Petitions and First Day Motions* [D.I. 16] (the "First Day Declaration"),[2] which is incorporated herein by reference.

QUALIFICATIONS OF REFLECT AND MR. ZALEV

8. The Debtors are familiar with the professional standing and reputation of Mr. Zalev and Reflect. Based on the complexities associated with administering these Chapter 11 Cases and the estates, the Debtors have determined that they require the assistance of a chief restructuring officer with specialized experience in bankruptcy and financial advisory services.

9. Mr. Zalev is the Founding Member and a Managing Director of Reflect. Reflect is a leading boutique financial advisory and restructuring practice founded in 2023 whose professionals have been involved in numerous formal and informal restructuring mandates, including many in the retail and wholesale industries. Prior to founding Reflect, Mr. Zalev was a Senior Managing Director of FTI Consulting, Inc. ("FTI") for six years, and prior to joining FTI, Mr. Zalev held progressively more senior roles, culminating as a Managing Director at Alvarez & Marsal LLC for nine years.

10. Mr. Zalev was appointed as the CRO of the Debtors on or about July 22, 2026, after the Debtors determined that his retention was necessary, appropriate, and in the best interests of their estates due to his expertise and qualifications in performing the analyses required in these Chapter 11 Cases.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration or the Engagement Agreement (as defined herein), as appropriate.

11. Reflect's restructuring professionals, including Mr. Zalev, have been actively involved in large chapter 11 cases and served as financial advisor in numerous retail and/or consumer products cases, recently including, among others: Simply Interior Homes, Christmas Tree Shops, Old Time Pottery, Bed Bath and Beyond, Rite Aid, Toys R Us, and The Hudson's Bay Company.

12. In selecting Mr. Zalev and the resources provided by Reflect, the Debtors recognized that they possess the necessary corporate acumen and experience with complex restructuring to direct these Chapter 11 Cases.

SCOPE OF SERVICES TO BE PROVIDED

13. Subject to approval by the Court, the Debtors seek to retain Reflect to provide the Debtors with a CRO and Additional Staff as necessary effective as of the Petition Date. Specifically, Mr. Zalev, with the assistance of the Additional Staff, has performed or will perform the following professional services as set forth in the engagement agreement attached to the Zalev Declaration as **Exhibit 3** (the "Engagement Agreement"):

a. Provide interim management and leadership functions in connection with all of the Company's operations, including but not limited to overseeing accounting and treasury functions, and reporting directly to the Company's governing authorities;

b. Assist management with respect to day-to-day aspects of the management and operations of the Company's business;

c. Assist with and represent the Company in any negotiations with key stakeholders and their professional constituencies, including vendors and customers, as appropriate;

d. Provide advice, assistance, and oversight to the Company in respect of the development of its short-term cash flow and financial forecasting and present such forecasts, together with supporting schedules and information, to the Company's stakeholders;

e. Assist the Company to consider its strategic and restructuring alternatives and, as appropriate, to implement such strategies as duly determined by the applicable governing authority;

f. Take all actions and perform all duties in respect of providing assistance to the Company and its legal advisors in respect of the Company's preparation for a filing pursuant to Chapter 11 of the U.S. Bankruptcy Code; and

g. Perform any other services as agreed upon between Reflect, the Company, and its applicable governing body.

14. Mr. Zalev, with the assistance of the Additional Staff, also has performed or will perform the following professional services in connection with the Chapter 11 Cases:

a. Assist the Debtors and collaborate with counsel and the Debtors' other professionals in preparing to file petitions for relief under chapter 11 of the Bankruptcy Code and all related papers;

b. Assist with the Debtors' implementation of Court orders;

c. Assist with financing issues either prior to or during a bankruptcy filing;

d. Participate in meetings and provide support to the Debtors and their other professionals in responding to information requests, communicating with and/or negotiating with lenders, official and unofficial committees of creditors, vendors, customers, the U.S. Trustee, other parties in interest, and professionals hired by the same;

e. Based on the Debtors' underlying records, as and when produced, prepare such financial disclosures as may be required by the Court, including the Debtors' schedules of assets and liabilities, statements of financial affairs, and monthly operating reports;

f. Assist the Debtors' with asset sales and support a section 363 sale process, including (i) developing materials and documents for potential buyers' review, (ii) assisting the Debtors' with the preparation of due diligence materials and responding to buyer diligence requests, (iii) assisting with the evaluation of offers received, and (iv) working with the Debtors, counsel, and other advisors to prepare and support asset purchase agreements and related motions to obtain Court approval;

g. Advise the Debtors regarding their accounting and operating procedures to segregate prepetition and post-petition business transactions;

h. Identify the Debtors' executory contracts and unexpired leases, as and when produced, and perform analyses of the financial impact of the assumption or rejection of each, as necessary;

i. Participate in the Debtors' claims analysis and reporting, including plan classification modeling, avoidance action analysis, and claim estimation;

j. Assist in implementing the Debtors' chapter 11 plan;

k. Prepare the Debtors' information and analysis necessary for confirmation of the Debtors' plan of reorganization, including information contained in the Debtors' disclosure statement such as a liquidation analysis, projections, and range of reorganization value;

l. Render testimony and expert witness reporting as requested regarding the matters which Reflect and its personnel are providing services; and

m. Provide such other restructuring or advisory services to the Debtors as are consistent with the role of CRO and/or the above-described services that are requested by the Debtors and their counsel, not duplicative of services provided by other professionals, and agreed to by Reflect.

PROFESSIONAL COMPENSATION

15. In accordance with the terms of the Engagement Agreement, as compensation for the services rendered by the CRO and the Additional Personnel, the Debtors shall pay Reflect based on the time expended by Reflect personnel according to the current standard hourly rates set forth below:[3]

a. Adam Zalev (CRO): $660

b. Managing Director: $625 – $660

c. Senior Director: $550 – $585

d. Director: $500 – $535

e. Associate/Senior Associate: $400 – $495

16. Reflect will maintain detailed time records in quarter hour (0.25) increments and document actual and necessary costs and expenses incurred in connection with the services rendered. The hourly rates set forth above are set at a level designed to fairly compensate Reflect

[3] As set forth in the Engagement Agreement, Reflect agreed to a discount equal to 25% of the standard hourly rates for the first two full weeks of the engagement commencing on July 22, 2026.

to cover fixed and routine overhead expenses and are subject to periodic adjustments as set forth in the Engagement Agreement.

17. Beyond the rates listed above, the Debtors shall reimburse Reflect for its reasonable out-of-pocket documented expenses incurred in connection with these Chapter 11 Cases, such as certain telephone, overnight mail, messenger, travel, meals, accommodations and other attendant costs that Reflect may reasonably incur.

18. The fee structure is consistent with and typical of compensation arrangements entered into by Reflect and other comparable firms in connection with the rendering of similar services under similar circumstances. The Debtors believe that the fee structure is in fact reasonable, market-based, and designed to fairly compensate Reflect for its work and to cover necessary and reasonable expenses.

19. Prior to the Petition Date, the Debtors paid a retainer to Reflect in the aggregate amount of $350,000.00 (the "Retainer"). Prior to the Petition Date, Reflect applied professional fees and expenses incurred against the Retainer reducing its balance to $265,309.70. As of the Petition Date, the Debtors do not owe Reflect any amounts for prepetition services rendered or for out-of-pocket expenses incurred. During the ninety (90) days prior to the Petition Date, Reflect received payments, inclusive of the Retainer, for professional fees and expenses incurred totaling $874,855.49. Reflect intends to keep the balance of the Retainer throughout these Chapter 11 Cases as security for payment of its fees and expenses to be applied against its final invoice in these Chapter 11 Cases.

20. Other than as set forth herein or in the Engagement Agreement, there is no proposed arrangement between the Debtors and Reflect for compensation to be paid in these Chapter 11 Cases.

FEE AND REPORTING REQUIREMENTS

21. Upon Court approval of the relief requested herein, Reflect will be retained and employed to provide the Debtors with additional services as necessary, and Mr. Zalev will be designated as the CRO to the Debtors in these Chapter 11 Cases pursuant to section 363(b) of the Bankruptcy Code. Because Reflect and Mr. Zalev are not being employed as professionals under section 327 of the Bankruptcy Code, they will not be required to submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code. Instead, Reflect will submit monthly invoices to the Debtors for payment in the ordinary course of business. In addition, Reflect will file with the Court and serve copies on (a) the Office of the United States Trustee (the "U.S. Trustee"); (b) the holders of the thirty (30) largest unsecured claims against the Debtors or, if appointed, counsel to an Official Committee of Unsecured Creditors; (c) counsel to the Prepetition DIP Agent and ABL Agent; (d) counsel to the Prepetition Term Loan Agent and Prepetition Term Loan Lenders; and (e) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"), a report on compensation earned and expenses incurred on at least a quarterly basis (the "Quarterly Report"). Such compensation and expenses shall be subject to Court review in the event that an objection is filed. In addition, Reflect will file with the Court and serve the U.S. Trustee with a report on staffing (the "Staffing Report") no later than the 14th of each month for the previous month, which report will include the (a) monthly fee of Mr. Zalev as the CRO; (b) names, hours worked, and requested compensation of the Additional Staff assisting the CRO in these Chapter 11 Cases for the month; and (c) a summary of reimbursable expenses incurred by Reflect for the relevant period. The Staffing Report, Reflect's staffing decisions, and all compensation identified in the Staffing Report shall be subject to the Court's review in the event that an objection is filed. Reflect will file its first Staffing Report no later than September 14, 2026 for the period covering the Petition Date through and including August 31, 2026.

22. In seeking the retention and employment of Reflect and Mr. Zalev for services as the CRO in these Chapter 11 Cases, the Debtors submit that Reflect's general restructuring experience and expertise, its knowledge of capital markets, and its merger and acquisition advisory capabilities will inure benefit to the Debtors, that the value to the Debtors of Reflect's services derives substantially from its expertise and experience and that accordingly, the fee arrangements set forth in the Engagement Agreement are reasonable.

INDEMNIFICATION

23. The Debtors have agreed to indemnify and hold harmless Reflect and its affiliates from and against all losses, claims, damages, and liabilities to third parties which are related to or result from the performance by Reflect of the services contemplated in the Engagement Agreement.

24. The Debtors and Reflect believe that the indemnification provisions contained in the Engagement Agreement (the "Indemnification Provisions") are customary and reasonable for restructuring and financial advisory services, both out-of-court and in chapter 11 cases and reflect the qualifications and limitations on indemnification provisions that are customary in this district and other jurisdictions. Moreover, the terms and conditions of the Indemnification Provisions were negotiated by the Debtors and Reflect at arm's-length and in good faith. Accordingly, as part of this Motion, the Debtors request that this Court approve the Indemnification Provisions as set forth in the Engagement Letter and as expressly modified herein and in the Proposed Order.

DISINTERESTEDNESS

25. To the best of the Debtors' knowledge, information, and belief, other than as set forth in the Zalev Declaration, Reflect and Mr. Zalev (i) have no connection with the Debtors, their creditors, other parties in interest, or the attorneys or accountants of any of the foregoing, or the U.S. Trustee and (ii) do not hold any interest adverse to the Debtors' estates.

26. Although the Debtors submit that the retention of Reflect and Mr. Zalev is not governed by section 327 of the Bankruptcy Code, the Debtors attach the Zalev Declaration that discloses, among other things, any relationship that Reflect, Mr. Zalev, or any other Reflect personnel has with the Debtors, their significant creditors, or other significant parties in interest known to Reflect and Mr. Zalev. Based upon the Zalev Declaration, the Debtors submit that Reflect and Mr. Zalev are "disinterested persons" as that term is defined by section 101(14) of the Bankruptcy Code.

27. If any new material facts or relationships are discovered or arise, Reflect and Mr. Zalev will provide the Court with a supplemental declaration.

RELIEF REQUESTED

28. The Debtors seek entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A**, (a) approving the retention and employment of Reflect to provide the Debtors with a CRO and certain Additional Staff effective as of the Petition Date, (b) designating Mr. Zalev as the Debtors' CRO, and (c) granting related relief.

BASIS FOR RELIEF

I. Retention and Employment of Reflect to Provide Mr. Zalev as the CRO is Permitted

29. The Debtors seek approval of the retention and employment of Reflect pursuant to section 363 of the Bankruptcy Code effective as of the Petition Date. Section 363(b)(1) of the Bankruptcy Code provides in relevant part that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." In determining whether to authorize the use, sale, or lease of property of the estate under this section, courts require the debtor to show that a sound business purpose justifies such actions. *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999).

30. The Debtors' entry into the Engagement Agreement to retain Reflect to provide Mr. Zalev as the CRO and to provide financial advisory and restructuring related services upon the terms set forth in the Engagement Agreement, this Motion, and the Proposed Order would enable the Debtors to most efficiently administer these Chapter 11 Cases and preserve and maximize the value of the estates. Indeed, the Debtors require the assistance of qualified and experienced personnel to assist in these Chapter 11 Cases. Thus, the Debtors believe it would be in their best interests and in the best interests of their estates, creditors, and other parties in interest for the Court to grant the relief requested herein, with such relief being deemed effective as of the Petition Date.

31. The retention of Reflect and its professionals is a sound exercise of the Debtors' business judgment. Mr. Zalev has extensive experience as a senior officer and as an advisor for many companies facing financing difficulty, including many that were involved in formal restructuring processes. The Debtors believe that Reflect and Mr. Zalev will provide services that benefit the Debtors' estates and creditors. In light of the foregoing, the Debtors believe that the relief requested in this Motion is appropriate, a sound exercise of the Debtors' business judgment, and is in the best interests of the Debtors and their estates and creditors.

32. This Court has routinely authorized the retention of officers under section 363 of the Bankruptcy Code. *See, e.g.*, *In re Reliz Technology Group Holdings Inc.*, No. 26-10371 [D.I. 276] (Bankr. D. Del. May 1, 2026); *In re Apple Tree Life Sciences, Inc*., No. 25-12177 [D.I. 600] (Bankr. D. Del. Apr. 28, 2026); *In MII Aviation Services LLC*, No. 26-10123 [D.I. 152] (Bankr. D. Del. Apr. 14, 2026); *In re Tonopah Solar Energy*, LLC, No. 26-10060 [D.I. 111] (Bankr. D. Del. Feb. 13, 2026); *In re GST, Inc*., No. 25-12188 [D.I. 86] (Bankr. D. Del. Feb. 3, 2026).

II. Relief Effective as of the Petition Date is Appropriate

33. The Debtors request that Reflect's retention be made effective as of the Petition Date to allow Reflect to be compensated for the work performed for the Debtors prior to the Court's consideration and approval of this Motion. Such relief is warranted by the circumstances presented in these Chapter 11 Cases. Due to the complexity and speed that have characterized these Chapter 11 Cases, the services of Reflect and Mr. Zalev were necessary prior to the approval of this Motion, and the Debtors seek approval of the relief requested herein effective as of the Petition Date. The Debtors believe that no party in interest will be prejudiced by the granting of Reflect's retention and employment and provision of Mr. Zalev as the CRO as of the Petition Date because they have provided and continue to provide valuable services to the Debtors' estates in the interim period.

34. Based upon the foregoing, the Debtors submit that the retention and employment of Reflect and the designation of Mr. Zalev as the CRO on the terms set forth herein and in the Engagement Agreement is permissible under section 363 of the Bankruptcy Code and is in the best interest of the Debtors' estates, creditors, and all other parties in interest.

NOTICE

35. The Debtors will provide notice of this Application to the following parties and/or their respective counsel, as applicable: (a) the U.S. Trustee; (b) counsel to the DIP Agent and Prepetition ABL Agent; (c) counsel to the Prepetition Term Loan Agent and Prepetition Term Loan Lenders; (d) the parties listed on the Debtors' consolidated list of their thirty (30) largest unsecured creditors; and (e) all parties who have requested notice in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002. In light of the nature of relief requested in this Application, the Debtors respectfully submit that no further notice is necessary.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: August 26, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Stacy L. Newman

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Proposed Counsel for Debtors
and Debtors in Possession

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)
	Hearing Date: September 16, 2026 at 10:00 a.m. (ET) **Objection Deadline: September 9, 2026 at 4:00 p.m. (ET)**

NOTICE OF 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

PLEASE TAKE NOTICE that on August 26, 2026, the above-captioned debtors and debtors in possession (collectively, the "Debtors"), by and through their undersigned proposed counsel, filed with the United States Bankruptcy Court for the District of Delaware (the "Court") 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* (the "Motion").

PLEASE TAKE FURTHER NOTICE that a copy of the Motion is being served with this Notice. A copy of the Motion is also available on (i) the Court's website: www.deb.uscourts.gov and (ii) the website maintained by the Debtors' Claims and Noticing Agent, Epiq Restructuring, LLC, at https://dm.epiq11.com/case/bfgsupply.

PLEASE TAKE FURTHER NOTICE that a hearing on the Motion will be held on **September 16, 2026 at 10:00 a.m. (prevailing Eastern Time) (the "Hearing")** before The Honorable Craig T. Goldblatt, United States Bankruptcy Court for the District of Delaware, 3rd Floor, Courtroom No. 7, 824 North Market Street, Wilmington, Delaware 19801.

[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.

PLEASE TAKE FURTHER NOTICE that objections, if any, to approval of the Motion must be filed on or before **September 9, 2026 (prevailing Eastern Time) at 4:00 p.m. (prevailing Eastern Time) (the "Objection Deadline")** with the Bankruptcy Court, 824 N. Market Street, Wilmington, Delaware 19801. At the same time, you must serve a copy of the objection upon undersigned proposed counsel for the Debtors so as to be actually received by the Objection Deadline. Only those objections made in writing and timely filed in accordance with the above procedures will be considered by the Court at such hearing.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO PROPERLY FILE AND SERVE A RESPONSE ON OR BEFORE THE OBJECTION DEADLINE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: August 26, 2026
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Stacy L. Newman

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Proposed Counsel for Debtors
and Debtors in Possession

EXHIBIT A

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]	(Joint Administration Requested)
	Re: Docket No. __

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 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 hour (0.25) 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.

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

Declaration of Adam Zalev

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)

DECLARATION OF ADAM ZALEV IN SUPPORT OF 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

I, Adam Zalev ("Mr. Zalev"), hereby declare as follows:

1. I am the Founding Member and a Managing Director of Reflect Advisors, LLC ("Reflect"), resident in its office located at 609 Bowling Avenue Nashville, TN 37215. I was appointed as Chief Restructuring Officer ("CRO") of the Debtors on or about July 22, 2026.

2. I provide this declaration (the "Declaration") in support of 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* (the "Motion").[2]

[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.

3. Unless otherwise indicated herein, the facts set forth in this Declaration are personally known to me and, if called as a witness, I could and would testify thereto.

Qualifications

4. I am the Founding Member and a Managing Director of Reflect. Reflect is a leading boutique financial advisory and restructuring practice founded in 2023 whose professionals have been involved in numerous formal and informal restructuring mandates, including many in the retail industry. Prior to founding Reflect, I was a Senior Managing Director of FTI Consulting, Inc. ("FTI") for six years, and prior to joining FTI, I held progressively more senior roles, culminating as a Managing Director at Alvarez & Marsal LLC for nine years.

5. I was appointed as the CRO of the Debtors on or about July 22, 2026 after the Debtors determined that my retention was necessary, appropriate, and in the best interests of their stakeholders due to my expertise and qualifications in performing the analyses required in these Chapter 11 Cases.

6. I received a Bachelors in Economics & Finance from York University and a Masters of Management & Professional Accounting from The University of Toronto. I am a licensed CPA and Certified Turnaround Professional. Throughout my career, I have advised hundreds of debtors, lenders, and other stakeholders on numerous restructuring transactions in complex chapter 11 cases as well as cross-border mandates. I have served as a Chief Restructuring Officer in large chapter 11 cases, and served as financial advisor in numerous cases, including in the District of Delaware, including Simply Home Interiors, Christmas Tree Shops, Old Time Pottery, Bed Bath & Beyond, and Toys R Us.

7. Reflect is a leading boutique restructuring and consulting firm with extensive experience in bankruptcy, insolvency, and commercial business advisory practices. Reflect's

consultants are seasoned restructuring advisors who provide clients with particularized experience in restructurings and turnarounds.

8. As a result of conversations with the Debtors and counsel, Reflect has become and will continue to become familiar with the Debtors' business and is well-suited to provide the services described below.

Services to be Provided

9. Subject to entry of the Proposed Order, I will serve as the CRO of the Debtors. I have agreed that Reflect and I will assist the Debtors in evaluating and implementing strategic and tactical options. My rates and other related information are set forth below.

10. The Debtors have requested that the CRO and Additional Staff provide the following professional services as set forth in the Engagement Agreement:

a. Provide interim management and leadership functions in connection with all of the Company's operations, including but not limited to overseeing accounting and treasury functions, and reporting directly to the Company's governing authorities;

b. Assist management with respect to day-to-day aspects of the management and operations of the Company's business;

c. Assist with and represent the Company in any negotiations with key stakeholders and their professional constituencies, including vendors and customers, as appropriate;

d. Provide advice, assistance, and oversight to the Company in respect of the development of its short-term cash flow and financial forecasting and present such forecasts, together with supporting schedules and information, to the Company's stakeholders;

e. Assist the Company to consider its strategic and restructuring alternatives and, as appropriate, to implement such strategies as duly determined by the applicable governing authority;

f. Take all actions and perform all duties in respect of providing assistance to the Company and its legal advisors in respect of the Company's preparation for a filing pursuant to Chapter 11 of the U.S. Bankruptcy Code; and

g. Perform any other services as agreed upon between Reflect, the Company, and its applicable governing body.

11. The Debtors have further requested that the CRO and Additional Staff provide the following professional services in connection with these Chapter 11 Cases:

a. Assist the Debtors and collaborate with counsel and the Debtors' other professionals in preparing to file petitions for relief under chapter 11 of the Bankruptcy Code and all related papers;

b. Assist with the Debtors' implementation of Court orders;

c. Assist with financing issues either prior to or during a bankruptcy filing;

d. Participate in meetings and provide support to the Debtors and their other professionals in responding to information requests, communicating with and/or negotiating with lenders, official and unofficial committees of creditors, vendors, customers, the U.S. Trustee, other parties in interest, and professionals hired by the same;

e. Based on the Debtors' underlying records, as and when produced, prepare such financial disclosures as may be required by the Court, including the Debtors' schedules of assets and liabilities, statements of financial affairs, and monthly operating reports;

f. Assist the Debtors' with asset sales and support a section 363 sale process, including (i) developing materials and documents for potential buyers' review, (ii) assisting the Debtors' with the preparation of due diligence materials and responding to buyer diligence requests, (iii) assisting with the evaluation of offers received, and (iv) working with the Debtors, counsel, and other advisors to prepare and support asset purchase agreements and related motions to obtain Court approval;

g. Advise the Debtors regarding their accounting and operating procedures to segregate prepetition and post-petition business transactions;

h. Identify the Debtors' executory contracts and unexpired leases, as and when produced, and perform analyses of the financial impact of the assumption or rejection of each, as necessary;

i. Participate in the Debtors' claims analysis and reporting, including plan classification modeling, avoidance action analysis, and claim estimation;

j. Assist in implementing the Debtors' chapter 11 plan;

k. Prepare the Debtors' information and analysis necessary for the confirmation of the Debtors' plan of reorganization, including information

contained in the Debtors' disclosure statement such as a liquidation analysis, projections, and range of reorganization value;

l. Render testimony and expert witness reporting as requested regarding the matters which Reflect and its personnel are providing services; and

m. Provide such other restructuring or advisory services to the Debtors as are consistent with the role of CRO and/or the above-described services that are requested by the Debtors and their counsel, not duplicative of services provided by other professionals, and agreed to by Reflect.

12. The Debtors require my professional services and expertise to assist the Debtors in the administration of these Chapter 11 Cases and their efforts to implement a restructuring transaction. I will coordinate with the Debtors' other professionals to avoid the unnecessary duplication of services.

Compensation

13. For the services rendered by myself and the Additional Staff, the Debtors will pay hourly fees ranging from $400.00 to $660.00, depending on the personnel assigned to the particular task. Reflect's hourly fees will be based on the hours actually expended multiplied by their applicable hourly billing rates for this engagement. The Debtors shall pay Reflect in cash based on the time expended by Reflect personnel according to the current standard hourly rates set forth below:[3]

i. Adam Zalev (CRO): $660

ii. Managing Director: $625 – $660

iii. Senior Director: $550 – $585

iv. Director: $500 – $535

v. Associate/Senior Associate: $400 – $495

[3] As set forth in the Engagement Agreement, Reflect agreed to a discount equal to 25% of the standard hourly rates for the first two full weeks of the engagement commencing on July 22, 2026.

14. Reflect will be reimbursed for all reasonable out-of-pocket expenses incurred in connection with these Chapter 11 Cases including, but not limited to, certain telephone, overnight mail, messenger, travel, meals, accommodations and other attendant costs that Reflect may reasonably incur.

15. The fee structure is consistent with and typical of compensation arrangements entered into by Reflect and other comparable firms in connection with the rendering of similar services under similar circumstances. I believe that the fee structure is in fact reasonable, market-based, and designed to fairly compensate Reflect for its work and to cover necessary and reasonable expenses.

16. Prior to the Petition Date, the Debtors paid a retainer to Reflect in the aggregate amount of $350,000.00 (the "Retainer"). Prior to the Petition Date, Reflect applied professional fees and expenses incurred against the Retainer reducing its balance to $265,309.70. As of the Petition Date, the Debtors do not owe Reflect any amounts for prepetition services rendered or for out-of-pocket expenses incurred. During the ninety (90) days prior to the Petition Date, Reflect received payments, inclusive of the Retainer, for professional fees and expenses incurred totaling $874,855.49. Reflect intends to keep the balance of the Retainer throughout these Chapter 11 Cases as security for payment of its fees and expenses to be applied against its final invoice in these Chapter 11 Cases.

17. Other than as set forth herein or in the Engagement Agreement, there is no proposed arrangement between the Debtors and Reflect for compensation to be paid in these Chapter 11 Cases.

Disinterestedness

18. Reflect caused to be submitted for review by its conflicts system the names of all known potential parties in interest in these chapter 11 cases (the "Potential Parties in Interest"), a list of whom are attached hereto as **Exhibit 1**. The list of Potential Parties in Interest was provided by the Debtors and included, among other things, the Debtors, non-Debtor affiliates, significant equity holders, the Debtors' current and former directors and officers, top thirty (30) unsecured creditors, vendors, and other parties. The results of the conflict check were compiled and reviewed by Reflect professionals under my supervision. Based on this review, Reflect is not aware of any connection to disclose other than as described below. Should Reflect discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Reflect will use reasonable efforts to promptly file a supplemental declaration.

19. In addition, to the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Reflect, nor any of its professionals, has any materially adverse connection to the Debtors' estates with respect to any matter upon which Reflect personnel is to be engaged.

20. Reflect has and will continue to represent clients in matters unrelated to these Chapter 11 Cases. In addition, Reflect and its personnel have and will continue to have relationships in the ordinary course of its business with certain vendors, professionals, and other parties in interest that may be involved in the Debtors' Chapter 11 Cases. Reflect may also provide professional services to entities or persons that may be creditors or parties in interest in these Chapter 11 Cases, which services do not directly relate to, or have any direct connection with, these Chapter 11 Cases or the Debtors.

21. To the best of my knowledge, neither Reflect nor any of its employees represent any interest materially adverse to the Debtors' estates with respect to any matter upon which Reflect is to be engaged. Based on the foregoing, I believe that Reflect is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code.

22. As of the date of Reflect's engagement, Reflect does not hold any claim against the Debtors.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Executed this 26th day of August 2026

/s/ Adam Zalev
Adam Zalev
Chief Restructuring Officer

EXHIBIT 1

List of Potential Parties in Interest

Debtor Entities
Bamboo Purchaser, Inc.
BFG Holdings I, Inc.
BFG Kalamazoo, LLC
BFG Logistics, LLC
BFG Purchaser Parent, Inc.
BFG Supply Canada Holdings, Inc.
BFG Supply Co., LLC
BFG Supply Holdings, Inc.
BFG VG Supply Acquisition, LLC
De Cloet Greenhouse Mfg. Ltd.
Gard'N-Wise Distributors, Inc.
Green-Tek, LLC
Greenhouse Contracting Services, LLC
Greenhouse Solutions, LLC
GROSouth, Inc.
International Greenhouse Contractors, LLC
L&L Nursery Supply, Inc.

Parent Entities and Equity Holders
BFG Intermediate Holdings, LLC
BFG Purchaser Holdings, LLC
BFG Supply Investment Holdings GP, Inc.
BFG Supply Investment Holdings, LP
BFG Topco, Inc.
BFG US, LLC
IGC Holdco, Inc.
Pamplona Equity Partners, LP

Non-Debtor Affiliates
IGC Horticultural Services, LLC

Current and Former Directors & Officers
Adam Zalev
Bart Fornfeist
Benjamin DeCloet
Benjamin George
Bill Elkin
Brian Pratt
Dan Froli
David Daily

Debtors' Professionals
A&G Realty Partners, LLC
AlixPartners Restructuring, Inc.
Cassels Brock & Blackwell LLP
Cole Schotz P.C.
Epiq Corporate Restructuring, LLC
Osler, Hoskin, & Harcourt LLP
Reflect Advisors, LLC
SSG Advisors, LLC

Lender Professionals
Choate, Hall & Stewart LLP
Landis Rath & Cobb LLP
Proskauer Rose LLP
Womble Bond Dickinson (US) LLP

Administrative Agents, Lenders, & Lien Parties
2010 Bay Gas(Canada) Corp
AC American Fixed Income IV LP
ACF Finco I LP
Allied Packaging Corporation
AN Credit Strategies Fund, L.P.
AO Middle Market Credit Financing L.P.
ARCC FB Funding LLC
Ares Capital Corporation
Ares Centre Street Partnership, L.P.
Ares Commercial Finance LP
Ares CSIDF Holdings LLC
Ares Diversified Credit Strategies Fund II (IM), L.P.
Ares Jasper Fund Holdings, LLC
Ares ND CSF Holdings LLC
Ares Senior Direct Lending Parallel Fund (U) B, L.P.
ARES SENIOR DIRECT LENDING PARALLEL FUND (U) II, L.P.
Ares Senior Direct Lending Parallel Fund (U), L.P.
Ares SFERS Holdings LLC
Bayview Explorations Ltd
BFG Corporation
Bluewater Oil and Gas Limited
Bowhead IMC LP
Byline Bank
CADEX Credit Financing LLC
Chimney Tops Loan Fund, LLC

David L. George
Harvey Luth
Jacqueline Giuntoli
Jeff King
John Berry
John Coill
Marc R. Wise
Mark Hedstrom
Patrick Bartels
Scott Wise
Sean Fagin
Stephen T. Wise
Tom Medhurst
Will Sherrill
William Pruellage

Banks

Esquire Bank
Royal Bank of Canada
Signature Bank

Insurance Providers, Sureties, Letter of Credit Issuers

Allied World Assurance Company (U.S.) Inc.
Ambridge Partners LLC
Endurance American Specialty Insurance Company
Federal Insurance Company
Lloyd's of London
Lockton
MS Transverse Specialty Insurance Company
The Dominion of Canada General Insurance Company
Travelers Casualty and Surety Company of America
Travelers Insurance Company of Canada
Travelers Property Casualty Company of America

Landlords

460 Nixon Road Holdings LP
Allegheny Capital Growth LP
B&V Land Company LLC
BRE Delta Industrial Sacramento LP
Crossmar Texas Industrial I LLC
CION Ares Diversified Credit Fund
Corporation of Norfolk County
Crown Equipment Corporation
Daylight Manufacturing Ltd
De Lage Laden Financial Services, inc.
Dell Financial Services L.L.C.
Dominion Natural Gas Company Limited
Environmental Science U.S. LLC
Everbank, N.A.
Federal Insurance Company
GreatAmerica Financial Services Corporation
Haldimand-Norfolk
HYG Financial Services, Inc.
Ivy Hill Middle Market Credit Fund XVI, Ltd. (Ares)
Ivy XIX Financing, LLC
LEAF Capital Funding, LLC
Nationwide Life Insurance Company
Nationwide Mutual Insurance Company
Partners Capital Group Inc.
PNC Bank
Raymond Leasing Corporation
Royal Bank of Canada
SA Real Assets 20 Limited
SDL Finance 1 LP
SDL Finance 2 LP
SDL II Credit B1 LP
SDL II Credit B2 LP
SDL II Finance 1 LP
SDL II Finance 2 LP
Simutomo Mitsui Banking Corporation
Sumitomo Mitsui Financing and Leasing Company, Limited
Swiss Reinsurance America Corporation
The Huntington National Bank
Toyota Industries Commercial Finance Canada, Inc.
Union Gas Limited
WBD, Inc.
Wells Fargo Bank N.A.
Wisconsin Business Development Finance Corporation

Litigation Counterparties

Jack Randall Petersen
Parish Robinson

Taxing Authorities

D&W Fine Pack LLC
FIFE 1 Limited Partnership
G&I IX Midway Vandalia LLC
Harman Realty Inc
Liberty Property Limited Partnership
LIT Midway LLC
Logistics Sixteen LLC
Longfield Investment Co. Ltd.
Luke LLC
M&V Land Development Company LLC
MH Nixon Road LP
MSP Midway LL LLC
PLD USLF Chastain Meadows DC LLC
Prologis Management
Stag Indistrial Holdings LLC
Teachers Insurance & Annuity Assoc of America
Tonys Services Inc.
Westcore West SAC LP
Wetsel Inc.

Utility Providers

ABC Waste of Savannah
Alliant Energy
Aqua Illinois, Inc.
Astound
AT&T
Bell
Best Way Disposal
Blue Triton Brands, Inc.
Burrtec
City of Danville
City of Grand Rapids
City of Harrisonburg
City of San Bernadino
City of Tacoma
Cobb EMC
Columbia Gas of Virginia
Comcast
Consumers Energy
Danville Sanitary District

Alabama Dept of Revenue
Alaska Department of Revenue
Alaska Remote Seller Sales Tax Commission
Ar. Dept of Finance and Administration
Arizonda Dept of Revenue
Arkansas Dept of Finance and Administration
Arkansas Secretary of State Office
California Board of Equalization California Dept of Tax and Fee Administration
California Dept of Tax & Fee Admin
California Franchise Tax Board
Canada Border Services Agency
Canada Revenue Agency
Charter Township of Comstock
Chatham County Tax Commissioner
City and County of Denver
City of Baldwin
City of Grand Rapids Assessor's Office
City of Harrisonburg
City of Kentwood
Cobb County Tax Commissioner
Colorado Dept of Revenue
Commonwealth of Pennsylvania
Comptroller of Maryland
Connecticut Dept of Revenue
Delaware Department of State
Delaware Division of Revenue
Denton County Tax Office
Department of Business Services, Alexi Giannoilias, Illinois Secretary of State
District of Columbia
District of Columbia of Tax & Revenue
Florida Dept of Revenue
Georgia Dept of Revenue
Georgia Tax Department
Hawaii Dept of Revenue
Hawaii Dept of Taxation
Idaho State Tax Commission
Illinois Department of Revenue
Indiana Dept of Revenue
Iowa Dept of Revenue
Kansas Dept of Revenue
Kentucky Dept of Revenue
Lake County Treasurer
Louisiana Dept of Revenue
Lubbock Central Appraisal District

DTE
Enbrudge
Excel Energy
Frontier Communications
Georgia Power
Harrisonburg Elec. Commission
Hyrdo One
Johns Disposal Service, Inc.
Kalamazoo City Treasurer
Lingo
Murreys Disposal
Nipsco
Pacific Gas & Electric
Puget Sound Energy
Purity Plus
R.D. Cookson Disposal Ltd.
Republic Services
Republic Services #240
Republic Services #726
Rollright Mobile Trash Compaction
Scana Energy
Smash My Trash - Denver
So Cal Edison
So Cal Gas
Spectrum
TDS
TPX
Uniti
Waste Mgmt of CO
Waste Mgmt of GA
Waste Mgmt of MN
WOW!

Top 50 Vendor Spend

AFS Logistics
Bloem, LLC
Bonide
Central Garden & Pet
Coast of Maine Organic Product
Control Solutions, Inc.
Maine Revenue Services
Maryland Office of the Comptroller
Massachusetts Dept of Revenue
Michigan Dept of Treasury
Minnesota Dept of Revenue
Mississippi Department of Revenue
Mississippi State Tax Commission
Missouri Dept of Revenue
Montana Dept of Revenue
Nebraska Dept of Revenue
Norfolk County
Nevada Dept of Taxation
New Hampshire Dept of Revenue Admin
New Jersey Dept of the Treasury
New York Dept. of Finance
New York State Dept. of Taxation and Finance
North Carolina Dept of Revenue
North Dakota Office of the State Tax Commissioner
Office of the Illinois Secretary of State
Office of the Sec. of State of Colorado
Office of the Sec. of State of Delaware
Office of the Sec. of State of Georgia
Office of the Sec. of State of Indiana
Office of the Sec. of State of Iowa
Office of the Sec. of State of Kansas
Office of the Sec. of State of Kentucky
Office of the Sec. of State of Maryland
Office of the Sec. of State of Michigan
Ohio Dept of Taxation
Oklahoma Tax Commission
Oregon Dept of Revenue
Pennsylvania Department of Revenue
Pierce County Assessor-Treasurer
Rhode Island Division of Taxation
San Bernadino County
South Carolina Dept of Revenue
South Dakota Dept of Revenue
State of Mississippi Dept of Revenue
State of Rhode Island Div of Taxation
Taxation & Revenue of New Mexico
Tennessee Dept of Revenue
Texas Comptroller of Public Accounts
Tulare County Treasurer Tax Collector
Utah State Tax Commission
Vermont Dept of Taxes
Virginia Dept of Taxation

Corona Clipper Company
Crossmar Texas
Dewitt Company
Down to Earth Distributors Inc.
Environmental Science U.S. Inc
Espoma Company
Excel
FedEx Parcel
Founders Series of Lockton LLC
Four Star Homes, LLC
Grow More Inc.
Hortgrow Solutions LLC
Hydrodynamics Intl Inc.
Jonathan Green Inc.
Lawn and Garden Products
Lebanon Seaboard Corporation
Liberty Property
Logistics Sixteen, LLC
Luke, LLC (Shanendoah)
Luster Leaf Products Inc.
Marshall Home Corporation
Massarellis
Master Plant Prod Inc.
Michigan Peat, LLC
Mountain View Seeds Ltd.
Netafim Irrigation, Inc
OHP, Inc.
Oldcastle Lawn & Garden
Pacific Home & Garden
Panacea Products
PDL Pottery
Penn Pak
Piper Sandler & Co.
Premier Horticulture Inc.
Profile Products LLC
Radians
Real Art & Gift
Ryder Transportation Services
Scotts Retail Soils
Sterling International
Washington Dept of Revenue
Washington State Dept of Revenue
West Viriginia State Tax Dept
Wisconsin Dept of Revenue
Wyoming Dept of Revenue

Top 30 Unsecured Creditors
BASF Agricultural Solutions US LLC
Berry Global, Inc.
C.H. Robinson
Caesars Enterprise Services, LLC
Coles Wild Bird Products Co
Conley's Mfg & Sales
DAB Pumps, Inc.
Dramm
Hawthorne Hydroponics LLC
Hyplast NV
ICL/Specialty Fertilizers
J.R. Peters, Inc.
Kelly Seed Company, Inc.
Lambert Peat Moss Inc
Liberty Property Limited Partnership
Lumite, Inc.
Mountain View
Nursery Supplies Inc.
Palram Americas, Inc.
PREMIER TECH Growers & Consumers Inc.
Redi-Gro Corporation
Roxul USA Inc.
Royal Gold LLC
SBM Life Science Corp.
Sun Gro Horticulture Inc.
Syngenta Crop Protect
The HC Companies Inc.
The Scotts Company
Therma-Stor LLC
United Compost & Organics, Inc. (dba FoxFarm Soil & Fertilizer)

Bankruptcy Judges
Chief Judge Karen B. Owens
Judge Brenden L. Shannon
Judge Craig T. Goldblatt
Judge J. Kate Stickles
Judge Laurie Selber Silverstein
Judge Mary F. Walrath

Straight Forwarding, Inc.
Summit Financial Resources
T.O. Plastics
Voluntary Purchasing Group

Members of the U.S. Trustee's Office
Andrew R. Vara
Benjamin Hackman
Christine Green
Denis Cooke
Diane Giordano
Dion Wynn
Edith A. Serrano
Elizabeth Thomas
Fang Bu
Hannah M. McCollum
Holly Dice
James R. O'Malley
Jane Leamy
Jonathen Lipshie
Jonathen Nyaku
Joseph Cudia
Joseph McMahon
Juliet Sarkessian
Lauren Attix
Linda Casey
Linda Richenderfer
Michael Panacio
Nyanquioi Jones
Ramona Harris
Richard Schepacarter
Rosa Sierra-Fox
Shakima L. Dortch

Judge Thomas M. Horan

Courtroom Deputies
Al Lugano
Amanda Hrycak
Cacia Batts
Claire Brady
Danielle Gadson
Demitra Yeager
Jill Walker
Laura Haney
Laurie Capp
Lora Johnson
Marquietta Lopez
Nickita Barksdale
Nikki Washington
Paula Subda
Rachel Bello
Stephen L. Grant
Xavier Hunt

Material Contract Counterparties
American Express
Avalara
Bayer
Gro Group
Grodan
Infor
Livingston International, Inc.
Reliance Trust
SB360 Capital Partners, LLC
Tiger Capital Group, LLC
TSYS

Potential M&A Parties
[Redacted]
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[Redacted]
[Redacted]
[Redacted]

EXHIBIT 2

Potential Connections/Related Parties

NAME	RELATIONSHIP
N/A	N/A

EXHIBIT 3

Engagement Agreement

Reflect Advisors LLC
609 Bowling Avenue
Nashville, TN
37215
T: 949.416.1163
reflectadvisors.com

PRIVATE & CONFIDENTIAL

July 22, 2026

BFG Supply Co., LLC
4660 E Paris Avenue SE
Grand Rapids, MI 49512

Re: BFG Supply Co., LLC together with certain of its subsidiaries and affiliates (collectively, the "Company")

Dear Sirs/Mesdames:

1. Introduction

This letter (this "Engagement Letter," and the engagement for Services (as defined below) hereunder, this "Engagement") confirms that Reflect Advisors LLC ("Reflect" or "us") has been retained by the Company to provide interim management services to the Company and that Adam Zalev, Managing Director of Reflect, has been retained to serve as Chief Restructuring Officer ("CRO") to the Company.

2. Scope of Services

The Company hereby engages Reflect, and Reflect hereby agrees, to provide interim management services to the Company. This Engagement will be led by Mr. Zalev, who will serve as CRO of the Company upon appointment to such position by each of the applicable governing authorities of each of the entities comprising the Company, and until this Agreement is terminated, with support, as required, to be provided by other Reflect personnel. Reflect and its personnel are collectively referred to as the "Engagement Personnel."

The Engagement Personnel shall be responsible, in coordination with management and the Company's other advisors, in each case, as may be directed by the Company, for the following duties (the "Services"):

- Providing interim management and leadership functions in connection with all of the Company's operations, including but not limited to overseeing accounting and treasury functions, and reporting directly to the Company's governing authorities;

- Assisting management with respect to day-to-day aspects of the management and operations of the Company's business;

- Assisting with and representing the Company in any negotiations with key stakeholders and their professional constituencies, including vendors and customers, as appropriate;

- Providing advice, assistance and oversight to the Company in respect of the development of its short-term cash flow and financial forecasting and presenting such forecasts, together with supporting schedules and information to the Company's stakeholders;

- Assisting the Company to consider its strategic and restructuring alternatives and, as appropriate, to implement such strategies as duly determined by the applicable governing authority;

- If advisable, taking all actions and performing all duties in respect of providing assistance to the Company and its legal advisors in respect of the Company's preparation for a filing pursuant to Chapter 11 of the *U.S. Bankruptcy Code* (the "Bankruptcy Proceedings"); and

- Any other services as agreed upon between Reflect, the Company and its applicable governing body.

During the performance of this Agreement, Reflect shall be an independent contractor and not an agent or employee of the Company, and this Agreement is not intended to and will not operate to make any member of Reflect (including Engagement Personnel) an employee of the Company for any purpose.

Unless as amended pursuant to a court order, Reflect shall report to and operate under the direction of governing authorities.

3. **Information Provided by Company and Forward-Looking Statements**

The Company shall:

- Provide Reflect with access to management and other representatives of the Company;
- Furnish all data, material and other information concerning the business, assets, liabilities, operations, cash flows, properties, financial condition and prospects of the Company that Reflect reasonably requests in connection with the Services to be provided to the Company. Reflect shall rely, without further independent verification, on the accuracy and completeness of all publicly available information and information that is furnished by or on behalf of the Company and otherwise reviewed by Reflect in connection with the Services to be performed for the Company. The Company acknowledges and agrees that Reflect is not responsible for the accuracy or completeness of such information and shall not be responsible for any inaccuracies or omissions therein. Reflect is under no obligation to update data submitted to it or to review any other areas unless specifically requested to do so; and
- Disclose to Reflect any actual or threatened litigation in respect of or in connection with the Company. The Company shall disclose such information immediately upon execution of this Agreement and thereafter, shall continue to advise Reflect of any changes therewith. This disclosure shall be considered a *material fact* pursuant to Section 11 below.

The Company understands that the Services to be rendered by Reflect may include the review and preparation of projections and other forward-looking statements, and numerous factors can affect the actual results of the Company's operations, which may materially and adversely differ from those projections. In addition, Reflect will be relying on information provided by the Company and other professionals engaged by the Company in the preparation and review of those projections and other forward-looking statements.

4. **Limitation of Duties**

Reflect does not make any representations or guarantees that, among other things:

- An appropriate strategic alternative or restructuring can be formulated for the Company;
- Any strategic alternative or restructuring proposal presented to the Company's management will be more successful than all other possible restructuring proposals or strategic alternatives;
- Any strategic alternative or restructuring is the best course of action for the Company; and
- If formulated, any proposed strategic alternative or restructuring plan will be accepted by any of the Company's creditors, shareholders and other constituents.

Further, Reflect will not assume any responsibility for the Company's decision to pursue, or not pursue, any business strategy, or to effect, or not to effect, any transaction.

5. **Fees**

Hourly Fees and Expenses. Mr. Zalev, as the CRO, will be responsible for the overall Engagement and will solicit assistance from any Engagement Personnel, as appropriate and needed.

Fees incurred in connection with this Engagement ("Fees"), payable solely by the Company, will be based upon the time incurred providing the Services, multiplied by our standard hourly rates (the "Standard Hourly Rates"), summarized as follows:

	Per Hour USD$
Managing Director	$625 - $660
Senior Director	$550 - $585
Director	$500 - $535
Associate/Senior Associate	$400 - $495

Hourly rates may be revised annually, typically on January 1st. We do not provide any assurance regarding the outcome of our work, and our Fees will not be contingent on the results of such work.

Notwithstanding the foregoing, Reflect shall provide a discount equal to 25% of the Standard Hourly Rates for the first two full weeks of the Engagement commencing on the date this Engagement Letter is executed.

In addition to the Fees outlined above, Reflect will bill for reasonable and documented direct out-of-pocket expenses that are incurred in connection with the performance of the Services under this Engagement. Direct expenses ("Expenses") include reasonable and customary out-of-pocket expenses such as certain telephone, overnight mail, messenger, travel, meals, accommodations and other expenses specifically related to this Engagement, together with a customary administrative fee.

Our fees will be invoiced weekly and payment of such fees will be due upon presentation of our invoice. Reflect shall provide any reasonable documentation in support of any Invoice, at the request of the Company. To the extent any invoice is not paid promptly, Reflect reserves the right to discontinue its services to the Company upon written notice of its intention to do so.

Retainer. Reflect will require a retainer in the amount of $250,000 payable upon the Execution of this Engagement Contract. The Retainer shall not take the place of Reflect's on-going weekly billing to the Company. The Retainer shall be credited against any amounts due and owing to Reflect at the successful conclusion or other termination of this Engagement. Any portion of the Retainer remaining after being credited against the fees owed hereunder will be returned to the Company. Should it become necessary to commence Bankruptcy Proceedings, Reflect may request, and the Company hereby agrees,

to increase the Retainer to an amount deemed appropriate in the circumstances, with the mutual agreement of the Company.

Proceeding Fees. If Reflect or its employees or partners are required to testify or provide evidence at or in connection with any judicial or administrative proceeding relating to this Engagement, Reflect will be compensated at its Standard Hourly Rates and reimbursed for reasonable and documented allocated and direct out-of-pocket Expenses (including reasonable counsel fees) with respect thereto.

6. Terms and Conditions

The attached Standard Terms and Conditions set forth the duties of each party hereto with respect to this Engagement. Further, this Engagement Letter and the attached Standard Terms and Conditions comprise the entire agreement for the provision of the Services to the exclusion of any other express or implied terms, whether expressed orally or in writing, including any conditions, warranties and representations, and shall supersede all previous proposals, letters of engagement, undertakings, agreements, understandings, correspondence and other communications, whether written or oral, regarding the Services.

7. No Audit

The Company acknowledges and agrees that Reflect is not being requested to perform an audit, review or compilation or any other type of financial statement reporting engagement that is subject to the rules of the American Institute of Certified Public Accountants (AICPA), U.S. Securities and Exchange Commission (SEC) or other state or national professional or regulatory body.

8. No Third-Party Beneficiary

The Company acknowledges that all advice (written or oral) provided by Reflect to the Company in connection with this Agreement is intended solely for the benefit and use of the Company (limited to its management and directors) in considering the matters to which this Agreement relates. The Company may choose to reproduce, disseminate, quote or refer to such information as it wishes, in its sole and absolute discretion; *provided* that in no event may such information be attributed to Reflect. The Company may communicate any information concerning the services of Reflect and the advice provided by Reflect to the lenders and noteholders, and their counsel and other advisors.

9. Conflicts of Interest

Reflect is an independent firm that has several clients and engagements, some of which will be active during the rendering of Services by the Engagement Personnel in connection with this Engagement. Reflect is not currently aware of any relationship that would create a conflict of interest with the Company or those parties-in-interest of which you have made us aware. Reflect shall have an ongoing obligation to promptly disclose to the Company any actual or potential conflict of interest that arises during the term of this Engagement. If a material conflict arises and cannot be waived by the Company,

the Company may require Reflect to take appropriate remedial steps, including the substitution of Engagement Personnel.

10. Indemnification / Limitation of Liability / D&O Insurance / Insolvency Proceedings

Reflect shall incur no liability for any acts or omissions of its partners, affiliates or employees related to the performance or non-performance with respect to the Services to be performed under this Engagement consistent with "Scope of Services" noted in Section 2 above; *provided* that such actions or omissions are not carried out in a manner that is dishonest or grossly negligent and/or Reflect has not engaged in bad faith, willful misconduct or fraud.

The Company shall indemnify Reflect, Mr. Zalev and each of the Engagement Personnel (the "Indemnified Professionals") to the same extent as the most favorable indemnification that the Company extends to its officers or directors, whether under the Company's organizational documents, by contract or otherwise, and no reduction or termination in any of the benefits provided under any such indemnities shall affect the benefits provided to the Indemnified Professionals. Other than the foregoing, the provisions in respect of indemnification contained in the attached Standard Terms and Conditions shall prevail.

The Indemnified Professionals shall be covered as officers under the Company's existing director and officer liability insurance policy. As a condition of Reflect accepting this Engagement, a Certificate of Insurance evidencing such coverage shall be furnished to Reflect prior to the effective date of this Agreement. The Company shall give thirty (30) days' prior written notice to Reflect of any cancelation, non-renewal or material change in coverage, scope or amount of such director and officer liability policy. The Company shall also maintain such insurance coverage for the Indemnified Professionals for the same period of time as applies to the Company's officers and directors. To the extent that the Company's existing director and officer policy is not renewed or is canceled, the Company agrees to purchase tail coverage for a period reasonably acceptable to Reflect. In addition, the Company agrees to purchase on behalf of Mr. Zalev a 'Side A' insurance policy in the amount of $5,000,000 which policy shall not be cancelled and shall be kept in good standing by the Company at all times. The Company agrees to furnish Mr. Zalev and Reflect with all documentation reasonably requested in connection therewith. The provisions of this Section are in the nature of contractual obligations, and no change in applicable law or the Company's organizational documents or policies shall affect the Indemnified Professionals' rights hereunder.

In the event that the Company initiates a bankruptcy, insolvency or creditor enforcement proceeding (an "Insolvency Proceeding") under the U.S. Bankruptcy Code or otherwise, the Company shall seek and obtain the approval of the court of the retention of Mr. Zalev, on behalf of Reflect, as the CRO of the Company, in its initial application for an Insolvency Proceeding, on terms reasonably acceptable to Reflect, and shall seek the court's approval of this Agreement (including, without limitation, the payment of Reflect's fees and expenses and the provision of indemnification to Reflect under this Section 10), failing which Reflect may suspend, terminate or discontinue its Engagement on behalf of the Company. The Company agrees that, in any such proceeding, Reflect's fees and expenses and

any indemnification obligations of the Company to Reflect hereunder shall constitute administrative expense claims with priority over general unsecured claims.

11. Termination

Reflect normally does not withdraw from an engagement unless the Company misrepresents or fails to disclose material facts, fails to pay fees or expenses unless such amounts not paid are subject further discussions as disputed amounts as set forth herein or makes it unethical or unreasonably difficult for Reflect to continue performance of this Engagement or other just cause exists. In the event that Reflect intends to withdraw from this Engagement without cause, it shall provide thirty (30) days' written notice to the Company.

On termination of this Agreement, any Fees and Expenses due to Reflect for Services provided up to, and including, the effective date of termination shall be remitted promptly by the Company (including Fees and Expenses that accrued prior to, but invoiced subsequent to, the effective date of termination).

In the event of termination, Reflect shall cooperate and provide transitional services to any new and/or replacement advisors engaged by the Company in accordance with Reflect's professional and ethical standards.

Other than the foregoing, the provisions in respect of termination contained in the attached standard terms and conditions shall prevail; *provided* that Section 6.1 of the Standard Terms and Conditions is hereby amended such that Reflect may not terminate this Agreement except as expressly provided in this Section 11.

12. Acknowledgment and Acceptance

Please acknowledge acceptance of the terms of this Agreement by signing both the confirmation below and the attached Standard Terms and Conditions and returning a copy to the above addresses.

13. Miscellaneous

The headings and titles in this Agreement are included to make it easier to read but do not form a part of this Agreement.

[*Remainder of Page Left Intentionally Blank*]

If you have any questions regarding this Engagement Letter or the attached Standard Terms and Conditions, please do not hesitate to contact us.

Yours faithfully,

REFLECT ADVISORS LLC

By: _____
Name: Adam Zalev
Title: Managing Director

Confirmation of Terms of Engagement

We agree to engage Reflect Advisors LLC upon the terms set forth herein and in the attached Standard Terms and Conditions.

BFG SUPPLY CO., LLC

By: DocuSigned by:
95ACF578458A4F8...

Date: 7/22/2026

REFLECT ADVISORS LLC

STANDARD TERMS AND CONDITIONS

The following are the Standard Terms and Conditions on which Reflect Advisors LLC ("Reflect," "we" or "us") will provide the Services to the Company (as defined in the Engagement Letter, and referred to as "you" herein) set forth within the letter (the "Engagement Letter") to which these Standard Terms and Conditions are attached. The Engagement Letter and these Standard Terms and Conditions (collectively, this "Agreement") form the entire agreement between the parties relating to the Services and replace and supersede any previous proposals, letters of engagement, undertakings, agreements, understandings, correspondence and other communications, whether written or oral, regarding the Services. The headings and titles in this Agreement are included to make it easier to read but do not form a part of this Agreement. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Engagement Letter.

1. Reports and Advice

1.1 **Use and purpose of advice and reports** – Any advice given or report issued by us is provided solely for the use and benefit of you and only in connection with the purpose in respect of which the Services are provided. Unless required by law, you shall not provide any advice given or report issued by us to any third party unless express permission has been granted under the terms of this Agreement or otherwise, or refer to us or the Services, without our prior written consent. In no event, regardless of whether consent has been provided, shall we assume any responsibility to any third party to which any advice or report is disclosed or otherwise made available.

2. Information and Assistance

2.1 **Provision of information and assistance** – Our performance of the Services is dependent upon you providing us with such information and assistance as we may reasonably require from time to time.

2.2 **Punctual and accurate information** – You shall use reasonable skill, care and attention to ensure that all information that we may reasonably require is provided on a timely basis and is accurate, complete and relevant for the purpose for which it is required. You shall also notify us if you subsequently learn that the information provided is incorrect, inaccurate or otherwise should not be relied upon.

2.3 **No assurance on financial data** – While our work may include an analysis of financial and accounting data, the Services will not include an audit, compilation or review of any kind of any financial statements or components thereof. Company management will be responsible for any and all financial information that they provide to us during the course of this Engagement, and we will not examine or compile or verify any such financial information. Moreover, the circumstances of this Engagement may cause our advice to be limited in certain respects based upon, among other

matters, the extent of sufficient and available data and the opportunity for supporting investigations in the time period. Accordingly, as part of this Engagement, we will not express any opinion or other form of assurance on financial statements of the Company.

3. **Prospective financial information -** In the event that the Services involve prospective financial information, our work will not constitute an examination or compilation, or apply agreed-upon procedures, in accordance with standards established by the American Institute of Certified Public Accountants (AICPA) or otherwise, and we will express no assurance of any kind on such information. There will usually be differences between estimated and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. We will take no responsibility for the achievability of results or events projected or anticipated by the management of the Company.

4. **Responsibility for other parties -** We shall have no responsibility for the work and fees of any other party engaged by you to provide services in connection with this Engagement regardless of whether such party was introduced to you by us. Except as provided in this Agreement, we shall not be responsible for providing or reviewing the advice or services of any such third party, including advice as to legal, regulatory, accounting or taxation matters.

5. **Confidentiality**

5.1 **Restrictions on confidential information –** All parties agree that any confidential information received from any other party shall only be used for the purposes of providing or receiving Services under this Agreement or any other contract among us. Except as provided in the Agreement, no party will disclose another party's confidential information to any third party without the disclosing party's prior written consent. Confidential information shall not include information that:

5.1.1 is or becomes generally available to the public other than as a result of a breach of an obligation under this Section 5.1;

5.1.2 is acquired from a third party who, to the recipient party's knowledge (after reasonable inquiry), owes no obligation of confidence in respect of the information; or

5.1.3 is or has been independently developed by the recipient without reference to confidential information.

For greater certainty, nothing in this Section 5.1 is intended to nor shall it create rights in favor of the Company or any other party regarding any confidential information of the Company or otherwise against you, Reflect or any other party.

5.2 **Disclosing confidential information –** Notwithstanding Section 5.1 above, any party will be entitled to disclose confidential information of the other to a third party to the extent that this is required by valid legal process; *provided* that (and without breaching any legal or regulatory

requirement) not less than two (2) business days' notice in writing is first given to the disclosing party.

5.3 **Citation of engagement –** Without prejudice to Section 5.1 and Section 5.2 above, to the extent this Engagement is or becomes known to the public, we may cite the performance of the Services to our clients and prospective clients as an indication of our experience, only with the prior written consent of the Company.

5.4 **Internal quality reviews -** Notwithstanding the above, we may disclose any information referred to in this Section 5 to any other Reflect entity or use it for internal quality reviews.

5.5 **Maintenance of workpapers –** Notwithstanding the above, we may keep one archival set of our working papers from this Engagement, including working papers containing or reflecting confidential information, in accordance with our internal policies.

6. Termination

6.1 **Termination of Engagement with notice** – The termination provisions in respect of this Engagement are contained in Section 11 of the Engagement Letter. Upon receipt of such notice of termination, we will stop all work immediately. The Company will be responsible for all fees and expenses incurred by us through the date termination notice is received.

6.2 **Continuation of terms** – The terms of this Engagement that by their context are intended to be performed after termination or expiration of this Agreement, including but not limited to, Sections 3 and 4 of the Engagement Letter and Sections 1.1, 5, 7 and 8 of these Standard Terms and Conditions, are intended to survive such termination or expiration and shall continue to bind all parties.

7. Indemnification and Liability Limitation; Waiver of Jury Trial

7.1 **Indemnification** – The Company agrees to indemnify and hold harmless Reflect and any of its subsidiaries and affiliates, officers, directors, principals, shareholders, agents, independent contractors and employees (collectively "Indemnified Persons") from and against any and all claims, liabilities, damages, obligations, costs and expenses (including reasonable attorneys' fees and expenses and costs of investigation) arising out of or relating to your retention of Reflect, the execution and delivery of this Agreement, the provision of Services or other matters relating to or arising from this Agreement, except to the extent that any such claim, liability, obligation, damage, cost or expense shall have been determined by final non-appealable order of a court of competent jurisdiction to have resulted from the bad faith, gross negligence, willful misconduct or fraud of the Indemnified Person or Indemnified Persons in respect of whom such liability is asserted.

7.2 **Limitation of liability –** The Company agrees that no Indemnified Person shall have any liability as a result of your retention of Reflect, the execution and delivery of this Agreement, the provision

of Services or other matters relating to or arising from this Agreement, other than liabilities that shall have been determined by final non-appealable order of a court of competent jurisdiction to have resulted from the bad faith, gross negligence, willful misconduct or fraud of the Indemnified Person or Indemnified Persons in respect of whom such liability is asserted. Without limiting the generality of the foregoing, in no event shall any Indemnified Person be liable for consequential, indirect or punitive damages, damages for lost profits or opportunities or other like damages or claims of any kind.

7.3 **WAIVER OF JURY TRIAL –** TO FACILITATE JUDICIAL RESOLUTION AND SAVE TIME AND EXPENSE, YOU AND REFLECT IRREVOCABLY AND UNCONDITIONALLY AGREE NOT TO DEMAND A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE SERVICES OR ANY SUCH OTHER MATTER.

8. Governing Law and Jurisdiction – This Agreement shall be governed by and interpreted in accordance with the laws of the United States of America and the State of Delaware, without giving effect to the choice of law provisions thereof to the extent that the application of the laws of another jurisdiction would be required thereby. The courts of the State of Delaware shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Agreement and any matter arising from it. The parties submit to the jurisdiction of such courts and irrevocably waive any right they may have to object to any action being brought in these courts, to claim that the action has been brought in an inconvenient forum or to claim that those courts do not have jurisdiction.

This is Exhibit “L” referred to in the affidavit of Adam Zalev, sworn September 11, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was 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: Natalie Levine
Law Society of Ontario Number: 64908K

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 ADAM ZALEV
(sworn August 19, 2026)

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AFFIDAVIT OF ADAM ZALEV
(sworn August 19, 2026)

I, Adam Zalev, of the City of Nashville, in the state of Tennessee, MAKE OATH AND SAY:

1. I am the Founding Member and Managing Director of Reflect Advisors LLC ("**Reflect**") and currently serve as the Chief Restructuring Officer ("**CRO**") of the Debtors[1]. I was appointed as CRO on July 22, 2026.

2. Prior to founding Reflect in 2023, I was a Senior Managing Director of FTI Consulting, Inc. for six years. Prior to that, I was at Alvarez & Marsal ULC for nine years where I held progressively more senior roles, including that of Managing Director. Reflect is a boutique financial advisory and restructuring firm whose professionals have been involved in numerous formal and informal restructuring mandates in both the United States and Canada, including many in the retail and wholesale distribution industries. During my career, I have had extensive experience in numerous cross-border restructuring proceedings including consumer, wholesale distribution and retail restructurings where U.S. corporate owners controlled Canadian operating subsidiaries and/or restructuring consultants were retained to conduct going-out-of-business and other liquidation sales. My personal, recent consumer products and wholesale distribution restructuring experience includes, but is not limited to, cases such as Simply Interior Homes, American Signature, The Hudson's Bay Company (Canada), Bed Bath & Beyond, Christmas Tree Shops, Old Time Pottery, Toys R Us, Sears, Target Canada, Ben Moss Jewelers, and others.

3. Since commencing its engagement, and in accordance with its engagement letter, Reflect has provided interim management services to the Debtors. Reflect has also worked closely with

[1] The "**Debtors**" include BFG Supply Co., LLC ("**BFG Supply**"); Bamboo Purchaser, Inc.; BFG Purchaser Parent, Inc. ("**BFG Parent**"); BFG Supply Holdings, Inc.; BFG Holdings I, Inc.; BFG Supply Canada Holdings, Inc.; BFG Kalamazoo, LLC; BFG Logistics, LLC; L&L Nursery Supply, Inc.; Gard'N-Wise Distributors, Inc.; International Greenhouse Contractors, LLC ("**International Greenhouse Contractors**"); Greenhouse Solutions, LLC; Greenhouse Contracting Services, LLC; Green-Tek, LLC; GROSouth, Inc.; BFG VG Supply Acquisition, LLC; and De Cloet Greenhouse Mfg. Ltd. (the "**Canadian Debtor**").

the Debtors' management team and other key employees of the Debtors, including in the finance, operations and human resources departments, to understand the Debtors' cash flows and operations, evaluate restructuring options, and prepare for these Restructuring Proceedings (as defined below). Since my appointment as CRO, the Reflect team and I have conducted an intensive review of the Debtors' businesses, finances, and operational situation to become familiar with the matters described herein.

4. In preparing this Affidavit, I have consulted with legal, financial and other advisors to the Debtors and other members of the management team of the Debtors. I have knowledge of the matters contained in this Affidavit. Where I do not possess such personal knowledge, I have stated the source of my information and, in all such cases, believe the information to be true. The Debtors do not waive or intend to waive any applicable privilege by any statement herein.

5. Beginning on August 18, 2026 (the "**Petition Date**"), the Debtors filed voluntary petitions for relief (the "**Petitions**") in the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**") pursuant to chapter 11 of title 11 of the United States Code (the "**U.S. Bankruptcy Code**"). The cases commenced by the Debtors in the U.S. Bankruptcy Court are referred to herein as the "**Chapter 11 Cases**" and, together with the Canadian proceeding, are referred to as the "**Restructuring Proceedings**." A copy of the Chapter 11 petition for the Canadian Debtor is attached hereto as **Exhibit "A"**.

6. The Debtors have filed, or will file, certain first day motions (the "**First Day Motions**") in the Chapter 11 Cases seeking various relief from the U.S. Bankruptcy Court, including administrative orders necessary to continue the Debtors' business operations in the ordinary course, and the entry of an order (the "**Foreign Representative Order**") authorizing the Canadian Debtor to act as the foreign representative in respect of the Chapter 11 Cases (in such capacity,

the "**Foreign Representative**"). A hearing in respect of the First Day Motions (the "**First Day Hearing**") is expected to be held by the U.S. Bankruptcy Court on August 20, 2026. If the U.S. Bankruptcy Court grants the requested orders (the "**First Day Orders**"), including the Foreign Representative Order, at the First Day Hearing, the orders are expected to be available shortly thereafter.

7. This affidavit is sworn in support of an application made by the Canadian Debtor, in its capacity as the proposed Foreign Representative, for an order (the "**Interim Stay Order**") pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the "**CCAA**") and Section 106 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, among other things, granting a stay of proceedings (the "**Interim Stay**") in respect of the Canadian Debtor and its directors and officers.

8. Should the Foreign Representative Order be issued by the U.S. Bankruptcy Court, the Foreign Representative will return to this Court to seek:

(a) an order (the "**Initial Recognition Order**"), among other things:

(i) recognizing the Canadian Debtor as the Foreign Representative in respect of the Chapter 11 Cases; and

(ii) recognizing the Chapter 11 Case of the Canadian Debtor as a "foreign main proceeding" in respect of the Canadian Debtor; and

(b) an order (the "**Supplemental Order**"), among other things:

(i) recognizing certain First Day Orders issued by the U.S. Bankruptcy Court in the Chapter 11 Cases;

(ii) granting a stay of proceedings in respect of the Canadian Debtor and its directors and officers;

(iii) appointing AlixPartners Restructuring, Inc. ("**AlixPartners**") as information officer in respect of this proceeding (in such capacity, the "**Information Officer**");

(iv) granting a Court-ordered charge (the "**Administration Charge**") over the assets and property of the Canadian Debtor (the "**Property**") in Canada in favour of Canadian counsel to the Canadian Debtor, the Information Officer and counsel to the Information Officer;

(v) granting a Court-ordered charge (the "**D&O Charge**") over the Property in Canada to secure the indemnity obligations of the Canadian Debtor to its directors and officers in respect of obligations and liabilities that such directors and officers (including de facto directors and officers) may incur during these proceedings in their capacity as directors and officers; and

(vi) granting a Court-ordered charge (the "**DIP Lender's Charge**") over the Property in Canada to secure the obligations of the Canadian Debtor under the DIP Facility (as defined below).

9. In support of the First Day Motions, I submitted a declaration (the "**First Day Declaration**") to the U.S. Bankruptcy Court, a copy of which (without exhibits) is attached hereto as **Exhibit "B"**. The First Day Declaration provides a comprehensive overview of the Debtors and the events leading up to the commencement of the Chapter 11 Cases. As such, this affidavit provides (i) a

general overview, (ii) information about the operations of the Canadian Debtor and (iii) additional support for the proposed Foreign Representative's request for the Interim Stay Order.

I. BACKGROUND

10. The Debtors operate one of North America's leading wholesale distribution platforms serving the professional green industry. Over more than five decades, the business has evolved from a regional horticultural supplier into a diversified distributor of lawn and garden products, greenhouse supplies, nursery products, controlled-environment agriculture products, greenhouse structures, and related horticultural equipment. Through a combination of organic growth and strategic acquisitions, the Debtors have assembled an integrated business-to-business distribution platform that connects a highly fragmented supplier base with thousands of commercial customers throughout the United States and Canada.

11. The Debtors maintain their principal offices and historical operating presence in Burton, Ohio. The Debtors' wholesale distribution services originate out of a network of seventeen warehouse facilities strategically located across the United States, serving customers across the United States and Canada. The Debtors also operate out of a greenhouse manufacturing facility in Simcoe, Ontario (the "**Canadian Facility**") and a customer showroom in Marietta, Georgia.

12. The Canadian Debtor was acquired by the Debtors in 2021. Through the Canadian Debtor, the Debtors provide made-to-order commercial greenhouse structures and systems. The Canadian Debtor is reliant on the Debtors for providing certain intercompany services necessary to operate and manage the Canadian operations, including shared financial planning, strategic decision-making, management of consumer-facing web portals, management of insurance policies, information technology services and sales and marketing through the Debtors' sales representatives, to procure sales for the Canadian Debtor's products and services. The Canadian

Debtor is also a borrower and/or guarantor (as applicable) of the Debtors' funded debt obligations. A copy of the organizational chart of the Debtors is attached hereto as **Exhibit "C"**.

13. As described below, the Restructuring Proceedings were precipitated by a combination of factors that have compounded over the last two years to create a downward liquidity spiral.

14. The Debtors intend to use the Restructuring Proceedings to maximize value through three complementary and concurrent workstreams: (i) a court-supervised marketing and sale process for some or all of the Debtors' assets on a going-concern basis; (ii) an orderly monetization and liquidation of the Debtors' personal property; and (iii) a real estate disposition program with respect to the Debtors' owned real property and non-residential real property leases.

15. At this time, the Canadian Debtor is seeking the proposed Interim Stay Order to preserve stability for its business. If granted, the proposed Interim Stay Order will provide a stay in Canada in favour of the Canadian Debtor, and, in doing so, give effect in Canada to the stay of proceedings in the Chapter 11 Cases to, among other things, prevent creditors from seeking to enforce against the Canadian Debtor's property and business in Canada and minimize any disruptions to the Canadian Debtor's business in the days immediately following the commencement of the Chapter 11 Cases.

16. If the Foreign Representative Order is granted by the U.S. Bankruptcy Court, the Canadian Debtor, in its capacity as Foreign Representative, intends to return to this Court to seek the Initial Recognition Order and the Supplemental Order, giving full force and effect to the orders of the U.S. Bankruptcy Court, if granted.

17. I am not aware of any foreign proceeding (as defined in subsection 45(1) of the CCAA) in respect of the Canadian Debtor other than its Chapter 11 Case.

18. Capitalized terms used and not defined in this affidavit have the meanings given to them in the First Day Declaration.

19. Unless otherwise indicated, dollar amounts referenced in this affidavit are references to United States dollars.

II. OVERVIEW OF THE DEBTORS

A. Corporate History

20. The Debtors trace their origins to the early 1970s, when their predecessor entity began operations as a regional distributor for the horticulture industry. Since inception, through a combination of organic and inorganic growth spurred by acquisitions, the Debtors have expanded from a local distributor into a diversified North American platform serving customers located throughout the United States and Canada. This expansion was primarily facilitated by strategic acquisitions, done with a view to expanding or complementing pre-existing branches of the Debtors' operations, as well as adding specialized manufacturing, greenhouse or technical capabilities.

21. In 2021, the Debtors expanded the scope of their operations in Canada through the acquisition of the Canadian Debtor. Since its acquisition, the Canadian Debtor has been interwoven into the Debtors' enterprise, in support of the Debtors' broader North American distribution platform and to expand the geographical scope of products and services available to the Debtors' customers, including facilitating cross-selling across the Debtors' various business lines.

B. The Debtors' Business Operations

(i) Overview

22. The Debtors are a collection of complementary businesses, operating as a commercial enterprise to offer a shared customer base a broad suite of green industry-focused products and services.

23. The Debtors' business primarily operates as a leading North American wholesale distribution platform, serving as a critical intermediary in the horticulture and lawn and garden sectors of the green industry. Leveraging its national purchasing power, regional distribution capabilities, technical product expertise, inventory management, logistics coordination, vendor-direct fulfillment, and customer support services, the Debtors contract with over 1,100 suppliers to offer over 100,000 different products to its customer base of commercial businesses spread across the United States and Canada. Product sales are generated through two principal fulfillment channels: (i) through the Debtors' warehouse platform; and (ii) through vendor-direct fulfilment arrangements coordinated by the Debtors.

24. The Debtors operate several specialized businesses that complement the distribution platform. These include greenhouse manufacturing (including through the Canadian Debtor), greenhouse construction, installation services, and related horticultural support operations. These specialized businesses allow the Debtors to offer their customer base a broad suite of services and products from a unified enterprise. The Debtors also operate "Greenhouse Megastore", an eCommerce platform acquired by the Debtors in 2021 that expanded the enterprise's reach into direct-to-customer and online sales channels for greenhouse products and horticultural supplies.

25. The Debtors function as a single commercial enterprise through common senior management, a centralized cash management system, coordinated purchasing, shared logistics

and certain centralized administrative functions. However, certain of the subsidiaries retain distinct operational processes, legacy systems, and customer relationships. As discussed below, the incomplete integration of these businesses contributed to the Debtors' elevated cost structure and inability to capture anticipated acquisition synergies.

(ii) The Canadian Debtor

26. The Canadian Debtor was formed by amalgamation under the Ontario *Business Corporations Act* (the "**OBCA**") and has its registered office in Simcoe, Ontario.[2] The Canadian Debtor is a wholly owned subsidiary of BFG Supply Canada Holdings, Inc., a Delaware corporation that is an indirectly wholly-owned subsidiary of BFG Parent.[3] A copy of the Ontario corporate profile report for the Canadian Debtor dated August 17, 2026 is attached hereto as **Exhibit "D"**.

27. The Canadian Debtor maintains a limited management team at the Canadian Facility but is managed from a strategic perspective on a consolidated basis with the other Debtors and remains subject to the direct supervision and decision making of the management team located in the United States and the CRO. The Canadian Debtor also relies on the Debtors for the provision of certain essential management services, including to manage the Canadian Debtor's online commerce platform, manage the Canadian Debtor's insurance policies, manage the overall cash position, and, as discussed directly below, the procurement of sales of the Canadian Debtor's products to customers in the United States.

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[2] The Canadian Debtor was incorporated as Daylight Manufacturing Ltd. on April 25, 1986 under the OBCA. The Canadian Debtor subsequently changed its corporate name to De Cloet Greenhouse Mfg. Ltd. before amalgamating with BFG Supply Canada Corp. (a corporation incorporated under the British Columbia *Business Corporations Act* on June 24, 2021 and continued under the OBCA on June 22, 2022), with the corporation resulting from that amalgamation continuing as "De Cloet Greenhouse Mfg. Ltd.," being an Ontario amalgamated corporation.

[3] While there are additional entities in the corporate structure above BFG Parent, those entities are not Debtors in the Chapter 11 Cases.

28. The Canadian Debtor's customer base is spread across the United States and Canada, with the majority of the Canadian Debtor's sales being generated through BFG Supply's sales representatives marketing the Canadian Debtor's products to customers of the United States Debtors. Historically, sales of the Canadian Debtor's products to the United States market were fulfilled through BFG Supply or the Greenhouse Megastore eCommerce platform, with a mark-up commission added and payable to the United States Debtors. In August 2024, to increase pricing efficiency, the Debtors modified their pricing structure to provide for orders originating from the Debtors' sales representatives to be processed directly from the Canadian Debtor to customers, with a commission payable by the Canadian Debtor to the United States entity that employed the originating agent.

29. The Canadian Debtor's employees are located in Ontario and operate out of the Canadian Facility.

(iii) The Debtors' Operations

30. The Debtors' operations span three primary end markets that collectively provide meaningful diversification across the broader green industry: (i) the lawn & garden segment; (ii) the commercial grower segment; and (iii) the hydroponics segment, with the Debtors' revenues attributable to these markets as approximately: (i) 52%; (ii) 27%; and (iii) 21%, respectively. Annually, the Debtors process approximately 270,000 customer orders with 11,000 commercial customers. The Debtors also serve a broader base of individual customers through the Greenhouse Megastore eCommerce platform.

31. The Debtors' revenues are reported on a consolidated basis. The approximate revenue of the Debtors for the years ended June 30, 2026, 2025 and 2024 was $536.5 million, $581.5 million and $573.7 million, respectively. The Canadian Debtor's revenue for the years ended June 30,

2026, 2025 and 2024 was $12.2 million, $10.3 million and $9.1 million, respectively, representing only 2.3%, 1.8% and 1.6% of the Debtors' revenue, respectively.

32. Approximately 60% of the Debtors' revenue is generated through warehouse fulfillment operations, with the remaining approximately 40% generated through vendor-direct fulfillment arrangements (inclusive of the provision of specialized business services, including the Canadian Debtor's services as a manufacturer of greenhouse components).

(iv) Properties

33. The Debtors currently operate out of nineteen facilities, comprised of: (i) seventeen distribution facilities in the United States; (ii) a customer distribution showroom in the United States; and the Canadian Facility (items (i) and (ii), the "**U.S. Facilities**" and collectively, the "**Facilities**"). The Debtors own three of the Facilities, including the Canadian Facility. The remaining sixteen Facilities are leased by Debtors in the United States.

34. The Debtors' distribution wholesale services and logistics network operates solely out of the U.S. Facilities. The specialty service businesses operate out of the Facilities both in the United States and Canada, with the Canadian Debtor's business operating out of the Canadian Facility and supported by the other Debtors in the United States.

35. The Debtors are managed by an executive team situated in various states in the United States, including, but not limited to, Ohio, Texas, Georgia and Tennessee.

(v) Workforce

36. As of the Petition Date, the Debtors employ approximately 461 employees, with approximately 430 of the employees located in the United States and the remaining 30 employees located in Canada (the "**Canadian Employees**").

37. The Canadian Employees include a limited management and a three-person sales team at the Canadian Facility, with additional key corporate services being provided from the Debtors management team in the United States (including cash management, strategic planning and online services, as discussed above). The majority of the Canadian Employees provide services directly related to the design, manufacture and fulfillment of orders for the Canadian Debtor's commercial greenhouse structures.

38. All of the Canadian Employees are employed by the Canadian Debtor on a full-time basis and provide services directly to the Canadian Debtor's business out of the Canadian Facility. Of the Canadian Employees: (i) fifteen are remunerated on an hourly basis; and (ii) fifteen are salaried. None of the Canadian Employees are unionized.

39. There is no registered pension plan for the Canadian Employees.

40. Payroll for the Canadian Employees is managed through a payroll service provider, ADP Payroll Solutions. The Canadian Employees are paid weekly, one week in arrears. In Canada, each payroll is approximately C$42,000, including employer tax contributions. Certain of the Canadian Employees are eligible to receive commissions and, when payable, the weekly payroll obligations are approximately C$62,000, including employer tax contributions.

41. The Canadian Debtor maintains a standard vacation policy that provides for 10 to 20 vacation days, dependent on tenure, in addition to days allotted for sick days, float days, and bereavement days, in each case on an annual basis. The Canadian Debtor brings its accrued vacation pay liability current at the end of each calendar year. As of the Petition Date, the Canadian Debtor has an estimated accrued vacation pay liability of approximately C$85,000.

42. The Canadian Debtor offers benefits to eligible full-time Canadian Employees through a policy maintained with The Manufacturers Life Insurance Company. The Canadian Debtor pays monthly premiums on the benefit policy in the approximate amount of C$14,000.

43. The Canadian Debtor also engages independent contractors on an as needed, project-specific basis, to assist with the installation of greenhouses and related systems.

C. Prepetition Capital Structure

44. The details of the Debtors' prepetition capital structure are set out in the First Day Declaration and summarized here for the Court's convenience.

(i) Funded Indebtedness

45. As of the Petition Date, the Debtors' funded indebtedness consists principally of obligations under two secured financing arrangements: (i) a senior secured revolving credit facility (the "**Revolving Credit Facility**"), and (ii) a senior secured term loan facility (the "**Term Loan Facility**" and, together with the Revolving Credit Facility, the "**Prepetition Credit Facilities**"). The Prepetition Credit Facilities have historically provided the capital necessary to support the Debtors' acquisition strategy, seasonal working-capital requirements, and ongoing operations. Over time, however, declining operating performance and constrained liquidity substantially reduced the flexibility originally provided by these facilities and ultimately rendered the Debtors' capital structure unsustainable outside the Restructuring Proceedings.

46. The Revolving Credit Facility is governed by an ABL Credit Agreement, dated as of November 5, 2021, as amended, with ACF Finco I LP, as Administrative Agent, Collateral Agent and Lead Arranger (the "**Prepetition ABL Agent**"). The Revolving Credit Facility provides an aggregate commitment of approximately $120 million and serves as the Debtors' principal source of seasonal working-capital financing. As of the Petition Date, approximately $43.1 million in

principal indebtedness was outstanding under the Revolving Credit Facility. The Revolving Credit Facility matures on December 31, 2028. The Canadian Debtor is a borrower under the Revolving Credit Facility, and also a guarantor of all of the obligations. The Debtors' obligations under the Revolving Credit Facility are secured against substantially all of the Canadian Debtor's property and assets, excluding the lands on which the Canadian Facility is located and the buildings on such lands.

47. The Term Loan Facility is governed by a Credit Agreement dated as of November 5, 2021, as amended, with Ares Capital Corporation, as Administrative Agent and Collateral Agent (the "**Prepetition TL Agent**"). The Term Loan Facility originally provided approximately $210 million of acquisition financing and matures on December 31, 2029. The Canadian Debtor is a guarantor of the Debtors' obligations under the Term Loan Facility, which obligations are secured against substantially all of the Canadian Debtor's property and assets, including the lands on which the Canadian Facility is located and the buildings on such lands.

48. The Prepetition Credit Facilities were amended in November 2025 to, among other things, provide the Debtors with additional borrowing capacity through a new term loan in the principal amount of $45 million and a delayed draw term loan facility with commitments of $15 million, and extend the maturity dates of the Prepetition Credit Facilities.

49. As of the Petition Date, the outstanding indebtedness under the Term Loan Facility was $299.5 million, inclusive of interest.

50. On June 24, 2026, the Prepetition ABL Agent issued a Notice of Event of Default to the Debtors for purportedly failing to make certain payments due under the Revolving Credit Facility. On August 12, 2026, the Prepetition ABL Agent issued a Notice of Implementation of Default Rate to the Debtors in accordance with its rights under the Revolving Credit Facility.

(ii) Intercompany Relationships

51. As is customary for a multi-national enterprise, the United States-based Debtors transact with each other and the Canadian Debtor on a regular basis in the ordinary course of business. The Debtors engage in such intercompany transactions to, among other things, provide enterprise-wide support services, divide the costs of shared services, complete transactions with administrative ease, and facilitate operations on a daily basis. These transactions are recorded as trade accounts payable/receivable, with no fixed terms of repayment.

52. The Canadian Debtor has historically facilitated its sales to United States-based customers through BFG Supply and International Greenhouse Contractors (the operating company of the Greenhouse Megastore eCommerce platform). This practice has resulted in intercompany accounts receivable owing to the Canadian Debtor, which are reviewed at the end of each fiscal year (June) to substantially clear any intercompany accounts receivable balances over 365 days aged. Although the United States-based Debtors continue to source customers for the Canadian Debtor, the Canadian Debtor also enters into contracts directly with customers in the United States. As of the Petition Date, approximately $7.6 million and $116,000 is due from BFG Supply and International Greenhouse Contractors, respectively, to the Canadian Debtor for greenhouse supply and services.

53. Given the interconnected nature of the business, the Debtors apply a transfer pricing strategy to share costs across the business. The transfer pricing strategy has been developed over time with the assistance of external accountants and allows the Debtors to allocate the costs of shared services in a tax-efficient manner.

54. In addition, there are accounts payable from the Canadian Debtor to BFG Supply in connection with the acquisition of the Canadian Debtor in 2021 of approximately C$18 million.

(iii) Taxes

55. The Canadian Debtor remits GST/HST on a monthly basis and is current through July 2026. Due to a majority of the Canadian Debtor's sales being to customers in the United States, the Canadian Debtor is typically in a refundable position with respect to HST, historically ranging from approximately C$30,000 to C$70,000.

56. The Canadian Debtor is current on all source deductions and employee related taxes other than amounts which have accrued but are not yet due.

(iv) Litigation

57. In the ordinary course of business, the Debtors are subject to certain litigation disputes with customers relating to product-related claims. The Canadian Debtor is not a named party in any ongoing litigation proceeding originated in the United States.

58. The Canadian Debtor is party to an ongoing proceeding commenced before the Ontario Superior Court of Justice in Hamilton, Ontario (the "**Hamilton Action**"). The Hamilton Action relates to a warranty claim.

(v) Unsecured Creditors

59. In addition to the debt obligations set out above, as of the Petition Date, the Debtors owe approximately $50.9 million on account of general unsecured claims, which are, among others, claims held by trade creditors and vendors, certain former employees, taxes, contingent claims held on account of pending litigation and claims held on account of accrued lease obligations (but excluding employee obligations). The Canadian Debtor owes approximately C$1.4 million of unsecured claims to third parties.

(vi) Debtors' Current Cash Position

60. As of the Petition Date, the Debtors have approximately $1.96 million in cash on hand, of which approximately C$376,000 and $340,000 is held by the Canadian Debtor.

D. Lien Searches

61. I am advised by Alec Hoy of Cassels Brock & Blackwell LLP ("**Cassels**"), Canadian counsel to the proposed Foreign Representative and the Canadian Debtor, and do verily believe, that a lien search (the "**PPSA Search**") with a currency date of August 16, 2026 was conducted against the Canadian Debtor in Ontario.

62. I am advised by Alec Hoy of Cassels that the PPSA Search disclosed the following registrations:

(a) the Prepetition ABL Agent filed two registrations in Ontario on March 24, 2022 over the Canadian Debtor's inventory, equipment, accounts, other personal property and motor vehicles;

(b) Ares Capital Corporation, as administrative agent under the Term Loan Facility, filed two registrations in Ontario on April 27, 2022 over the Canadian Debtor's inventory, equipment, accounts, other personal property and motor vehicles;

(c) Royal Bank of Canada ("**RBC**") filed the following registrations in Ontario against the Canadian Debtor: (i) on November 14, 2025, designating the collateral classification as the Canadian Debtor's inventory, equipment, accounts and other personal property; (ii) on November 14, 2025, designating the collateral classification as the Canadian Debtor's accounts and other personal property; (iii) on August 7, 2024, designating the collateral classification as the Canadian

Debtor's inventory, equipment, accounts, other personal property and motor vehicle; and (iv) on August 7, 2024, designating the collateral classification as the Canadian Debtor's accounts and other personal property, which registrations relate to the pledge of cash collateral by the Canadian Debtor to RBC in connection with certain letters of credit issued by RBC on behalf of the Canadian Debtor to comply with the Canadian Debtor's obligations arising from its transactions with United States customers and potential tariff and duty related liabilities; and

(d) Toyota Industries Commercial Finance Canada, Inc. ("**Toyota Canada**") filed a registration in Ontario on July 19, 2022, relating to a commercial truck leased by the Canadian Debtor from Toyota Canada.

A summary of the results of the PPSA Search is attached hereto as **Exhibit "E"**.

63. I am also advised by Alec Hoy of Cassels, and do verily believe, that a PIN search was conducted against the lands upon which the Canadian Facility is located, with a currency date of August 11, 2026 (the "**PIN Search**").

64. I am advised that the PIN Search disclosed a charge registered in favour of the Prepetition TL Agent in the amount of C$250 million. A copy of the PIN Search is attached as **Exhibit "F"**.

III. THE INTEGRATION OF THE CANADIAN DEBTOR WITH THE DEBTORS' BUSINESS

65. As referenced above, key decisions related to the Canadian Debtor's business and operations are ultimately made by the Debtors' management and leadership team (including the CRO) based in the United States. The Canadian Business is highly integrated with the United States Debtors, including in the following ways:

(a) the Canadian Debtor is an indirectly wholly owned subsidiary of BFG Parent, a Delaware corporation;

(b) the Canadian Debtor is a borrower and guarantor under the Revolving Credit Facility and a guarantor under the Term Loan Facility, to each of which the other Debtors are also either a borrower or guarantor. The Canadian Debtor has granted security over all of its assets in respect of the Prepetition Credit Facilities;

(c) the Debtors' senior leadership team, located entirely in the United States, has authority to exercise primary strategic management and control of the Canadian Debtor;

(d) the Canadian Debtor relies on the Debtors to market the Canadian Debtor's products and services to United States-based customers, which historically comprise more than two-thirds of the Canadian Debtor's customers;

(e) BFG Supply and other United States Debtors are the major originating source of orders from United States-based customers for the Canadian Debtor's products;

(f) the Canadian Debtor is reliant on the Debtors to manage the Canadian Debtor's online website and platform;

(g) the United States Debtors have collected the majority of the receivables from the sale of the Canadian Debtor's products, which has been utilized in the cash management of the Debtors and, accordingly, the United States Debtors have provided the Canadian Debtor with funding, with such funding being provided to the Canadian Debtor on an as needed basis, subject to reconciliation at the end of each year;

(h) the Canadian Debtor's overall financial position is managed on a consolidated basis by the Debtors' management team located in the United States and, for financial reporting purposes, the Debtors report the financial results of the entire corporate group, including the Canadian Debtor, on a consolidated basis;

(i) the Canadian Debtor's sole director is the sole director of the other Debtors, who is located in the United States; and

(j) the CRO has been granted authority over the Canadian Debtor's day-to-day management as part of these Restructuring Proceedings and is managing the restructuring of the Debtors as a whole.

66. In summary, the Canadian Debtor is an integrated member of the broader Debtors' group that is centrally managed from an overall strategic and financial perspective by a management team in the United States and a majority of the Canadian Debtor's revenue has originated from the United States Debtors' sales agents and webplatform.

IV. EVENTS PRECIPITATING THE RESTRUCTURING PROCEEDINGS

67. The Restructuring Proceedings were not precipitated by an isolated event; rather, they are the product of more than two years of progressively worsening operational, financial, and liquidity challenges that, despite the efforts of the Debtors' management team, compounded over time.

68. The Debtors' financial difficulties can be attributed to multiple interrelated and compounding factors. During fiscal year 2026, the Debtors experienced significant customer attrition, arising principally from turnover within the Debtors' sales organization and the ensuing disruption of pre-existing customer relationships managed by those employees. Customer attrition resulted in a reduction in accounts receivable, in turn causing a tightening of credit

availability under the Debtors' asset-backed credit facilities and vendor credit programs. The reduction in credit availability impeded the Debtors' ability to replenish inventory to meet customer demand, resulting in further customer attrition and progressively reducing accounts receivable, triggering a liquidity spiral.

69. The Debtors' financial difficulties were further compounded by an elevated operating cost structure, burdened in part by borrowing costs associated with integrating a series of acquisitions completed between 2021 and 2024 that, despite the Debtors' reduction efforts, remained elevated relative to the Debtors' declining revenue base. Further, the Debtors' failure to fully integrate the acquired businesses resulted in duplicative costs and inhibited the Debtors' ability to realize the anticipated operating synergies from the acquisitions. The Debtors' operating and financial challenges were further exacerbated by broader macroeconomic conditions affecting the horticultural industry, including inflationary cost pressures, reduced discretionary consumer spending and increased product costs.

V. RESTRUCTURING EFFORTS AND PATH FORWARD

70. In the years leading up to the commencement of these Restructuring Proceedings, and accelerating in the months preceding the Petition Date, the Debtors, together with their professional advisors, undertook extensive efforts aimed at addressing the challenges they faced and avoiding these Restructuring Proceedings. Those efforts included: (i) implementing operational improvements intended to align the Debtors' operating cost structure with reduced revenue levels, including workforce reductions and other cost-reduction initiatives; (ii) liquidity management procedures; and (iii) engaging with the Debtors' lenders, suppliers and other business partners, in an effort to restore the Debtors' financial position and stabilize the Debtors' ability to obtain vendor trade credit.

71. In parallel with these efforts, the Debtors and their advisors actively explored financing and strategic alternatives, including engaging with the Debtors' existing lenders, pursuing additional sources of capital, evaluating potential strategic transactions and considering out-of-court restructuring alternatives.

72. While the Debtors' operational improvement initiatives began producing measurable results in the latter half of fiscal year 2026, the Debtors were unable to obtain sufficient liquidity or consensual financing necessary to support the Debtors' working-capital requirements.

73. In furtherance of those efforts, on August 6, 2026, the Debtors engaged SSG Advisors, LLC ("**SSG**"). Since its engagement, SSG has fielded multiple indications of interest and commenced a broader outreach program to gauge interest in a potential going concern transaction and, as of the Petition Date, the Debtors are engaged in active negotiations with parties that may serve the role of stalking horse bidder for certain of the Debtors' assets.

74. While those conversations are progressing, the Debtors' management has determined that, absent a significant capital infusion, available liquidity would continue to decline steadily during calendar year 2026 until reaching certain thresholds and triggering defaults in the Revolving Credit Facility which, if permitted to occur, would almost certainly result in substantial destruction of enterprise value and limit the ability to pursue a going concern sale. This conclusion was reinforced by the position of the Debtors' prepetition revolving lenders, who indicated that they would only provide additional financing through a debtor-in-possession financing facility.

75. Accordingly, the Debtors determined that the commencement of these Restructuring Proceedings was the only practical means of preserving and maximizing the value of the Debtors' estates, whether through a going-concern sale, an orderly liquidation, or a combination thereof, for the benefit of all stakeholders.

A. Sales Process

76. The objective of these Restructuring Proceedings is to maximize value through three complementary and concurrent workstreams (the "**Sales Processes**"):

(a) Going-Concern Sales Process. The Debtors have retained SSG to act as their investment banker to conduct a court-supervised marketing and sales process for some or all of the Debtors' businesses and assets on a going-concern basis. This sales process is targeted to be completed in approximately sixty days.

(b) Liquidation Program. The Debtors have engaged SB360 Capital Partners, LLC and Tiger Capital Group, LLC, acting through a joint venture, to assist the Debtors in conducting an orderly monetization of certain inventory, accounts receivable, machinery, equipment, fixtures, and other assets.

(c) Real Estate Monetization. The Debtors have engaged A&G Realty Partners, LLC, as real estate advisor, to assist with the marketing and selling of the Debtors' real property, including the Canadian Facility, and their interest in the leases for the leased U.S. Facilities.

77. In the event the Debtors identify a going concern sale which includes any of the Debtors' assets subject to the Liquidation Program or real property subject to the Real Estate Monetization process, such assets and/or real property will be removed from such applicable sales process.

78. Approval of the Liquidation Program and the Real Estate Monetization process is being sought at the First Day Hearing and, if granted, the Foreign Representative will seek recognition of such First Day Orders at the Comeback Hearing (as defined below). The Debtors intend to seek approval of the Going-Concern Sale Process at a later date.

79. If the Sales Processes (or any one thereof) are approved, the Debtors (excluding the Canadian Debtor) intend to commence such approved Sale Process immediately. Given the nature of the Canadian Debtor's business, the Debtors intend to continue to operate the Canadian Debtor's business in the ordinary course to determine whether a going concern sale is viable and will seek recognition of the Sales Process in due course, subject to prior approval of any such Sale Process by the U.S. Bankruptcy Court.

VI. THE PROPOSED DIP FINANCING

80. In connection with the Chapter 11 Cases, the Debtors obtained a commitment for debtor-in-possession financing in the form of a senior secured super-priority revolving credit facility in an aggregate principal amount not to exceed $55 million (the "**DIP Facility**"), which amounts are intended to be used to, among other things, fund the Chapter 11 Cases.

81. Details of the proposed DIP Facility will be provided in a supplemental affidavit after the Debtors have filed all of their materials in the Chapter 11 Cases.

VII. URGENT NEED FOR RELIEF IN CANADA

82. The Canadian Debtor is in urgent need of a stay of proceedings and the recognition of the First Day Orders, once granted.

83. The Debtors are insolvent and their projected cash flow indicates that they will not be able to maintain operations in the ordinary course for a prolonged period of time. Further, certain of the Debtors' vendors and customers have become aware of the Debtors' liquidity issues, causing them to be reluctant to continue contracting with the Debtors and decreasing sources of operational credit necessary to maintain the Debtors' operations. Without the relief requested in the First Day Orders, it is anticipated that the Debtors will suffer a continuing degradation of their

enterprise value. The relief requested will minimize disruptions to the Debtors' business operations and customers and is critical to maximizing the value of the Debtors' estates.

VIII. RELIEF SOUGHT

A. Interim Stay Order

84. By operation of the U.S. Bankruptcy Code, the Debtors (including the Canadian Debtor) obtained the benefit of an automatic stay of proceedings upon the filing of the Petitions with the U.S. Bankruptcy Court. As discussed above, the Debtors are seeking entry of certain First Day Orders, including the Foreign Representative Order, at the First Day Hearing to be heard by the U.S. Bankruptcy Court on August 20, 2026. If the U.S. Bankruptcy Court grants the requested orders, they are expected to be available shortly thereafter.

85. The proposed Interim Stay Order provides for a stay of proceedings in favour of the Canadian Debtor in respect of the business and property in Canada. The proposed Interim Stay Order also provides for a stay of proceedings in favour of the directors and officers of the Canadian Debtor in Canada. The proposed Interim Stay will give effect in Canada to the stay of proceedings in the Chapter 11 Cases and provide stability and preserve the value of the Canadian business until the Canadian Debtor can be duly appointed as the Foreign Representative by the U.S. Bankruptcy Court and return before this Court to seek the Initial Recognition Order and Supplemental Order.

86. Since the Canadian business is conducted in Canada, it is important for the Canadian Debtor to be protected by a stay of proceedings from enforcement rights in Canada pursuant to a Canadian court order. The Interim Stay Order will preserve the value of the Canadian business and the Debtors' ability to conduct an orderly sales process for the Debtors' assets with the possibility of the Canadian business continuing as a going concern.

87. The initial hearing of this application will be brought on notice to the lenders under the Prepetition Credit Facilities. If the initial relief sought in the Interim Stay Order is granted, a wider scope of notice is intended with regard to the hearing to recognize the Chapter 11 Case of the Canadian Debtor as a foreign main proceeding and grant related orders at that time, including notice to the Canada Revenue Agency (through the Department of Justice) and the Ontario Ministry of Finance.

B. Additional Relief Expected to be Sought

88. This application is proposed to proceed in two stages. The relief being sought on August 19, 2026 is limited to the relief provided for in the Interim Stay Order. The Debtors will be seeking entry of certain First Day Orders at the First Day Hearing, scheduled to be heard by the U.S. Bankruptcy Court on August 20, 2026. Following the entry of those First Day Orders by the U.S. Bankruptcy Court, including the Foreign Representative Order, the Foreign Representative will return to this Court to seek the Initial Recognition Order and the Supplemental Order (such hearing, the "**Comeback Hearing**").

89. At the Comeback Hearing, the Foreign Representative (if appointed) will be seeking the Initial Recognition Order, among other things: (i) declaring that the Foreign Representative is the "foreign representative" in respect of the Chapter 11 Cases; and (ii) recognizing the United States as the centre of main interests for the Canadian Debtor.

90. The Foreign Representative will also seek approval of the relief set out in the Supplemental Order at the Comeback Hearing, including, among other things: (i) the appointment of AlixPartners as information officer; and (ii) the granting of the Administration Charge, D&O Charge and DIP Lender's Charge (collectively, the "**Charges**"), in the respective amounts and priority set out in the Supplemental Order. The Charges are proposed to secure amounts owing,

or which may become owing, by the Canadian Debtor against the Canadian Debtor's property in Canada.

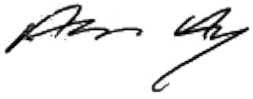
91. In addition to the foregoing, the Supplemental Order contemplates the recognition in Canada of certain First Day Orders, including any First Day Order recognizing any of the Sales Processes.

92. Further information in respect of the relief being sought with respect to the Initial Recognition Order and the Supplemental Order, including with respect to the Charges and the Sales Process Orders, will be provided by supplemental affidavit in advance of the Comeback Hearing.

IX. CONCLUSION

93. I believe the relief set out herein and in the proposed orders is necessary for the protection of the Canadian Debtor's property and the interests of the Debtors' creditors, and in particular, the creditors of the Canadian Debtor.

SWORN BEFORE ME by videoconference on this 19th day of August 2026. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely. The affiant was located in the City of Nashville, in the State of Tennessee and I was 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



ADAM ZALEV

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 ADAM ZALEV

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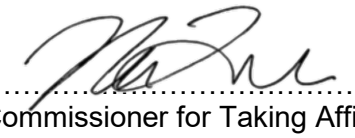
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Lawyers for the Proposed Foreign Representative

This is Exhibit “M” referred to in the affidavit of Adam Zalev, sworn September 11, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was 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: Natalie Levine
Law Society of Ontario Number: 64908K

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

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AFFIDAVIT OF ADAM ZALEV
(sworn August 21, 2026)

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AFFIDAVIT OF ADAM ZALEV
(sworn August 18, 2026)

I, Adam Zalev, of the City of Nashville, in the state of Tennessee, MAKE OATH AND SAY:

1. I am the Founding Member and Managing Director of Reflect Advisors LLC ("**Reflect**") and currently serve as the Chief Restructuring Officer ("**CRO**") of the Debtors[1]. I was appointed as CRO on July 22, 2026.

2. This affidavit supplements the affidavit I swore on August 19, 2026 (the "**Initial Affidavit**") and is sworn in support of an application by the Canadian Debtor, in its capacity as the Foreign Representative (as defined below), for the following orders:

(a) an order (the "**Initial Recognition Order**"), among other things:

(i) recognizing the Canadian Debtor as the Foreign Representative in respect of the Chapter 11 Cases; and

(ii) recognizing the Chapter 11 Case of the Canadian Debtor as a "foreign main proceeding" in respect of the Canadian Debtor; and

(b) an order (the "**Supplemental Order**"), among other things:

(i) recognizing certain orders (the "**First Day Orders**") issued by the U.S. Bankruptcy Court in the Chapter 11 Cases;

[1] The "**Debtors**" include BFG Supply Co., LLC ("**BFG Supply**"); Bamboo Purchaser, Inc.; BFG Purchaser Parent, Inc.; BFG Supply Holdings, Inc.; BFG Holdings I, Inc.; BFG Supply Canada Holdings, Inc.; BFG Kalamazoo, LLC; BFG Logistics, LLC; L&L Nursery Supply, Inc.; Gard'N-Wise Distributors, Inc.; International Greenhouse Contractors, LLC; Greenhouse Solutions, LLC; Greenhouse Contracting Services, LLC; Green-Tek, LLC; GROSouth, Inc.; BFG VG Supply Acquisition, LLC; and De Cloet Greenhouse Mfg. Ltd. (the "**Canadian Debtor**").

(ii) granting a stay of proceedings in respect of the Canadian Debtor and its directors and officers;

(iii) appointing AlixPartners Restructuring, Inc. ("**AlixPartners**") as information officer in respect of this proceeding (in such capacity, the "**Information Officer**");

(iv) granting a Court-ordered charge (the "**Administration Charge**") over the assets and property of the Canadian Debtor (the "**Property**") in Canada in favour of Canadian counsel to the Canadian Debtor, the Information Officer and counsel to the Information Officer;

(v) granting a Court-ordered charge (the "**D&O Charge**") over the Property in Canada to secure the indemnity obligations of the Canadian Debtor to its directors and officers in respect of obligations and liabilities that such directors and officers (including de facto directors and officers) may incur during these proceedings in their capacity as directors and officers; and

(vi) granting a Court-ordered charge (the "**DIP Lender's Charge**") over the Property in Canada to secure the obligations of the Canadian Debtor under the DIP Facility (as defined below).

I. OVERVIEW

3. On August 18, 2026 (the "**Petition Date**"), the Debtors filed voluntary petitions for relief (the "**Petitions**") in the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**") pursuant to chapter 11 of title 11 of the United States Code (the "**U.S. Bankruptcy Code**"). The cases commenced by the Debtors in the U.S. Bankruptcy Court are

referred to herein as the "**Chapter 11 Cases**" and, together with the Canadian proceeding, are referred to as the "**Restructuring Proceedings**." A certified copy of the Chapter 11 petition for the Canadian Debtor is attached hereto as **Exhibit "A"**.

4. Concurrently with the Petition, the Debtors filed certain motions (the "**First Day Motions**") requesting authority from the U.S. Bankruptcy Court to continue to operate the Debtors' businesses in compliance with the U.S. Bankruptcy Code and to begin the planned restructuring process described in my Initial Affidavit. I understand that copies of the First Day Motions relevant to this recognition Proceeding (the "**Canadian Recognition Proceeding**") and certain supporting declarations are being provided to this Court in a separate affidavit.

5. On August 19, 2026, the Canadian Debtor, in its capacity as the proposed foreign representative of the Debtors (the "**Foreign Representative**"), brought an application before the Ontario Superior Court of Justice (Commercial List) (the "**Court**") for an order (the "**Interim Stay Order**") pursuant to Section 106 of the *Courts of Justice Act*, R.S.O. 1990, c C.43 and Part IV of the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C 36, as amended (the "**CCAA**"), among other things, granting a stay of proceedings in respect of the Canadian Debtor and its directors and officers.

6. The Court granted the Interim Stay Order on August 19, 2026, giving effect in Canada to the automatic stay of proceedings arising under the U.S. Bankruptcy Code.

7. On August 20, 2026, following a hearing in respect of the First Day Motions, the U.S. Bankruptcy Court granted the First Day Orders on an interim basis, including the Foreign Representative Order (as defined below) authorizing the Canadian Debtor to act as the Foreign Representative in respect of the Chapter 11 Cases.

8. As previewed in the Application Record dated August 19, 2026, the Foreign Representative now seeks the Initial Recognition Order and the Supplemental Order.

9. Background information with respect to the Debtors, including the Canadian Debtor, their business and the reasons for the initiation of the Restructuring Proceedings, are set out in the Initial Affidavit and the declaration that I swore in support of the Chapter 11 Cases (the "**First Day Declaration**"), a copy of which (without exhibits) was attached to the Initial Affidavit as Exhibit "B". Accordingly, such information is not repeated herein.

10. Capitalized terms used but not otherwise defined herein have the meanings given to them in the Initial Affidavit or the First Day Declaration, as applicable. All monetary references in this affidavit are in United States dollars, unless otherwise stated.

II. RELIEF SOUGHT

A. Initial Recognition Order/ Recognition of Foreign Main Proceeding

11. The Restructuring Proceedings have been commenced to provide stability and an opportunity to the Debtors to maximize the value of their assets and business through three complementary and concurrent workstreams (collectively, the "**Sales Processes**"), consisting of: (i) a marketing and sales process to identify a going concern transaction for some or all of the Debtors' business; (ii) an orderly monetization and liquidation of the Debtors' personal property; and (iii) a real estate disposition program with respect to the Debtors' owned real property and non-residential real property leases, including real property owned by the Canadian Debtor.

12. Pursuant to the proposed Initial Recognition Order, the Canadian Debtor, as the Foreign Representative, seeks recognition of the Canadian Debtor's Chapter 11 Case as a "foreign main proceeding" under Part IV of the CCAA. The Debtors operate as a single commercial enterprise

and, other than the Canadian Debtor, are each incorporated or formed under United States law and have all, or substantially all, of their assets located in the United States.

13. Notwithstanding the fact that the Canadian Debtor's registered office is the Canadian Facility, the centre of main interests for the Canadian Debtor is in the United States. As set out more fully beginning at paragraph 65 of the Initial Affidavit, the Canadian Debtor is an integrated part of the Debtors' enterprise, including that it is centrally managed from an overall strategic and financial perspective by a management team and CRO located in the United States. The Canadian Debtor relies upon other Debtors for the provision of certain intercompany services necessary to conduct its business, including, among other things, shared financial planning, strategic decision-making and marketing for the Canadian Debtor's products and services through sales representatives of the United States Debtors. Strategic decisions concerning the Canadian Debtor's business and restructuring efforts are being directed through the Chapter 11 Cases and under the supervision of the U.S. Bankruptcy Court. Further, the Canadian Debtor is a co-borrower under, and/or guarantor of, the Debtors' outstanding secured indebtedness advanced by United States-based lenders with related loan documentation that is governed by United States law.

14. I believe that a recognition order finding that the Canadian Debtor's centre of main interests is in the United States will support the Debtors' goals in the Chapter 11 Cases. I believe that the position of the Canadian Debtor's creditors will not be materially prejudiced by the recognition of the Canadian Debtor's Chapter 11 Case, by the imposition of the stay of proceedings, or by permitting the Canadian Debtor to continue operations while the Debtors explore a potential sale of the Debtors' business, including a potential going concern sale of the Canadian Debtor's business as part of an enterprise-wide restructuring.

B. Supplemental Order

a. Stay of Proceedings in Canada

15. By operation of the U.S. Bankruptcy Code, the Debtors (including the Canadian Debtor) obtained the benefit of an automatic stay of proceedings upon the filing of the Petitions. In issuing the Interim Stay Order, this Court granted an interim stay of proceedings in favour of the Canadian Debtor in respect of its business and property in Canada, as well as a stay of proceedings in favour of the directors and officers of the Canadian Debtor in Canada.

16. Under the proposed Supplemental Order, the Foreign Representative is seeking to extend the stay of proceedings granted pursuant to the Interim Stay Order. It is critical to the preservation of the value of the Canadian Debtor's business and the Debtors' overall efforts to implement a multi-track sale process and identify a potential going-concern sale that the Canadian Debtor and its directors and officers be protected by a stay of proceedings and from enforcement rights in Canada pursuant to a Canadian court order.

b. Appointment of Information Officer

17. The Foreign Representative seeks the appointment of AlixPartners as the Information Officer in this recognition proceeding pursuant to the proposed Supplemental Order. As part of the restructuring process, AlixPartners, if appointed as Information Officer, will report to the Court from time to time on the status of the Chapter 11 Cases and this proceeding and to assist in providing information to, and responding to inquiries from, interested parties in Canada.

18. I am advised by Murtaza Tallat of AlixPartners that (i) AlixPartners is a licensed insolvency trustee, well-known for its expertise in CCAA matters, including that its principals have acted as an information officer in several previous ancillary proceedings under Part IV of the CCAA), (ii)

AlixPartners has consented to act as Information Officer in this proceeding, and (iii) AlixPartners is not conflicted from acting as Information Officer.

19. The proposed Initial Recognition Order provides that, once appointed, the Information Officer will assist the Foreign Representative in publishing a notice in a national newspaper. In addition, notice of the Chapter 11 Cases will be given through notices mandated by the U.S. Bankruptcy Court. Both the claims and noticing agent in the Chapter 11 Cases and the proposed Information Officer will maintain websites providing detailed information regarding the Chapter 11 Cases and these proceedings, respectively. The appointment of an Information Officer will facilitate communication and information sharing with Canadian stakeholders throughout these Restructuring Proceedings. I understand that publication notice in insolvency proceedings is routinely addressed by the Court officer and the proposed Information Officer is well positioned to assist the Foreign Representative with this requirement.

c. Administration Charge

20. The Foreign Representative requests that the Court grant the proposed Information Officer, its legal counsel and Canadian legal counsel to the Canadian Debtor (including in its capacity as Foreign Representative) an Administration Charge to secure their fees and disbursements in the maximum amount of $450,000 on the Property in Canada. The Debtors have paid retainers to the proposed Information Officer and its counsel in the amount of C$100,000 and C$150,000, respectively. The Administration Charge is proposed to rank in priority to all other encumbrances in respect of the Canadian Debtor other than certain pre-existing registrations for a limited amount of cash collateral and leased equipment.

21. The quantum of the Administration Charge was calculated based on the substantial work required to prepare for and conduct the beginning of these Restructuring Proceedings and is

consistent with the budget provided for under the DIP Facility. I believe the amount of the Administration Charge to be reasonable in the circumstances, having regard to the size and complexity of this proceeding and the roles that will be required of Canadian legal counsel to the Canadian Debtor, the proposed Information Officer, and its legal counsel.

22. Approval of the Administration Charge by this Court is appropriate because the professionals will be providing services in respect of these proceedings before the Canadian Court.

d. D&O Charge

23. The Foreign Representative also requests that the Court grant the Directors and Officers a D&O Charge on the Property in Canada in the maximum amount of C$210,000. The D&O Charge would secure the indemnity provided to the Directors and Officers in the proposed Supplemental Order in respect of liabilities they may incur during this Canadian Recognition Proceeding in their capacities as such, which includes any obligations and liabilities for wages or vacation pay due to the Canadian Employees and certain taxes that may give rise to director liability, except to the extent that, with respect to any director or officer, the obligation or liability was incurred as a result of the director or officer's gross negligence or wilful misconduct.

24. While I understand that the Directors and Officers are potential beneficiaries of director and officer liability insurance maintained by BFG Supply Investment Holdings, LP for itself and its subsidiaries (the "**D&O Insurance**") with an aggregate coverage limit of up to $10 million, it is subject to several exclusions and limitations which may result in there being no coverage or insufficient coverage for potential liabilities. The proposed D&O Charge would only be relied upon to the extent of any deficiencies of the D&O Insurance in covering any exposure or liabilities of

the directors and officers of the Canadian Debtor that are incurred in the Restructuring Proceedings.

25. The D&O Charge would be subordinate to only the proposed Administration Charge and the limited cash collateral and leased equipment prior registrations described above.

26. The amount of the proposed D&O Charge has been estimated, in consultation with the proposed Information Officer, with reference to the Canadian Debtor's payroll, vacation pay, and federal and provincial tax liability exposure. The sole director of the Canadian Debtor is Patrick Bartels, who is also the sole director or member at each of the Debtors. The Canadian Debtor does not have any officers, but the proposed order provides that any party who may be deemed to be a director or officer will also have the benefit of the charge. Mr. Bartels has advised that he is unwilling to continue to serve in his director capacities if he is not granted the benefit of the D&O Charge.

27. In light of the potential liabilities that may arise during these Restructuring Proceedings, the potential insufficiency of the D&O Insurance, and the need for the continued service of the Canadian Debtor's director, I have been advised and believe the amount of the D&O Charge to be reasonable and the D&O Charge to be necessary in the circumstances.

e. DIP Lender's Charge

28. The Foreign Representative also requests the DIP Lender's Charge in favour of the DIP Lenders (as defined in the Interim DIP Order, defined below). The DIP Lender's Charge, if granted, will provide security over the Canadian Debtor's assets in respect of the obligations under the DIP Facility up to the maximum principal amount of $22 million plus other amounts provided for in the DIP Credit Agreement (as defined in the Interim DIP Order)) on an interim basis, and up to $55 million upon entry of the Final DIP Order. It is a requirement under the DIP

Credit Agreement that the Debtors obtain an order granting the DIP Lender's Charge within 10 business days of the Petition Date. Given the timeline of these Restructuring Proceedings and the Debtors' urgent need to access cash, the DIP Lenders did not require the DIP Lender's Charge as a condition to the first advance under the DIP Facility. However, a breach of the obligation to obtain the DIP Lender's Charge within 10 business days of the Petition Date will severely impair the Debtors' ability to operate going forward.

29. The DIP Lender's Charge would be subordinate to the Administration Charge, the D&O Charge, the limited cash collateral and leased equipment prior registrations described above and the liens of the Prepetition Term Loan Agent solely with respect to the Prepetition Term Loan Priority Collateral (each as defined in the Interim DIP Order). The DIP Lenders' Charge will otherwise follow the priorities set out in the Interim DIP Order. For clarity, the Supplemental Order does not propose to alter or impair the agreements between the DIP Secured Parties, Prepetition ABL Secured Parties, and the Prepetition Term Loan Secured Parties (each as defined in the Interim DIP Order) in respect of allocation or priority. Instead, as described below, the Prepetition Secured Parties' agreements are preserved and any disputes regarding allocation can be brought before the U.S. Bankruptcy Court at the appropriate time.

30. Details of the DIP Facility are provided in paragraphs 35-41 below.

f. Recognition of Certain First Day Orders

31. Pursuant to the proposed Supplemental Order, the Foreign Representative seeks recognition in Canada of certain of the First Day Orders, each of which are discussed below. I understand that the motion material filed in support of the First Day Orders will be provided to the Court in a separate affidavit, but the following provides a summary of the impact of each order on the Canadian Debtor.

i. Foreign Representative Order

32. A certified copy of the *Order (I) Authorizing De Cloet Greenhouse Mfg. Ltd. to Act as Foreign Representative in Canadian Proceeding and (II) Granting Related Relief* (the "**Foreign Representative Order**") is attached hereto as **Exhibit "B"**. A certified copy of the order has been ordered and will be provided to the Court upon receipt.

33. The Foreign Representative Order authorizes the Canadian Debtor to act as the Foreign Representative on behalf of the Debtors' estates pursuant to the U.S. Bankruptcy Code in connection with this Canadian Recognition Proceeding. It also requests the aid and assistance of this Court to recognize the Chapter 11 Cases as a "foreign main proceeding" and the Canadian Debtor as a "foreign representative" pursuant to the CCAA and to recognize and give full force and effect in all provinces and territories in Canada to the Foreign Representative Order and to other orders issued by the U.S. Bankruptcy Court in the Chapter 11 Cases.

ii. Interim DIP Order[2]

34. A copy of 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* (the "**Interim DIP Order**") is attached hereto as **Exhibit "C"**.

35. The Interim DIP Order, among other things, authorizes the Debtors to: (i) obtain postpetition financing pursuant to a superpriority senior secured, asset-based debtor-in-possession revolving credit facility (the "**DIP Facility**") in accordance with the DIP Credit

[2] Capitalized terms used but not defined in this section have the meaning given to them in the Interim DIP Order.

Agreement; and (ii) access cash collateral of the Prepetition ABL Secured Parties (the "**Cash Collateral**").

36. In the United States, the DIP Facility is secured by the DIP Liens, which are: (i) senior to the Prepetition Liens with respect to the Prepetition ABL Priority Collateral; and (ii) junior to the liens of the Prepetition Term Loan Agent with respect to the Prepetition Term Loan Priority Collateral.

37. The Interim DIP Order requires the Debtors to use any cash, collections and proceeds of DIP Collateral (other than Prepetition Term Loan Priority Collateral), on a dollar-for-dollar basis, to reduce the amounts outstanding under the Prepetition Revolving Loans (referred to in the Initial Affidavit as the "**Revolving Credit Facility**"), which will result in a corresponding increase to availability under the DIP Facility. If the Interim DIP Order is recognized in Canada, any cash, collections and proceeds of DIP Collateral of the Canadian Debtor (other than Prepetition Term Loan Priority Collateral) will also be used on a dollar-for-dollar basis to reduce the amounts outstanding under the Prepetition Revolving Loans. As described above, the DIP Facility provides a total interim availability of $22 million, approximately $8 million of which will be new money financing. Upon entry of the Final DIP Order, the size of the DIP Facility will be increased to $55 million.

38. Consistent with the Interim DIP Order, funds in the Canadian accounts will be applied to the Revolving Credit Facility. However, based on discussions with the DIP Lender, I understand that a minimum of approximately C$500,000 is expected to remain in the Canadian accounts throughout these Restructuring Proceedings to address the Canadian Debtor's operational needs. From time to time, I expect the Canadian Debtor will draw on the DIP Facility as it requires access to capital for ongoing projects.

39. The Canadian Debtor's obligations under the Prepetition Revolving Loans, under which it is both a borrower and a guarantor, are secured against substantially all of the Canadian Debtor's property and assets, excluding the lands on which the Canadian Facility is located and the buildings on such lands, by a first-ranking security interest.

40. As described in the First Day Declaration, the Debtors require access to liquidity to fund operations during the Restructuring Proceedings, including implementing the Sales Processes. Absent access to the DIP Facility and the Cash Collateral, the Debtors would not have sufficient liquidity to satisfy, among other things: (i) their working capital and business operating needs; (ii) the administrative costs of the Restructuring Proceedings; and (iii) the funding requirements necessary to pursue the Sales Processes and preserve value for the benefit of all stakeholders.

41. The Canadian Debtor is a borrower under the DIP Facility and may draw upon the DIP Facility to fund its operations if necessary. Further, the Canadian Debtor participates in the Debtors' integrated business and requires continued access to certain shared services, which will be funded through the liquidity provided under the DIP Facility. Recognition of the Interim DIP Order in Canada will support the ongoing operations of the Canadian Debtor and assist in preserving value while the Debtors pursue their restructuring and sale process.

iii. Interim Liquidation Procedures Order

42. A copy of the *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* (the "**Interim Liquidation Procedures Order**") is attached hereto as **Exhibit "D"**.

43. The Interim Liquidation Procedures Order, among other things: (i) authorizes the Debtors to assume the Consulting Agreement dated as of July 28, 2026 between SB360 Capital Partners, LLC and Tiger Capital Group (together, the "**Consultant**") and BFG Supply, on behalf of the Debtors (the "**Consulting Agreement**"); and (ii) authorizes the Sales, with such Sales to be free and clear of all Encumbrances (each as defined below).

44. In accordance with the Consulting Agreement, the Debtors, with the assistance of the Consultants, are authorized to conduct: (i) the sale of on-hand and in transit inventory at the Facilities (as defined in the Consulting Agreement); (ii) the sale of machinery, equipment and fixtures at the Facilities; and (iii) the collection or sale of accounts receivable (the "**Receivables**" and items (i) through (iii), collectively, the "**Assets**"). Sales conducted pursuant to the Interim Liquidation Procedures Order (the "**Sales**") will be free and clear of all liens, claims, encumbrances and interests, including the DIP Lender's Charge and the Prepetition Liens (collectively, the "**Encumbrances**"), with such Encumbrances attaching to the net proceeds according to the priorities set forth in the Interim DIP Order. Each of the Sales will be on an "as is, where is" basis.

45. The services to be provided under the Consulting Agreement (the "**Asset Sale Services**") commenced on August 3, 2026, prior to the Petition Date.

46. The Asset Sale Services include, among other things: (i) providing a team to assist with the advertising and marketing of the Assets; (ii) overseeing the liquidation of the Assets; (iii) assisting with the logistical planning for the transportation of Assets that are subject to a Sale; (iv) collecting proceeds from the Sales; and (v) assisting with the resolution and collection of Receivables. The Debtors are responsible for the reasonable and documented expenses incurred in connection with the implementation of the Consulting Agreement.

47. The Consulting Agreement is expected to result in the sale of some of the Assets at competitive prices through the channels used in the ordinary course of the Debtors' business. Given the need for liquidity, certain of the Assets are expected to be marketed at a discount to other wholesale customers. The Debtors are permitted to abandon any unsold Assets which they determine are not worth the costs of storage.

48. The conduct of the Sales is a condition to the DIP Credit Agreement and has been consented to by the lenders under the Prepetition Credit Facilities.

49. In addition to the sale of the Assets in accordance with the Consulting Agreement, the Debtors intend to continue marketing the Debtors' business, with the assistance of their investment banker, SSG Capital Advisors, LLC, in furtherance of identifying a going concern transaction for all or a part of the Debtors' business to maximize value for the Debtors' stakeholders. In the event that a going concern transaction is identified, the Debtors are permitted to cease the Sales in order to facilitate such transaction.

50. Given the nature of the Canadian Debtor's business, the ongoing efforts to identify a going concern transaction, and the Interim Stay Order, the Sales have not yet begun in Canada and are not anticipated to commence until after a determination has been made in connection with a going concern transaction. However, the Foreign Representative is seeking recognition of the Interim Liquidation Procedures Order in the event that the Debtors determine that certain assets of the Canadian Debtor should be sold outside the ordinary course of business.

iv. Joint Administration Order

51. A copy of the *Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* (the "**Joint Administration Order**") is attached hereto as **Exhibit "E"**.

52. The Joint Administration Order directs the joint administration of all of the Chapter 11 Cases for procedural purposes only and authorizes the use of a consolidated docket and simplified case caption in connection with the administration of the Chapter 11 Cases. Given the integrated nature of the operations of the Debtors, including the Canadian Debtor, joint administration of the Chapter 11 Cases provides significant administrative convenience without affecting the substantive rights of any party in interest, and reduces fees and costs by avoiding duplicative filings, notices and objections.

v. Interim Critical Vendors Order

53. A copy of the *Interim Order (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors and (II) Granting Related Relief* (the "**Interim Critical Vendors Order**") is attached hereto as **Exhibit "F"**.

54. The Interim Critical Vendors Order, among other things, (i) authorizes, but does not direct, the Debtors to pay prepetition amounts owing to vendors of goods and/or services that are critical to the Debtors' business (the "**Critical Vendors**") for prepetition goods or services (the "**Critical Vendor Claims**") in an aggregate amount not to exceed $2 million; and (ii) in exchange for the payment, in full or in part, of the Critical Vendor Claims, requires the Critical Vendors to provide customary trade terms for the postpetition procurement of goods ordered by, or services provided to, the Debtors.

55. The Debtors, including the Canadian Debtor, rely on certain suppliers, vendors, service providers, and similar entities to provide goods and services critical to their business, including machinery and equipment, information technology, billing and invoicing, customs and shipping and transportation services. The Canadian Debtor, as a member of the Debtors' integrated enterprise, is dependent on the Debtors' ability to continue receiving certain of these critical goods

and services from third-party suppliers, vendors and service providers. Any disruption to the provision of the critical goods or services that the Critical Vendors provide would have a detrimental effect on the Debtors' ability to conduct the Sales Processes with a view to maximizing value for the benefit of stakeholders.

56. The Canadian Debtor is working with its vendors and has not yet determined whether any creditor will be a Critical Vendor. The Canadian Debtor anticipates working closely with the Information Officer and CRO to review any Critical Vendor designations.

vi. Interim Utilities Order

57. A copy of the *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* (the "**Interim Utilities Order**") is attached hereto as **Exhibit "G"**.

58. Under the U.S. Bankruptcy Code, utility providers are entitled to request adequate assurance of future payment for services. The Interim Utilities Order, among other things, (i) approves the Debtors' proposed form of adequate assurance of postpetition payment to their utility providers (the "**Utility Companies**"), (ii) approves the Debtors' proposed procedures for resolving additional adequate assurance requests; and (iii) prohibits the Utility Companies from altering, refusing, or discontinuing services to, or discriminating against, the Debtors on the basis of the commencement of the Chapter 11 Cases or any perceived inadequacy of the Debtors' proposed adequate assurance.

59. The Debtors receive electric, gas, telecommunications, internet, garbage, and other similar utility services from the Utility Companies (the "**Utility Services**"), which services the Debtors will continue to require while conducting an orderly liquidation of the Debtors' assets and

concurrently pursuing a multi-phase marketing process for a going concern sale. To provide adequate assurance of payment for postpetition Utility Services, the Debtors have established a segregated account and propose to deposit $53,104.00, which equals the costs of approximately two weeks of Utility Services, while also implementing procedures to address any requests for additional adequate assurance from Utility Companies.

60. Because the Canadian Debtor is a debtor in the Chapter 11 Cases, its Utility Companies are entitled to the benefit of adequate assurance. The Canadian Debtor's Utility Companies include phone, trash and hydro providers, as identified on the schedule to the Interim Utilities Order.

vii. Interim Taxes Order

61. A copy of the *Interim Order (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief* (the "**Interim Taxes Order**") is attached hereto as **Exhibit "H"**.

62. The Interim Taxes Order, among other things, authorizes, but does not direct, the Debtors, including the Canadian Debtor, to pay and remit all prepetition and postpetition obligations on account of Taxes and Fees and Assessments (each as defined below), including where: (a) Taxes and Fees accrue or are incurred postpetition; (b) Taxes and Fees have accrued or were incurred prepetition but were not paid prepetition, or were paid in an amount less than actually owed; (c) payments were made prepetition by the Debtors but were lost or otherwise not received in full by any of the Authorities (as defined in the Interim Taxes Order); and (d) Taxes and Fees were incurred for prepetition periods and became due and payable after the commencement of the Chapter 11 Cases, including as a result of Audits (as defined in the Interim Taxes Order), provided that payments on account of prepetition obligations shall not exceed $500,000 during the interim period.

63. In the ordinary course of business, the Debtors collect and pay income tax, franchise taxes, real estate and personal property tax, sales and use taxes, value added tax, and certain other business license fees and other similar assessments, including but not limited to hazmat taxes and commercial activity taxes (collectively, the "**Taxes and Fees**"). Additionally, the Debtors may become subject to routine audit investigations in respect of prior years, which may result in additional prepetition Taxes and Fees being assessed against the Debtors (such additional Taxes and Fees, the "**Assessments**").

64. The Taxes and Fees payable by the Canadian Debtor generally consist of: (i) GST/HST, which the Canadian Debtor has historically paid through monthly remittances in arrears; (ii) property taxes, relating to the real property owned by the Canadian Debtor in Ontario; and (iii) certain business licensing, registration and similar governmental fees incurred in the ordinary course of business. The Canadian Debtor is current on its GST/HST remittances through July, 2026 and anticipates making a payment of approximately C$85,000 in monthly installments on account of GST/HST remittances owing to CRA for monthly installments which will come due during the interim period.

viii. Interim Insurance Order

65. A copy of the *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* (the "**Interim Insurance Order**") is attached hereto as **Exhibit "I"**.

66. The Interim Insurance Order, among other things, authorizes, but does not direct, the Debtors to (i) maintain coverage under the insurance policies, the surety bonds, and the letters of

credit entered into prepetition and pay related prepetition obligations in the ordinary course of business, (ii) renew, amend, supplement, extend, or purchase insurance, surety coverage, and letters of credit in the ordinary course of business and consistent with prepetition practice, and (iii) continue to pay certain broker fees.

67. In the ordinary course of business, the Debtors maintain approximately seventeen (17) insurance policies (collectively, the "**Insurance Policies**"), administered by various third-party insurance carriers. The Canadian Debtor is a beneficiary of certain of the Insurance Policies, including certain policies maintained through Canadian insurance carriers. As of the Petition Date, the Debtors are not aware of any premiums owing under the Insurance Policies. The Debtors' ability to maintain the Insurance Policies, to renew, supplement, and modify the same as needed, and to enter into new insurance policies as needed in the ordinary course of business, is essential to preserving the value of the Debtors' estates and to comply with statutory obligations in certain of the jurisdictions in which the Debtors operate.

68. The Debtors obtain their Insurance Policies through Lockton (the "**Broker**"). As of the Petition Date, the Debtors do not believe that they owe any amounts to the Broker on account of brokerage fees. The continuation of the Broker's services is necessary to assure the Debtors' ability to secure Insurance Policies on advantageous terms at competitive rates, facilitate the proper maintenance of the Insurance Policies postpetition, administer insurance-related claims on a postpetition basis, and ensure adequate protection of the Debtors' property postpetition.

69. In the ordinary course of business, the Debtors are also required to maintain one surety bond to conduct the Debtors' business in Pickaway County, Ohio, and one letter of credit, in connection with customs obligations which directly relate to the Canadian Debtor's operations. The Debtors must be able to maintain the surety bond and letter of credit to continue their

business operations during these Restructuring Proceedings, including the Canadian Debtor's business operations. Failure to maintain the surety bond or letter of credit could impair the Debtors' ability to continue those operations in the ordinary course.

70. The Interim Insurance Order therefore permits the Debtors, including the Canadian Debtor, to maintain these arrangements, pay prepetition amounts related thereto up to $200,000 and renew, amend, supplement, extend, or purchase insurance policies as needed.

ix. Interim Wages Order

71. A copy of the *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* (the "**Interim Wages Order**") is attached hereto as **Exhibit "J"**.

72. The Interim Wages Order authorizes the Debtors to, among other things, (a) pay prepetition wages, compensation, employee benefits and other employee and independent contractor obligations up to the amount of $1,064,951.62, (b) continue certain employee benefit programs in the ordinary course.

73. As set out in my Initial Affidavit, the Canadian Debtor employs approximately 30 employees in Canada (the "**Canadian Employees**"), each of whom are employed on a full-time basis. The Canadian Employees are paid weekly, one week in arrears. In Canada, each payroll is approximately C$42,000, including employer tax contributions. Certain of the Canadian Employees are eligible to receive commissions and, when payable, the weekly payroll obligations are approximately C$62,000, including employer tax contributions. The Canadian Debtor also

engages independent contractors on an as needed, project-specific basis, to assist with the installation of greenhouse and related systems.

74. In respect of the Canadian Employees, the Interim Wages Order provides for payment of, among other amounts, wages, commissions, withholdings, health insurance benefits and RRSP contributions.

x. Interim Cash Management Order

75. A copy of 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 Limited Waiver of Section 345(b) Deposit and Investment Requirements, and (III) Granting Related Relief* (the "**Interim Cash Management Order**") is attached hereto as **Exhibit "K"**.

76. The Interim Cash Management Order authorizes the Debtors to, among other things, (i) continue using their existing cash management system, bank accounts, and business forms, (ii) pay certain prepetition obligations related thereto, (iii) continue to perform intercompany transactions in the ordinary course of business, and (iv) obtain a limited waiver of the deposit and investment requirements set out in section 345(b) of the U.S. Bankruptcy Code.

77. As described in the Initial Affidavit and the First Day Declaration, the Debtors operate a cash management system to collect, transfer and disburse funds generated by their operations (the "**Cash Management System**"). The Canadian Debtor maintains two bank accounts with Royal Bank of Canada as part of the Cash Management System. The Canadian Debtor is dependent on the continued operation of the Cash Management System. Continued access to the Cash Management System is imperative to meet immediate obligations and preserve the

value of the Canadian business. Any disruption to the Cash Management System could have an immediate and significant value-destructive effect on the Canadian Debtor to the detriment of all stakeholders.

xi. Interim Customer Programs Order

78. A copy of the *Interim Order (I) Authorizing the Debtors to Honor, Maintain, and Administer Customer Programs and Related Prepetition Business Practices, and (II) Granting Related Relief* (the "**Interim Customer Programs Order**") is attached hereto as **Exhibit "L"**.

79. The Interim Customer Programs Order authorizes the Debtors to, among other things, (i) honour and fulfil customer obligations arising under their customer programs and related business practices, (ii) continue to maintain and administer their customer programs (the "**Customer Programs**"), and (iii) continue, renew, replace, modify, or terminate such Customer Programs in the ordinary course of business.

80. In the ordinary course of business, the Debtors provide certain pricing, incentives, discounts and other accommodations to their customers through various Customer Programs, including a rebate program, return and shortage policy, defective allowance policy, customer deposit program and co-op advertising program. The Debtors rely on the Customer Programs to maintain customer relationships, preserve goodwill and support the ongoing marketing and sale process.

81. In the ordinary course, the Canadian Debtor accepts deposits from customers in connection with orders relating to the design and manufacture of high-quality greenhouses (the "**Customer Deposits**"), with such deposits applied to the purchase price of such ordered products. Recognition of the Interim Customer Programs Order will authorize the Canadian Debtor to continue honouring the prepetition Customer Deposits in its discretion and continue to

collect Customer Deposits postpetition. The Customer Programs Order also allows the Debtors to cease to accept or honour Customer Deposits in the Debtors' business judgement.

82. While recognition of the Interim Customer Programs Order will permit the Canadian Debtor to continue receiving Customer Deposits, given the bespoke nature of the Canadian Debtor's products and services, every contract differs. The Canadian Debtor will confer with the Information Officer and the CRO before entering into contracts to determine (i) whether a Customer Deposit is required and (ii) the appropriate treatment of the Customer Deposit (including depositing amounts with the Information Officer or accepting deposits by credit card to allow the customer chargeback protections). The Canadian Debtor will advise all new customers of the Restructuring Proceedings and that Customer Deposits will not be held in trust unless specific arrangements are made.

III. NEXT STEPS IN CHAPTER 11 CASES

83. I understand that the Debtors are scheduled to appear before the U.S. Bankruptcy Court on September 16, 2026, at which appearance the Debtors intend to, among other things: (i) seek entry of the interim First Day Orders on a final basis; and (ii) seek additional relief, including relief authorizing the Debtors and their advisors to commence a sale and marketing process to identify a going concern transaction for all or part of the Debtors' business.

IV. CONCLUSION

84. I believe the relief set out herein and in the proposed Initial Recognition Order and Supplemental Order is necessary for the protection of the Canadian Debtor and to preserve the value of the Canadian business for the benefit of a broad range of stakeholders. The requested

relief will provide the Debtors with the opportunity to pursue the Sales Processes with a view to maximizing value for the benefit of the Debtors' stakeholders.

SWORN BEFORE ME by videoconference on this 21st day of August 2026. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely. The affiant was located in the City of Nashville, in the State of Tennessee, and I was 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

ADAM ZALEV

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 ADAM ZALEV

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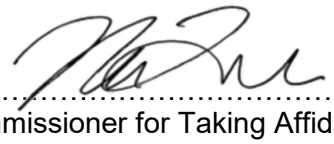
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Lawyers for the Foreign Representative

This is Exhibit “N” referred to in the affidavit of Adam Zalev, sworn September 11, 2026. The affiant was located in the City of Nashville, in the State of Tennessee and I was 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: Natalie Levine
Law Society of Ontario Number: 64908K

UNITED STATES DEPARTMENT OF JUSTICE
OFFICE OF THE UNITED STATES TRUSTEE
DISTRICT OF DELAWARE

In re:	:	Chapter 11
BFG Supply Co., LLC, *et al*.,	:	Case No. 26-11284 (CTG)
	:	Jointly Administered
Debtors.	:	
	:	NOTICE OF APPOINTMENT OF COMMITTEE OF UNSECURED CREDITORS

Pursuant to Section 1102(a)(1) of the Bankruptcy Code, I hereby appoint the following persons to the Committee of Unsecured Creditors in connection with the above-captioned cases:

1. **The Scotts Company LLC**, Attn: Teresa Erwin, 14111 Scottslawn Road, Marysville, OH 43041, Phone: 937-537-1400; Email: teresa.erwin@scotts.com.

2. **Roxul USA Inc.**, Attn: John Medio, 4594 Cayce Road, Byhalia, MS 38611, Phone: 773-551-2206, Email: john.medio@grodan.com.

3. **Hawthorne Hydroponics LLC,** Attn: Joshua McFarland, 207 South 9th Street, Minneapolis, MN 55402, Phone: 404-853-8175, Email: joshua.mcfarland@hawthornegc.com.

4. **Syngenta Crop Protection, LLC**, Attn: Jason Bagley, 410 S. Swing Road, Greensboro, NC 27409, Phone: 336-338-2674, Email: Jason.bagley@syngenta.com, steven.scoggan@syngenta.com.

5. **Everris NA Inc.,** Attn: Craig Whatley, 622 Emerson Road, Suite 500, St. Louis, MO 63141, Phone: 205-329-1347, Email: craig.whatley@icl-group.com.

6. **The HC Companies, Inc. d/b/a Growscape,** Attn: Roxana Stoicea, 2450 Edison Blvd., Suite 3, Twinsburg, OH 44087, Phone: 216-262-7889, Email: rstoicea@growscape.com.

7. **John L. Conley, Inc. d/b/a Conley's MFG & Sales,** Attn: Alicia Conley, 4344 Mission Blvd., Montclair, CA 91763, Phone: 909-627-0987, Email: alicia@conleys.com.

ANDREW R. VARA
United States Trustee, Region 3

/s/ Jane M. Leamy for
JOSEPH J. MCMAHON, JR.
ASSISTANT UNITED STATES TRUSTEE

DATED: September 1, 2026

Attorney assigned to this Case: Jane M. Leamy, Esq., Phone: (302) 573-6491
Debtors' Counsel: Justin R. Alberto, Esq., Phone: (302) 652-3131

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
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PROCEEDING COMMENCED AT TORONTO

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Lawyers for the Foreign Representative

Tab 3

Court File No. CL-26-00000372-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 18TH
	)	
JUSTICE DUNPHY	)	DAY OF SEPTEMBER, 2026

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

ORDER
(RECOGNITION OF FOREIGN ORDERS)

THIS MOTION, made by De Cloet Greenhouse Mfg. Ltd., in its capacity as the foreign representative (in such capacity, the "**Foreign Representative**") of itself and certain of its affiliates (the "**Debtors**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an Order pursuant to section 49 of the CCAA, among other things, recognizing and giving full force and effect in all provinces and territories of Canada to certain orders entered by the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**") in the cases commenced by the Debtors pursuant to chapter 11 of title 11 of the United States Code (the "**Foreign Proceeding**"), was heard this day by judicial videoconference in Toronto, Ontario.

ON READING the Notice of Motion, the Affidavit of Adam Zalev sworn September 11, 2026 (the "**Third Zalev Affidavit**"), the Affidavit of Joshua Gordon sworn August 21, 2026, [the Affidavit of ● sworn September ●, 2026], and the First Report of AlixPartners Restructuring, Inc., in its capacity as the information officer (in such capacity, the "**Information Officer**"), dated September ●, 2026, each filed, and upon hearing the submissions of counsel for the Foreign Representative, counsel for the Information Officer, and counsel for the other parties appearing

on the participant information form, no one appearing for any other party although duly served as appears from the Lawyer's Certificate of Service of ● sworn September ●, 2026, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meaning given to them in the Third Zalev Affidavit.

RECOGNITION OF FOREIGN ORDERS

3. **THIS COURT ORDERS** that the following orders of the U.S. Bankruptcy Court made in the Foreign Proceeding, copies of which are attached hereto as Schedules "A" to "L" (the "**Foreign Orders**"), are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to Section 49 of the CCAA:

(a) *Final Order Under Bankruptcy Code Sections 105, 361, 362, 363, 364, 503, 506, 507, and 552, and Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014 (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral (II) Granting (A) Liens and Providing Superiority 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*;

(b) *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*;

(c) *Final Order (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors and (II) Granting Related Relief*;

(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;

(e) *Final Order (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief*;

(f) *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*;

(g) *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*;

(h) *Final 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*;

(i) *Final Order (I) Authorizing the Debtors to Honor, Maintain, and Administer the Customer Programs and Related Prepetition Business Practices, and (II) Granting Related Relief*;

(j) *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*;

(k) *Order Authorizing the Debtors to File Under Seal the Fee Letters Related to the DIP Facility*; and

(l) *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 "**Reflect Retention Order**"),

provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings (the "**Canadian Recognition Proceeding**"), the Orders of this Court shall govern with respect to the Property (as defined in this Court's Supplemental Order (Foreign Main Proceeding) dated August 28, 2026 (the "**Supplemental Order**")) in Canada.

AMENDMENT OF SUPPLEMENTAL ORDER

4. **THIS COURT ORDERS** that the Supplemental Order be and is hereby amended to change all references to the term "DIP Order" in paragraphs 22, 24, 26, and 27 therein to "Final DIP Order".

ENGAGEMENT OF CHIEF RESTRUCTURING OFFICER

5. **THIS COURT ORDERS** that none of Reflect Advisors, LLC ("**Reflect**"), any of their employees, directors, officers or shareholders, or Adam Zalev, as Chief Restructuring Officer of the Debtors (the "**CRO**"), shall be, or shall be deemed to be, a director, *de facto* director, employee or trustee of the Canadian Debtor, unless consented to in writing by such Person (as defined in the Supplemental Order) and approved by the Court or as may otherwise be ordered by the Court on notice to such Person, the CRO, the Foreign Representative and the Information Officer on at least seven (7) days' notice prior to the return date of any such motion.

6. **THIS COURT ORDERS** that neither Reflect nor the CRO shall, as a result of the performance of their respective obligations and duties in accordance with the terms of the CRO Engagement Letter between the CRO and the Debtors dated July 22, 2026 (the "**Engagement Letter**") be deemed to be in possession of any Property within the meaning of any federal,

provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination; provided, however, that if Reflect or the CRO is nevertheless found to be in possession of any such Property, then Reflect and/or the CRO, as applicable, shall be entitled to the benefits and protections in relation to the Canadian Debtor and such Property as are provided to a monitor under Section 11.8(3) of the CCAA; provided further, however, that nothing herein shall exempt Reflect and/or the CRO from any duty to report or make disclosure imposed by law incorporated by reference in Section 11.8(4) of the CCAA

7. **THIS COURT ORDERS** that no proceeding shall be commenced in Canada directly, or by way of counterclaim, third party claim or otherwise against or in respect of Reflect or the CRO related to the performance of its duties and obligations in any Order granted in this Canadian Recognition Proceeding, and all rights and remedies of any Person against or in respect of them in Canada are hereby stayed and suspended, except with the written consent of Reflect, and/or the CRO, or with leave of this Court on notice to the Foreign Representative, the Information Officer and the CRO, as applicable. Notice of any such motion seeking leave of this Court shall be served upon the Foreign Representative, the Information Officer and the CRO, as applicable, at least seven (7) days prior to the return date of any such motion for leave.

8. **THIS COURT ORDERS** that neither Reflect nor the CRO shall have any liability in Canada with respect to any losses, claims, damages or liabilities, of any nature or kind, to any Person from and after the date of this Order to the extent arising from the CRO's performance of its duties and obligations in respect of the Canadian Debtor, except as specified in the Engagement Letter or the Reflect Retention Order, or as may otherwise be ordered by the Court on notice to the CRO, the Foreign Representative, and the Information Officer on at least seven (7) days' notice prior to the return date of any such motion.

GENERAL

9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, or regulatory or administrative body having jurisdiction in Canada, the United States or any other foreign jurisdiction, to give effect to this Order and to assist the Debtors, the Foreign Representative, the Information Officer, and their respective counsel and agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby

respectfully requested to make such orders and to provide such assistance to the Debtors, the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Debtors, the Foreign Representative, and the Information Officer and their respective counsel and agents in carrying out the terms of this Order.

10. **THIS COURT ORDERS** that each of the Debtors, the Foreign Representative and the Information Officer shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

11. **THIS COURT ORDERS** that this Order shall be effective as of the date of this Order without the need for entry or filing of this Order.

Schedule "A"
Final DIP Order

Schedule “B”
Final Liquidation Procedures Order

Schedule “C”
Final Critical Vendors Order

Schedule “D”
Final Utilities Order

Schedule “E”
Final Taxes Order

Schedule “F”
Final Insurance Order

Schedule “G”
Final Wages Order

Schedule "H"
Final Cash Management Order

Schedule "I"
Final Customer Programs Order

Schedule "J"
Bidding Procedures Order

Schedule “K”
Sealing Order

Schedule “L”
Reflect Retention Order

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

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

ORDER
(Recognition of Foreign Orders)

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

MOTION RECORD
ORDER (RECOGNITION OF FOREIGN ORDERS)

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